

**DRAFT: 6 November 2024**

**ARTICLES OF ASSOCIATION**

**OF**

**AQUACULTURE STEWARDSHIP COUNCIL**



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## THE COMPANIES ACT 2006

### Company Limited by Guarantee and not having a Share Capital

### ARTICLES OF ASSOCIATION

OF

### AQUACULTURE STEWARDSHIP COUNCIL (the “Charity”)

#### 1. Meaning of words and phrases

1.1 In these Articles words and phrases with initial capital letters have the meanings set out in Article 44. Where required, other definitions are set out in particular Articles.

### OBJECTS AND POWERS

#### 2. Objects

2.1 The Charity's objects (the “Objects”) are to conserve the marine and freshwater environments associated with seafood farming for the benefit of the public and to advance public education in the principles and practice of responsible seafood farming, in particular, but not exclusively, by:

- 2.1.1 promoting sustainable seafood farming practices which preserve and protect the marine, freshwater and terrestrial environments that support seafood farming;
- 2.1.2 establishing and promoting principles, criteria and requirements for responsible seafood farming, in areas including the environment, climate and the health and welfare of those who are involved in seafood farming; and
- 2.1.3 managing and maintaining a responsible seafood farming accreditation label and promoting its use.

#### 3. Powers

3.1 The Charity has power to do anything within the law which promotes or helps to promote the Objects. In particular, the Charity has power:

##### *General activities*

- 3.1.1 to manage and maintain its own accreditation mark and develop, provide and operate any other assessment and accreditation programmes and schemes;

- 3.1.2 to assist with the implementation of any accreditation mark, including by providing information, education, training and support;
- 3.1.3 to create improvement programmes for responsible seafood farming;
- 3.1.4 to accept or refuse gifts and donations;
- 3.1.5 to raise funds in any way including by carrying on a trade, but not by carrying out a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects (the profits of which are subject to corporation tax);

*Staff, agents and advisers*

- 3.1.6 subject to Articles 24-25, to employ and pay any employees and other staff, consultants, agents and advisers and where appropriate to:
  - (a) provide for staff to benefit under pension and other staff benefits arrangements for them and their dependants; and
  - (b) enter into compromise and settlement agreements with them;

*Acquisition, management and disposal of property and assets*

- 3.1.7 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 3.1.8 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided that, where applicable, the Trustees, comply with sections 117 to 123 of the Charities Act;
- 3.1.9 to borrow money and to charge the whole or any part of the property belonging to the Charity as security, provided that if the Charity wishes to mortgage land, the Trustees comply with sections 124 to 126 of the Charities Act;

*Collaboration*

- 3.1.10 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Charity or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;
- 3.1.11 to acquire, merge with or enter into any partnership or joint venture arrangement with any other body for the purposes of any of the Objects;
- 3.1.12 to co-operate and enter into any arrangements with any person;

*Banking and insurance*

- 3.1.13 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 3.1.14 to insure any risks arising from the Charity's activities;
- 3.1.15 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

*Investment, social investment and reserves*

- 3.1.16 to make social investments in accordance with the Charities Act;
- 3.1.17 to invest in any investments, securities or properties, provided that the Trustees only do so in accordance with an investment policy;
- 3.1.18 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;
- 3.1.19 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000 (the "**Managers**") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:
  - (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
  - (b) the Managers are under an obligation to report promptly to the Trustees the performance of investments managed by them;
  - (c) the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;
  - (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation; and
  - (e) the Managers must not do anything outside the powers of the Charity; and
- 3.1.20 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.

## BOARD OF TRUSTEES

### 4. **Role of the Board**

4.1 The Trustees, as company directors and Charity Trustees, have general control and management of the administration of the Charity and its property and funds and for this purpose they may exercise all the powers of the Charity that are not, by the Companies Act or by these Articles, reserved to them in their capacity as Members.

### 5. **Composition of the Board**

5.1 There shall be at least three and not more than 9 Trustees.

5.2 All Trustees must be at least 18 years of age and not be subject to automatic disqualification of their trusteeship under Article 8. If the number of Trustees falls below three, the remaining Trustees may only act to appoint further Trustees.

