

**THE COMPANIES ACTS 1985 & 1989**  
**COMPANY LIMITED BY GUARANTEE AND NOT**  
**HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**of**

**THE INTERNATIONAL TREE FOUNDATION**

**1. NAME**

The name of the Company (hereinafter called "the Company") is International Tree Foundation.

**2. REGISTERED OFFICE**

The registered office of the Company will be in England and Wales.

**3. OBJECTS**

The objects for which the Company is formed are:

- 3.1 to promote the conservation, protection and improvement of the physical and natural environment, in particular by:
  - 3.1.1 a) planting and caring for trees and encouraging the planting and caring for trees globally; and
  - 3.1.2 b) fostering an appreciation of trees and the amenity and ecological value of tree cover.
- 3.2 to advance education for the public benefit in trees and their habitats
- 3.3 to promote the sciences of silviculture, arboriculture, agro-forestry and associated fields for the public benefit."

**4. POWERS**

- 4.1 The Company will have the following powers which can only be exercised in furtherance of its objects:
  - 4.1.1 to carry on primary purpose trading

- 4.1.2 to get donations or gifts for the Company by personal or written appeals, public events and other ways
- 4.1.3 to work with other agencies or organisations having similar aims, to encourage the provision and development of appropriate support and educational services, and where appropriate merge with other charities having similar aims.
- 4.1.4 to affiliate to any charity having similar objects
- 4.1.5 to support or oppose any change in the law which may affect the Company's objects (or the achievement of them) and to comment publicly on social political or economic issues which relate to the Company's objects or their achievement
- 4.1.6 to collect information about issues relevant to the purposes of the company and make it available to interested people and organisations
- 4.1.7 to create and/or produce performances exhibitions entertainments workshops courses and other educational events using any available medium
- 4.1.8 to write create and/or publish text or material using any available medium
- 4.1.9 to draw, accept, factor or discount cheques and negotiable or other instruments and to operate bank or other accounts in the name of the Company.
- 4.1.10 to employ staff, agents or consultants (not being directors of the Company) and to make provision for their proper payment including any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants.
- 4.1.11 subject to such consents as may be required by law
  - 4.1.11.1 to purchase, take on lease or in exchange, hire or otherwise acquire any property, assets, rights or privileges, and to construct, maintain and alter any buildings or works.
  - 4.1.11.2 to sell, let, licence, mortgage or dispose of all or any of the property or assets of the Company.
  - 4.1.11.3 to carry out any charitable trusts which may lawfully be done by the Company.
  - 4.1.11.4 to borrow or raise money for the purposes of the Company on such terms and on such security as it shall think fit, but the Company shall not undertake any permanent trading activities (other than primary purpose trading) in raising funds to achieve its charitable objects.

- 4.1.11.5 to lend money on such terms and subject to such security as may be thought fit
- 4.1.11.6 to invest the monies of the Company not immediately required for its purposes in any way as it shall think fit and to take professional investment advice where necessary.
- 4.1.12 to establish and support or help in the establishment and support of any charitable organisation and to subscribe or guarantee money for charitable purposes.
- 4.1.13 to establish local branches.
- 4.1.14 to insure and arrange insurance cover to indemnify its directors and officers from and against the liabilities referred to in clause 4.2 but subject to the restrictions set out in clause 4.3.
- 4.1.15 to provide alone or with others at such places as the Company may think fit facilities for the supply of food and drink PROVIDED THAT such food and drink shall only be available to people taking part in the activities of the Company
- 4.1.16 to do all other lawful things as shall further any or all of the above objects.
- 4.2 The liabilities referred to in clause 4.1.14 are:-
  - 4.2.1 any liability in respect of negligence, default, breach of duty or breach of trust of which the director or officer may be guilty in respect of the Company
  - 4.2.2 the liability to make a contribution to the Company's assets under section 214 of the Insolvency Act (wrongful trading).
- 4.3.1 The following liabilities are excluded from clause 4.2.1:-
  - 4.3.1.1 fines;
  - 4.3.1.2 the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the director or officer;
  - 4.3.1.3 liabilities to the company resulting from conduct which the director or officer knew or ought to have known was not in the best interests of the Company or which the director or officer did not care whether or not it was in the best interests of the Company.
- 4.3.2 There is excluded from clause 4.2.2 any liability to make such a contribution where the basis of liability is the director's knowledge prior to the insolvent

liquidation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

4.4 **PROVIDED THAT:**

4.4.1 If the Company shall take or hold any property which is subject to any trusts, the Company shall be bound by such trusts