5.3 The Board should ensure that its membership achieves broad representation of views and experience, geographic diversity, gender balance, and a balance between the independent, private sector, and NGOs.

### 6. **Appointment and terms of office**

6.1 Trustees are appointed by the Trustees for such term or terms of office as the Trustees shall prescribe in regulations (and ordinarily each term of office shall be in the region of three years), but no Trustee may serve a total period as a Trustee of more than six years.

6.2 The periods of time served by the Trustees in office at the date these Articles were adopted shall be taken into account for the purposes of Article 6.1.

6.3 In accordance with Article 28, the Trustees shall become Members by virtue of their appointment as Trustees.

6.4 A Trustee must not vote on their re-appointment.

### 7. **Chair, Vice-Chair and other officers**

7.1 The Trustees may appoint or remove a Chair and Vice-Chair, or any other officers, from among the Trustees for such term or terms of office as the Trustees shall prescribe in regulations, but the term of office of a Chair, Vice-Chair, or any other officer shall end if they cease to be a Trustee for any reason in accordance with Article 8.

### 8. **Disqualification, resignation and removal of Trustees**

8.1 A Trustee shall cease to be a Trustee if they:

- 8.1.1 reach the end of their term of office;
- 8.1.2 resign by notice in Writing to the Trustees (but only if at least three Trustees will remain in office when the resignation is to take effect);
- 8.1.3 become bankrupt or makes any arrangement or composition with their creditors;

- 8.1.4 are disqualified from acting as a company director or Charity Trustee;
- 8.1.5 are considered in the reasonable opinion of a majority of the other Trustees to have become incapable, whether mentally or physically, of managing their own affairs and are removed by a resolution of a majority of the other Trustees;
- 8.1.6 are absent without permission from three consecutive Trustees' meetings or meetings of sub-committees held within a twelve-month period and it is resolved by a majority of the other Trustees to remove the Trustee;
- 8.1.7 are removed from office by a resolution of at least 75 per cent of the other Trustees present and voting at a Board meeting provided that:
  - (a) at least half of the serving Trustees are present at the meeting; and
  - (b) that prior written notice of the meeting and the intention to propose such a resolution has been given to the Trustee in question;
- 8.1.8 fails to declare an interest as required by Article 27.1 below; or
- 8.1.9 ceases to be a Member; or
- 8.1.10 dies.

## 9. **Notification of appointment and retirement of Trustees**

- 9.1 The appointment and retirement of any Trustee must be notified to Companies House and the Commission.

## 10. **By-Laws and Regulations**

- 10.1 The Trustees shall make by-laws and regulations for the proper conduct and management of the Charity, which shall include:
  - 10.1.1 the main responsibilities of the Board, taking into account the legal and regulatory requirements of Charity Trustees;
  - 10.1.2 a role specification for Trustees, the Chair, Vice-Chair and any other officers;
  - 10.1.3 procedures for appointing Trustees and terms of office;
  - 10.1.4 procedures for appointing the Chair, Vice-Chair and any other officers; and
  - 10.1.5 procedures for the conduct of Board and committee meetings,provided that any by-laws and regulations must be consistent with the Articles and no by-law or regulation may be made which invalidates any prior act of the Trustees which would otherwise have been valid.
- 10.2 The Trustees shall make a Code of Conduct to govern the behaviour and conduct of Trustees.

## DECISION-MAKING BY THE TRUSTEES

### 11. **Meetings**

11.1 The Trustees must hold a minimum of two meetings each year.

### 12. **Calling a meeting**

12.1 The Chair or any four Trustees may call a meeting of the Board at any time.

12.2 A Board meeting must be called by at least seven clear days' notice unless either:

12.2.1 all the Trustees agree otherwise; or

12.2.2 urgent circumstances require shorter notice.

12.3 Every notice calling a Board meeting must specify:

12.3.1 the place, date and time of the meeting;

12.3.2 the general particulars of the business to be considered at the meeting; and

12.3.3 if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

### 13. **Participation in meetings**

13.1 A Board meeting may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants. This may include:

13.1.1 physical meetings where all participants are present in the same room;

13.1.2 virtual meetings where all participants access the meeting virtually; and

13.1.3 hybrid meetings where some participants attend physically and some attend virtually.