4.4.2 The objects of the Company will not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.

4.4.3 If the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company must only deal with it in accordance with sections 36 and 37 of the Charities Act 1993 or any amendment or re-enactment of that Act.

**5. RESTRICTIONS ON DISTRIBUTIONS**

5.1 The income and property of the Company shall be applied towards achieving the objects of the Company as set out in this Memorandum of Association. Save as provided in this clause and in clause 6 no part shall be paid or transferred directly or indirectly to the members of the Company and no director shall be appointed to any office of the Company paid by salary or fees or receive any payment or other financial benefit from the Company

5.2 **PROVIDED THAT** nothing in this clause 5 shall prevent the payment in good faith by the Company:

5.2.1 of reasonable and proper payment for any services rendered to the Company by any member, officer or servant of the Company who is not a director;

5.2.2 subject to the restrictions contained in clauses 4.3.1 and 4.3.2 a director may benefit from trustee indemnity insurance cover purchased at the Company's expense

## **6. DEALINGS WITH DIRECTORS**

6.1 No Director may:

- 6.1.1 buy any goods or services from the Charity;
- 6.1.2 sell goods, services, or any interest in land to the Charity;
- 6.1.3 be employed by, or receive any remuneration from the Charity;
- 6.1.4 receive any other financial benefit from the Charity

unless the payment is permitted by Clause 6.2 and the Directors follow the procedure and observe the conditions set out in Clause 6.3; or the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

6.2 The payments to Directors permitted pursuant to Clause 6.1 are:

- 6.2.1 a Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- 6.2.2 A Director may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity otherwise than for acting as a Director.
- 6.2.3 A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be settled by the Directors.
- 6.2.4 A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
- 6.2.5 A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.

6.3 The procedures and conditions for payments to Directors pursuant to Clause 6.1 are:

- 6.3.1 The Charity and its Directors may only rely upon the authority provided by Clause 6.2 if each of the following conditions is satisfied:
  - 6.3.1.1 The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.

- 6.3.1.2 The Director is absent from the part of any meeting at which there is discussion of:
- 6.3.1.3.1 the employment or remuneration of the director, or any matter concerning the contract; or
  - 6.3.1.3.2 the performance in the employment of the director or the director's performance of the contract; or
  - 6.3.1.3.3 any proposal to enter into any other contract or arrangement with the director or to confer any benefit upon the director that would be permitted under Clause 6.2; or
  - 6.3.1.3.4 any other matter relating to a payment or the conferring of any benefit permitted by Clause 6.2.
- 6.3.2. The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
- 6.3.3 The other Directors are satisfied that it is in the interest of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest.)
- 6.3.4 The reason for their decision is recorded by the Directors in the minute book.
- 6.3.5 A majority of the Directors then in office have received no such payments.
- 6.4 The employment or remuneration of a director includes the engagement or remuneration of any form or company in which the director is
- 6.4.1 a partner;
  - 6.4.2 an employee;
  - 6.4.3 a consultant;
  - 6.4.4 a director; or
  - 6.4.5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

## **7. LIMITATION OF LIABILITY**

The liability of the members is limited.

**8. GUARANTEE**

If the Company is wound up while a person is a member, or within one year after that person ceases to be a member, that person undertakes to contribute such amount as may be required (not exceeding £1) for

8.1 payment of the debts and liabilities of the Company contracted before that person ceases to be a member, and of the costs, charges and expenses of winding up, and

8.2 the adjustment among themselves of the rights of those contributing to the debts and liabilities.