### 14. **Quorum**

14.1 The quorum for a Board meeting is at least half of the Trustees.

### 15. **Chair of Trustee meetings**

15.1 The Chair or (if the Chair is unable or unwilling to do so or not present within five minutes after the time appointed for the meeting) the Vice-Chair or (if the Vice-Chair is unable or unwilling to do so or not present within five minutes after the time appointed for the meeting) some other Trustee chosen by the Trustees present presides at each Trustee meeting.

### 16. **Voting**

16.1 Matters for decision at any meeting must be decided by a majority of votes of the Trustees who are present in person or virtually and each Trustee has one vote (including the Chair).

- 16.2 If the votes are equal, the Chair has a second or casting vote.
17. **Decisions without a meeting**
  - 17.1 The Trustees may take a decision without holding a meeting, by any means (including by electronic means). Such a decision may, but need not, take the form of a resolution in Writing Signed by all of the Trustees.
18. **Board's right to act despite vacancies**
  - 18.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the number fixed as the quorum, it may act only to appoint further Trustees.

## CHIEF EXECUTIVE, DELEGATION AND COMMITTEES

### 19. Chief Executive

- 19.1 The Trustees may employ a chief executive and delegate the day-to-day management of the Charity to the chief executive.
- 19.2 The chief executive shall implement the policy and strategy adopted by the Trustees and within a budget approved by the Trustees.

### 20. Delegation by the Trustees

- 20.1 Subject to the Articles, the Trustees may delegate any of the powers or functions which are conferred on them under the Articles:
  - 20.1.1 to such person, committee, advisory group or working group;
  - 20.1.2 by such means (including by power of attorney);
  - 20.1.3 to such an extent;
  - 20.1.4 in relation to such matters; and
  - 20.1.5 on such terms and conditions,  
as they think fit.

- 20.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom, or committee or working group to which, they are delegated.

- 20.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

### 21. Delegation to committees

- 21.1 Any delegation to a committee must specify those who are to serve on the committee and the Trustees may co-opt and oversee any person who is not a Trustee to serve on a committee, provided that a committee which deals with financial matters must include at least two Trustees.
- 21.2 The committees may include (without limitation) an audit and risk committee, a strategy and policy committee, and a nominations committee. Committees must have a Terms of Reference that must be agreed by the Board.
- 21.3 Committee members shall be appointed by the Board.
- 21.4 All acts and proceedings of a committee must be reported to the Trustees as soon as possible.
- 21.5 A committee must not incur expenditure or liability on behalf of the Charity except where authorised by the Board in accordance with a budget approved by the Trustees.
- 21.6 A committee may appoint a chair of its meetings if the Trustees do not nominate one.

21.7 If at any meeting the usual chair of the committee is not present within five minutes after the appointed starting time, the committee members present may choose one of their number to be chair of the meeting.

22. **Meetings of committees**

22.1 Unless the terms of reference for a committee provide otherwise:

- 22.1.1 a committee may meet and adjourn whenever it chooses;
- 22.1.2 a committee may take a decision in writing using the same procedure set out in Article 17.1, as though references to Trustees were references to members of that committee;
- 22.1.3 questions at a committee meeting must be decided by a majority of votes of the committee members present and in the case of an equality of votes, the chair of the committee meeting shall have a casting vote; and
- 22.1.4 a committee must keep records of its proceedings, including minutes of its meetings.

23. **Technical Advisory Group**

23.1 The Trustees may establish an advisory body, named the Technical Advisory Group (“TAG”), to provide scientific and technical advice to the Board.

23.2 The Board may adopt regulations to govern the TAG which specify:

- 23.2.1 the remit of the TAG;
- 23.2.2 the number and qualifications of members of the TAG;
- 23.2.3 such other matters as the Board may determine.

## **USE OF PROPERTY, BENEFITS FOR TRUSTEES AND MEMBERS**

### **24. Restrictions on use of funds or assets**

The income and property of the Charity shall be applied solely towards the promotion of the Objects.