**9. WINDING UP**

If the Company is wound up and any assets are left after all its debts and liabilities have been satisfied these assets will not be distributed among the members of the Company. Instead, they will be given to some other charity or charities with similar objects to the Company and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Clause 5 of this Memorandum. The charity or charities will be determined by the members of the Company at or before the time of winding up, failing which the assets will be given to some other charitable object which the Charity Commissioners for England and Wales shall approve.

**THE COMPANIES ACTS 1985 & 1989**  
**COMPANY LIMITED BY GUARANTEE AND**  
**NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**

- of -

**THE INTERNATIONAL TREE FOUNDATION**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these Articles the words in the first column of the Table below shall bear the meaning opposite them in the second column unless they are out of context:

WORDS	MEANINGS
the Act .....	The Companies Act 1985 including any statutory alteration or re-enactment thereof.
these Articles .....	These Articles of Association and the regulations of the Company from time to time in force.
the directors .....	The directors of the Company (and "director" has a corresponding meaning.)
the secretary .....	Any person appointed to perform the duties of the secretary of the Company.
the office .....	The registered office of the Company.
the United Kingdom .....	Great Britain and Northern Ireland.
month .....	Calendar Month.
clear days .....	in relation to the period of a notice means the periods 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.
in writing .....	Written, printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form including Electronic Communication.

Electronic Communication ..... have the meaning give by the Electronic Communications and Communication Act 2000

- 1.2 Singular words shall include the plural and vice versa.
- 1.3 A “person” or “people” shall include organisations.
- 1.4 “Auditor” shall in appropriate cases include an independent examiner under SORP 2000 or any regulations derived from it or any replacement SORP or regulations.
- 1.5 Subject to the above, any words or expressions defined in the Act shall have the same meanings in these Articles unless they are obviously out of context.

## **2. PURPOSES**

The Company is established for the purposes expressed in the Memorandum of Association.

## **3. MEMBERSHIP**

- 3.1 The Members of the Company are:
  - 3.1.1 the subscribers to the Memorandum of Association;
  - 3.1.2 individuals who are interested in furthering the work of the Charity and who have paid any annual or other subscription laid down from time to time by the directors and such people as the Company shall admit to membership. (“ordinary member”);
  - 3.1.3 any body corporate, unincorporated association or non-profit making organisation, which is interested in furthering the Charity’s work and has paid any annual subscription and meets the standards the directors have established in its ethical policy (“member organisation”);
  - 3.1.4 any honorary member who shall be chosen by the directors. (Honorary membership may be for a term or for life at the directors discretion); and
  - 3.1.5 such other people as the Company shall admit to membership.
- 3.2 The Company shall observe the provisions of section 352 of the Act, and every member of the Company shall either
  - 3.2.1 sign a written consent to become a member; or
  - 3.2.2 sign the register of members on becoming a member.
- 3.3 Failure to pay any subscription or any other sum due to the Company within six months of it falling due shall result in the disqualification of a member.

- 3.4 The Council shall have the right for good reason to end the membership of any member PROVIDED ALWAYS that the member shall have a right to be heard before a final decision is made.
- 3.5 Membership is not transferable, and ends on the member's death.
- 3.6 A member may resign by giving notice in writing to the secretary.

#### **4. GENERAL MEETINGS**

- 4.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be fixed by the Company and the notices calling it shall say that it is the Annual General Meeting, provided that
  - 4.1.1 the first Annual General Meeting must be called within 18 months of the Company being formed;
  - 4.1.2 every Annual General Meeting except the first shall be held within fifteen months of the previous one;
  - 4.1.3 if the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold another one in the year following incorporation.
- 4.2 An Extraordinary General Meeting is a General Meeting which is not an Annual General Meeting.
- 4.3 Extraordinary general meetings may be called
  - 4.3.1 by the directors whenever they think fit;
  - 4.3.2. by members representing at least 10 per cent of the total voting rights in the Company as provided by section 368 of the Act;
  - 4.3.3 by any director or any member of the Company if at any time there are not enough directors in the United Kingdom to form a quorum.
- 4.4 Notice must be given to the members directors and auditors of the Company. The notices shall:
  - 4.4.1 give twenty-one clear days' notice in writing at the least for every Annual General Meeting and of every meeting called to pass a Special Resolution;
  - 4.4.2 give fourteen clear days' notice in writing at the least for every other General Meeting;