### **25. Payments to Trustees**

25.1 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Charity.

25.2 Subject to Article 3.1.15, a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.

25.3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Charity. This does not prevent a Member who is not also a Trustee receiving:

- 25.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity; or
- 25.3.2 reasonable and proper remuneration for any goods or services supplied to the Charity.

25.4 Except as provided below, no Trustee may be employed by or receive any remuneration from the Charity (as defined in Article 25.13 below) but a connected person as defined under Article 25.12 below may be so employed or remunerated subject to observance of the conditions contained in Article 25.11 below.

25.5 No Trustee may:

- 25.5.1 buy any goods or services from the Charity;
- 25.5.2 sell goods, services or any interest in land to the Charity;
- 25.5.3 receive any other financial benefit from the Charity;

unless

- (a) the payment is permitted by Articles 25.6 - 25.12 and the Trustees follow the procedure and observe the conditions set out in Article 25.11; or
- (b) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

25.6 A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

25.7 A Trustee may enter into a contract for the supply of goods or services to the Charity, other than for acting as a Trustee, provided that the total value of the goods or services supplied in any one financial year does not exceed £5,000 or 1% of the Charity's income, whichever is the smaller number.

25.8 A Trustee 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 selected by the Trustees.

25.9 A company of which a Trustee 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 Trustee holds no more than 1% of the issued capital of that company.

25.10 A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.

25.11 The Charity and its Trustees may only rely upon the authority provided by this Article if each of the following conditions is satisfied:

25.11.1 The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances.

25.11.2 The Trustee is absent from the part of any meeting at which there is discussion of:

- (a) their employment or remuneration, or any matter concerning the contract; or
- (b) their performance in the employment, or their performance of the contract; or
- (c) any proposal to enter into any other contract or arrangement with them or to confer any benefit upon them that would be permitted under Articles 25.6 - 25.10; or
- (d) any other matter relating to a payment or the conferring of any benefit permitted by Articles 25.6 - 25.10.

25.11.3 The Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

25.11.4 The other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest).

25.11.5 The reason for their decision is recorded by the Trustees in minutes of the meeting.

25.11.6 A majority of the Trustees then in office have received no such payments.

25.12 The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:

25.12.1 a partner;

25.12.2 an employee;

25.12.3 a consultant;

25.12.4 a director; or

25.12.5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

25.13 In Articles 25.3, 25.4 and 25.6 - 25.11:

25.13.1 "**Charity**" shall include any company in which the Charity:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more directors to the Board of the company; and

25.13.2 "**Trustee**" shall include any Connected Person to the Trustee or any person living with the Trustee as their partner.

## CONFLICTS OF INTEREST

### 26. Meaning of terms

#### 26.1 For the purposes of Article 27:

- 26.1.1 **“Conflict”** means any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to any personal financial interest and any loyalty to another organisation) that conflicts or might conflict, with the interests of the Charity or which conflicts or might conflict with that Trustee’s duty to act solely in the interests of the Charity;
- 26.1.2 **“Conflicted Trustee”** means a Trustee in respect of whom a Conflict exists in relation to the matter in question; and
- 26.1.3 **“Un-conflicted Trustees”** means the Trustees who do not have a Conflict in relation to the matter in question.

### 27. Procedure

#### 27.1 A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Trustees, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

#### 27.2 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:

- 27.2.1 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and
- 27.2.2 be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Trustees, and shall not be counted in the quorum for that part of the discussion.

#### 27.3 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 27.1, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Charity. The conditions in Articles 27.1 and 27.2 apply to this authorisation.

#### 27.4 If a Conflict arises for a Trustee because of a duty of loyalty owed to another organisation or person, the Un-conflicted Trustees may authorise that Conflict where the following conditions apply:

- 27.4.1 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;
- 27.4.2 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; and

- 27.4.3 the Un-conflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying and ensure the authorisation is documented in the record of the meeting.
- 27.5 Any authorisation of a Conflict under Article 27.4:
  - 27.5.1 may impose upon the Conflicted Trustee such other requirements for the purposes of dealing with the Conflict as the Trustees think fit; and
  - 27.5.2 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.
- 27.6 Where the Un-conflicted Trustees authorise a Conflict under Article 27.4, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.
- 27.7 The Trustees may revoke or vary any authorisation given under Article 27.4 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.
- 27.8 The Trustees shall adopt a conflicts of interest policy that sets out more detailed guidance on managing conflicts of interest.

## **MEMBERS AND MEMBERSHIP**

**28. Membership**

28.1 Membership is open only to the Trustees.

28.2 A Trustee shall automatically:

28.2.1 be admitted as a Member on being appointed as a Trustee; and

28.2.2 cease to be a Member on ceasing to be a Trustee.

**29. No transfer of Membership**

29.1 Membership is not transferrable.

**30. Register of Members**

31. The Charity must maintain a register of Members, which shows for each Member their name, postal address and the dates on which they became a Member and ceased to be a Member.

**32. General Meetings**

32.1 Subject to the provisions of the Companies Act, the Charity shall dispense with the holding of general meetings. The Charity shall pass resolutions by means of written resolutions.

32.2 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting.

32.3 Where the Companies Act requires or the Members request a general meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the holding of meetings for private companies limited by guarantee shall apply.

**33. Written Resolutions**

33.1 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting, provided that:

33.1.1 it is in Writing;

33.1.2 a copy of the proposed resolution has been sent to every eligible Member;

33.1.3 in the case of a Special Resolution, it must be stated on the resolution that it is a Special Resolution, and it must be Signed by at least 75 percent of Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

33.1.4 in the case of an Ordinary Resolution, it must be Signed by a majority of Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings; and

- 33.1.5 it is contained in a document which has been received at the UK Office within the period of 28 days beginning with the circulation date.
- 33.2 A written resolution may consist of two or more documents in identical form Signed by Members and is passed when the required majority of eligible Members have signified their agreement to it.

## **GENERAL AND ADMINISTRATIVE PROVISIONS**

### **34. Appointment of reporting accountants or auditors**

34.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

### **35. Records and accounts**

35.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to maintaining a register of Members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

35.1.1 annual returns; and

35.1.2 annual reports and accounts.

35.2 The Trustees must also keep records of:

35.2.1 all proceedings at meetings of the Trustees, Members and Committees;

35.2.2 all Resolutions in Writing;

35.2.3 all reports of committees; and

35.2.4 all decisions taken by electronic means.

35.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

35.4 A copy of the Articles (and any resolutions relating to them) and latest available statement of account must be supplied on request to any Trustee. 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.

### **36. Irregularities**

36.1 The proceedings at any meeting or the passing of a Written Resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

36.2 Subject to Article 37.3, all acts done by a meeting of Trustees or by a committee or by a person acting as Trustee shall be valid notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any Trustee or any member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.

36.3 Article 37.2 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 37.2, the resolution would have been void.

### **37. Communications and notices**

37.1 Notices and other documents to be served on Members / Trustees under the Articles or the Companies Act may be served:

- 37.1.1 by hand;
- 37.1.2 by post; or
- 37.1.3 by suitable electronic means.

37.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 37.2.1 24 hours after being sent by electronic means, or delivered by hand to the relevant address;
- 37.2.2 two Clear Days after being sent by first class post to that address;
- 37.2.3 three Clear Days after being sent by second class or overseas post to that address;
- 37.2.4 immediately on being handed to the recipient personally; or
- 37.2.5 if earlier, as soon as the recipient acknowledges actual receipt.

38. **Registered Office**

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

39. **Amendments to these Articles**

39.1 No amendments may be made to these Articles which would cause the Charity to cease to be a charity in law.

39.2 Amendments may only be made to the following provisions in the Articles, with the prior written consent of the Commission:

- 39.2.1 the Objects; or
- 39.2.2 any provision relating to what happens to the Charity's property on winding up; or
- 39.2.3 any provision which would provide for any additional benefit to be obtained by Trustees or Members or persons connected with them.

39.3 The Charity shall inform the Commission and Companies House of any alterations to the Articles.

40. **Dissolution**

40.1 The Members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- 40.1.1 directly for the Objects; or

- 40.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 40.1.3 to any charity for use for particular purposes that fall within the Objects.