- 4.4.3 state the place, the day and the hour of meeting, and in the case of special business the general nature of that business.
- 4.5 If a meeting of the Company is called by shorter notice than that required by these Articles it will be treated as duly called if it is so agreed:-
  - 4.5.1 in the case of the Annual General Meeting by all the members entitled to attend and vote; and
  - 4.5.2 in the case of any other meeting by a majority of the members entitled to attend and vote at the meeting who also represent at least 95% of the total voting rights of all the members.
- 4.6 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice will not invalidate any business done at any meeting.

## **5. PROCEEDINGS AT GENERAL MEETINGS**

- 5.1 Ordinary Business at an Annual General Meeting is:
  - 5.1.1 the consideration of the income and expenditure account and balance sheet
  - 5.1.2 the reports of the directors and the Auditors
  - 5.1.3 the election of directors in the place of those retiring, and
  - 5.1.4 the appointment of the Auditors
  - 5.1.5 the fixing of the Auditors' fees
- 5.2 Special Business is all business done at an Extraordinary General Meeting and all business done at an Annual General Meeting except Ordinary Business.
- 5.3 No business shall be done at any General Meeting unless a quorum of members is present when the meeting starts. A quorum is the greater of 1/100 or 3 of the members, but if a quorum is not present half an hour after the General Meeting was due to start, or if during the meeting a quorum ceases to be present, then
  - 5.3.1 if the meeting was called pursuant to Article 4.3.2 it shall be cancelled;
  - 5.3.2 in any other case it shall be adjourned to the same day in the next week, at the same time and place, or at such other time and/or place as the directors may decide.

5.3.3 if a quorum is not present half an hour after the adjourned meeting was due to start the members present shall be a quorum.

5.4 The Chair (if any) of the directors shall chair every General Meeting, but if

5.4.1 there is not a Chair, or

5.4.2 the Chair is not present fifteen minutes after the time the meeting was due to start, or

5.4.3 the Chair does not want to preside

then the members present and entitled to vote shall choose a director to chair the meeting, but if none of the directors present will take the chair, the members present and entitled to vote shall choose a member of the Company who is present to take the chair.

5.5 A director shall be entitled to attend and speak at any General Meeting even if that director is not a member of the Company

5.6 The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but

5.6.1 no business shall be done at any adjourned meeting other than the business left unfinished at the adjourned meeting;

5.6.2 if a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same way as for an original meeting. Otherwise the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

## **6. VOTING**

6.1 Subject to Article 6.8, every member shall have one vote.

6.2 No member shall be entitled to vote at a General Meeting unless all monies owed by that member to the Company have been paid.

6.3 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll is demanded by;

6.3.1 the Chair; or

6.3.2 three members having the right to vote at the meeting; or

- 6.3.3 a member or members representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting,
- 6.4 Unless a poll is demanded a declaration by the Chair of the meeting that a resolution has been carried or lost by a particular majority or unanimously which is entered in the minute book of the Company will be conclusive evidence of the fact.
- 6.5 The demand for a poll may be withdrawn.
- 6.6 Subject to the provisions of Article 6.7, if a poll is demanded under Article 6.3, it will be taken at such time and place and in such a way as the Chair of the meeting shall direct and the result of the poll will be the resolution of the meeting at which the poll was demanded.
- 6.7 No poll shall be demanded on the election of a chair of a meeting, or on any question of adjournment.
- 6.8 If the votes are equal, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.
- 6.9 The demand for a poll shall not prevent the continuance of a meeting for the doing of any business other than the question on which a poll has been demanded.
- 6.10 On a poll votes may be given either personally or by proxy and with regard to proxies:-
- 6.10.1 The appointment of a proxy shall be signed by the donor or of the attorney of the donor duly authorised in writing. A proxy need not be a member of the Company.
- 6.10.2 To be valid the proxy and any power of attorney or other authority under which it is signed (or a copy of the power or authority certified by a solicitor or notary) shall in the case of an instrument in writing be delivered at the registered office of the Company (or at such other place within the United Kingdom specified in the notice calling the meeting)
- 6.10.2.1 at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument intends to vote, or
- 6.10.2.2 in the case of a poll, at least 24 hours before the time fixed for the taking of the poll.
- 6.10.3 In the case of an appointment contained in an electronic communication where an address has been specified for the purpose of receiving electronic communications
- 6.10.3.1 in the notice convening the meeting; or

6.10.3.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

6.10.3.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting

it shall be received at the specified address in accordance with the time limits set out in clause 6.10.2.

6.10.3 An instrument appointing a proxy shall be in the following form or a form as near to it as possible:-

“I/We  
of  
being a member/members of the above Company hereby appoint  
  
of  
or failing that person  
of  
as my/our proxy to vote for me/us on my/our behalf at the  
[annual][extraordinary] general meeting of the Company to be held  
on  
and at any adjournment thereof

Signed this                      day of                      20[   ]

.....

This form is to be used [in favour of][against]\* the resolution.  
Unless instructed the proxy will vote as he thinks fit.

\*strike out whichever is not desired”

6.10.4 The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll.

6.10.5 A vote given in accordance with the terms of a proxy shall be valid even though the giver of the proxy has died or become insane, or has revoked the proxy or the authority under which it was given unless the Company has received written notice of the fact before the start of the meeting or adjourned meeting at which the proxy is used.

## 7. **BOARD OF DIRECTORS**

7.1 The number of directors shall never be less than 3 and the maximum number shall be determined by a General Meeting.

- 7.2 The first directors are the people named on the statement delivered to the Registrar of Companies under section 10 of the Act.
- 7.3 The directors may at any time co-opt any person (who need not be a member of the Company) as a director, either to fill a casual vacancy or by way of addition to their number, provided that the maximum referred to in Article 7.1 is not exceeded. Any member so co-opted shall retain office only until the next Annual General Meeting, but shall then be eligible for re-election.
- 7.4 The directors shall have the power to:
- 7.4.1 manage the business of the Company and pay expenses incurred in the promotion and formation of the Company as they think fit,
- 7.4.2 exercise all the powers of the Company which are not required by the Act, or these Articles, or any regulation made by the Company in General Meeting to be exercised by the Company in General Meeting.
- 7.4.3 no regulation shall invalidate any act of the directors done before the requirement is made which would have been valid if that regulation had not been made.
- 7.5 In the exercise of their powers and in the management of the business of the Company the directors accept that they are charity trustees within the meaning of section 97 of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.
- 7.6 The directors may act even if there are vacancies but if the number of directors reduced to less than the minimum number referred to in Article 7.1 they can only act for the purposes of:
- 7.6.1 admitting persons to membership of the Company; or
- 7.6.2 filling up vacancies in their body; or
- 7.6.3 summoning a General Meeting.
- 7.7 All cheques and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise made in such a way as the directors shall decide.
- 7.8 The directors shall cause minutes to be made:
- 7.8.1 of all appointments of officers made by the directors;
- 7.8.2 of the names of the directors present at each directors meeting;

7.8.3 of all resolutions and proceedings at all meetings of the Company, and of the directors, including the names of the directors present at each such meeting,

and the minutes of any meeting, if they are signed by the Chair of the meeting (or by the Chair of the following meeting), will be conclusive evidence of the facts stated in the minutes.