40.2 Subject to any such resolution of the Members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

- 40.2.1 directly for the Objects; or
- 40.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 40.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

40.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a Member that is itself a charity) and if no such resolution is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

#### **41. Limited liability and guarantee**

41.1 The liability of the Members is limited.

41.2 Every Member promises, if the Charity is dissolved while they are a Member or within twelve months after they cease to be a Member, to contribute such sum (not exceeding £1) as may be demanded of them towards the payment of the debts and liabilities of the Charity incurred before they cease to be a Member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributors among themselves.

#### **42. Indemnity**

42.1 The Charity shall indemnify every Trustee, auditor, reporting accountant, or other officer of the Charity 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.

#### **43. Interpretation**

43.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Company.

43.2 In the Articles, the following words and phrases have the following meanings:

<b>Word/phrase</b>	<b>Meanings</b>
<b>“address”</b>	a postal address or, for the purposes of electronic communication, an e-mail address or a text message number in each case registered with the Charity;
<b>“Articles”</b>	these Articles of Association and “ <b>Article</b> ” refers to a particular Article;

<b>“Board”</b>	the board of Trustees of the Charity, the members of which are the company directors and Charity Trustees;
<b>“Chair”</b>	the Chair of the Board of Trustees or any person discharging the functions of the Chair;
<b>“Charities Act”</b>	the Charities Act 2011;
<b>“Charity”</b>	the company regulated by these Articles;
<b>the “Commission”</b>	the Charity Commission for England and Wales;
<b>“Charity Trustee”</b>	has the meaning prescribed by section 177 of the Charities Act;
<b>“Clear Days”</b>	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
<b>“Companies Act”</b>	the Companies Acts (as defined in s.2 Companies Act 2006) in so far as they apply to the Charity;
<b>“Conflict”</b>	has the meaning given in Article 26.1;
<b>“Conflicted Trustee”</b>	has the meaning given in Article 26.1;
<b>“Connected Person”</b>	means, in relation to a Trustee:
	(i) a child, parent, grandchild, grandparent, brother or sister of that Trustee;
	(ii) the spouse or civil partner of that Trustee or of any person falling within (i) above;
	(iii) a person carrying on business in partnership with that Trustee or with any person falling within (i) or (ii) above;
	(iv) an institution which is controlled:
	(1) by that Trustee or any person falling within (i), (ii) or (iii) above; or
	(2) by two or more persons falling within (1) above, when taken together;
	(v) a body corporate in which that Trustee or any person falling within (i), (ii) or (iii) above has a substantial interest;
	and sections 350 – 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition;

<b>“document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form or by electronic means as defined in the Companies Act;
<b>“Member”</b>	a company member of the Charity pursuant to the Companies Act;
<b>“Objects”</b>	the Objects of the Charity as set out in Article 2.1;
<b>“Office”</b>	the registered office of the Charity;
<b>“Ordinary Resolution”</b>	a resolution agreed by a simple majority of the Members present 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 rights;
<b>“Secretary”</b>	the secretary of the Charity or any other person appointed to perform the duties formerly required of a company secretary, including a joint, assistant or deputy secretary and who may but need not be a Trustee;
<b>“Signed”</b>	shall include such forms of authentication that are permitted by law;
<b>“Special Resolution”</b>	a resolution agreed by a 75% majority of Members present and voting at a general meeting, or, in the case of a Written Resolution, by Members who together hold 75% of the voting rights;
<b>“Taxable Trading”</b>	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
<b>“Trustees”</b>	means the directors of the Charity who are Charity Trustees;
<b>“Un-conflicted Trustees”</b>	has the meaning given in Article 26.1;
<b>“Virtually”</b>	by telephone, video link, or other technology enabling all participants to communicate with one another in real time without being physically present in the same place; and
<b>“Written” or “in Writing”</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

43.3 In these Articles:

- 43.3.1 apart from the words defined above, any words or expression defined in the Companies Act, or the Charities Act, will have the same meanings in these Articles, unless the context indicates another meaning; and
- 43.3.2 references to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.