## **8. DISQUALIFICATION OF DIRECTORS**

The office of director shall be vacated if a director:

8.1 ceases to be a director by virtue of any provision in the Act or is disqualified from acting as a director by virtue of section 72 of the Charities Act 1993 or any statutory re-enactment or modification thereof; or

8.2 becomes unable by reason of mental disorder illness or injury to manage and administer the director's own property and affairs; or

8.3 is directly or indirectly involved in any contract with the Company and fails to declare the nature of the director's interest by giving notice at the first meeting at which the contract is discussed or at the first meeting after the director becomes involved in the contract; or

8.4 resigns by notice in writing to the Company; or

8.5 is removed from office by a resolution duly passed pursuant to section 303 of the Act; or

8.6 fails without reasonable excuse to attend three consecutive meetings of the directors; or

8.7 is felt by a majority of directors to be acting in such a way as to be against the best interests of the Company or which might damage the Company's reputation.

## **9. ROTATION OF DIRECTORS**

9.1 At the first Annual General Meeting and at each following Annual General Meeting one-third of the directors for the time being (or if their number is not a multiple of three then the number nearest to one-third) shall retire from office.

9.2 The directors to retire shall be those who have been longest in office since their last election or appointment. As between directors of equal seniority the directors to retire shall be selected by lot unless they agree otherwise. A retiring director shall be eligible for re-election.

- 9.3 At the meeting at which a director retires the Company may appoint a new director in place of the retiring director. If standing for re-election the retiring director shall be deemed to have been re-elected, unless at the meeting:
- 9.3.1 it is expressly resolved not to replace the retiring director; or
- 9.3.2 a resolution for the re-election of the retiring director shall have been put to the meeting and lost.
- 9.4 No person other than a director retiring at the meeting shall be eligible for election as director at any General Meeting unless:
- 9.4.1 that person is recommended by the directors for election; or
- 9.4.2 the secretary is given notice in writing
- 9.4.2.1 by a member duly qualified to attend and vote at the meeting,
- 9.4.2.2 not less than 35 days before the date set for the meeting,
- of that member's intention to propose such person and of that person's willingness to be elected.
- 9.5 The Company may in General Meeting increase the number of directors, and decide in what rotation the additional directors shall retire, and may make the appointments necessary for effecting any such increase.

## **10 PROCEEDINGS OF THE DIRECTORS**

- 10.1 The directors may
- 10.1.1 meet together to do the Company's business
- 10.1.2 adjourn and otherwise regulate their meetings as they think fit,
- 10.1.3 determine the quorum necessary for the transaction of business, provided that the quorum for meetings of the directors shall never be less than 1/3 or 3 (whichever is the greater number) of the directors.
- 10.2 Questions arising at any meeting shall be decided by a majority of votes. If the votes are equal the Chair shall have a second or casting vote.
- 10.3 A director may (and on the request of a director the secretary will) call a meeting of the directors by notice served upon the directors. A director whose address in the register of directors is outside the United Kingdom shall not be entitled to notice of a meeting unless that director has given the Company an address in the United Kingdom at which notices can be served.

- 10.4 The directors may
  - 10.4.1 elect a Chair who shall be entitled to chair all meetings of the directors at which the Chair shall be present,
  - 10.4.2 determine how long the Chair will hold office,
  - 10.4.3 choose one of their number to chair the meeting if
    - 10.4.3.1 the Chair is not present within fifteen minutes after the time appointed for holding the meeting; or
    - 10.4.3.2 the Chair does not want to preside.
- 10.5 A meeting of the directors at which a quorum is present can exercise all the powers which all the directors have.
- 10.6 The directors may delegate any of their powers to sub-committees consisting of such directors and others as they think fit, and any committee so formed shall
  - 10.6.1 observe any regulations imposed on it by the directors; and
  - 10.6.2 conduct its meetings in accordance with these Articles so far as applicable; and
  - 10.6.3 report to the directors on any decisions taken as soon as possible; and
  - 10.6.4 not exceed any budget which has been approved in advance by the directors.
- 10.7 All acts done in good faith by any meeting of the directors or by any committee of the directors, or by any person acting as a director, shall be valid even if:
  - 10.7.1 it is discovered later that the appointment or continuance in office of any director was faulty; or
  - 10.7.2 they or any of them were disqualified from holding office or had retired.
- 10.8 A resolution in writing signed by all directors shall be as valid as if it had been passed at a valid meeting of the directors. A resolution signed by all members of any committee of directors shall be valid as if it had been passed at a valid meeting of that committee.
- 11. SECRETARY**
  - 11.1 The secretary shall be appointed by the directors on such terms and conditions as they may think fit, and

- 11.1.1 the first secretary shall be the person named as secretary in the statement delivered to the Registrar of Companies under section 10 of the Act
  - 11.1.2 any secretary may be removed by the directors;
  - 11.1.3 the provisions of section 283 of the Act shall apply and be observed;
  - 11.1.4 the directors may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting;
  - 11.1.5 no director shall occupy the salaried position of secretary.
- 11.2 A director who is also the secretary cannot sign a document in both capacities

## **12. DEEDS**

Any document to be executed as a deed shall only be valid if signed and delivered as a deed on behalf of the Company by a director and the secretary, or by two directors and any purchaser or person dealing with the Company in good faith shall accept those signatures as conclusive evidence of the fact that the document has been properly executed.

## **13. COMPANY ACCOUNTS AND ANNUAL RETURN**

The directors must comply with their duties under the Act to prepare accounts and an Annual Return and to send them to the Registrar of Companies

## **14. CHARITIES ACT ANNUAL REPORT AND RETURN**

The directors must comply with their obligations under the Charities Act 1993 or any statutory re-enactment or modification thereof to prepare an annual report and an annual return and to send them to the Charity Commissioners for England and Wales.

## **15. NOTICES**

- 15.1 A notice may be served by the Company upon any member,
  - 15.1.1 either personally or
  - 15.1.2 by sending it through the post in a prepaid letter, addressed to such member at that member's address as appears in the register of members; or

- 15.1.3 by sending it using electronic communications to an address for the time being notified to the Company by that member for the purpose of receiving electronic communications.
- 15.2 A member whose address in the register of members is outside the United Kingdom shall not be entitled to notice of a meeting unless that member has given the Company an address in the United Kingdom at which notices can be served. Otherwise only those members whose address in the register of members is in the United Kingdom shall be entitled to receive notices from the Company.
- 15.3 Any notice served by post shall be deemed to have been served on the third day following that on which the letter containing the same is put into the post, and in proving service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter; or
- 15.4 an electronic communication shall be deemed to have been properly served if it was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators

## **16. REGULATIONS**

- 16.1 The directors may from time to time make such rules or bye laws as they may think fit for the proper conduct and management of the Company and in particular they may by such rules or bye laws regulate:
- 16.1.1 the admission of members including:-
- 16.1.1.1 the admission of organisations to membership; and
- 16.1.1.2 the classes of membership; and
- 16.1.1.3 the rights and privileges of such members; and
- 16.1.1.4 the conditions of membership; and
- 16.1.1.5 the entrance fees subscriptions and other fees or payments to be made by members;
- 16.1.2 the conduct of members of the Company in relation to one another and to the Company's workers;
- 16.1.3 the use of the whole or any part or parts of the Company's premises at any particular time or for any particular purpose;
- 16.1.4 the procedure at General Meetings and meetings of the directors and committees of the directors so far as such procedure is not regulated by the Articles or the Act;

- 16.1.5 generally all such matters as are usually the subject matter of company rules.
- 16.2 The Company in General Meeting shall have power to alter add to or repeal the rules or bye laws PROVIDED THAT no rule or bye law shall conflict with or shall affect or repeal anything contained in the Memorandum or the Articles.
- 16.3 The directors shall give notice to members of the Company of the rules and bye laws, which shall bind all members of the Company.

## **17 WINDING UP**

Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if it was set out in full in these Articles.

## **198 INDEMNITY**

In relation to the affairs of the Company, subject to the provisions of the Act, and without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by that person

- 19.1 in defending any civil or criminal proceedings in which judgement is given in that person's favour or which results in acquittal or
- 19.2 in connection with any application in which relief is granted to that person by the court from liability for negligence, default, breach of duty or breach of trust.