

MEMORANDUM & ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY

COMPANIES ACTS 1985, 1989 & 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

NUMBER ONE COMMUNITY TRUST (TW) LTD

1. **NAME**

The name of the company is Number One Community Trust (TW) Ltd (the 'Charity').

2. **REGISTERED OFFICE**

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

3. **OBJECTS**

The objects (the 'Objects') of the Charity are to support and improve the wellbeing of the residents of the Showfields and Ramslye estates in Royal Tunbridge Wells and to improve the environment in which they live generally and in particular but not exclusively:

1. to promote the physical, mental and spiritual health and wellbeing of local residents;
2. to improve the social and economic wellbeing of local residents;
3. to support the advancement of education and training;
4. to assist those who are seeking employment; and
5. to encourage environmental improvements in the neighbourhood.

4. **POWERS**

The Charity has the power to do anything which is calculated to further the Objects or is conducive or incidental to doing so. In particular the Charity has the powers detailed hereafter.

1. To acquire any freehold or leasehold property and to establish in such property a community centre or centres.
2. To provide facilities for spiritual development.

3. To enter into partnership with any appropriate statutory authority to ensure the continued provision of facilities for a library within property held by the Charity in furtherance of the Objects.
4. To provide, encourage and engage in other such ancillary activities conducive to the proper performance of the Objects and to encourage community involvement in such activities.
5. To promote or carry out research.
6. To provide advice.
7. To publish or distribute information.
8. To co-operate with other bodies.
9. To support, administer or set up other charities.
10. To raise funds (but not by means of taxable trading).
11. To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011).
12. To acquire or hire property of any kind.
13. To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011).
14. To make grants or loans of money and to give guarantees.
15. To set aside funds for special purposes or as reserves against future expenditure.
16. To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification).
17. To delegate the management of investments to a financial expert, but only on terms that:
 1. the investment policy is set down in writing for the financial expert by the Directors;
 2. every transaction is reported promptly to the Directors;
 3. the performance of the investments is reviewed regularly with the Directors;
 4. the Directors are entitled to cancel the delegation arrangement at any time;

5. the investment policy and the delegation arrangement are reviewed at least once a year;
 6. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
 7. the financial expert must not do anything outside the powers of the Directors.
18. 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 Directors or of a financial expert acting under their instructions and to pay any reasonable fee required.
 19. To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
 20. To provide indemnity insurance for the Directors in accordance with and subject to section 189 of the Charities Act 2011.
 21. Subject to clause 6, to employ paid or unpaid agents, staff or advisers.
 22. To enter into contracts to provide services to or on behalf of other bodies.
 23. To establish subsidiary companies to assist or act as agents for the Charity.
 24. To acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity.
 25. To pay the costs of forming the Charity.
 26. To do anything else within the law which promotes or helps to promote the Objects.

5. APPLICATION OF PROPERTY AND INCOME

- 5.1. The income and property of the charity shall be applied solely towards the promotion of the Objects.
- 5.2. A Director or officer of the Charity:
 - 5.2.1. is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity;
 - 5.2.2. may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

5.2.3. may receive an indemnity from the charity in the circumstances specified in article 7;

5.2.4. may not receive any other benefit or payment unless it is authorised by clause 6.

5.3. Subject to clause 6, 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 director receiving:

5.3.1. a benefit from the charity in the capacity of a beneficiary of the charity;

5.3.2. reasonable and proper remuneration for any goods or services supplied to the charity.

6. BENEFITS AND PAYMENTS TO DIRECTORS AND CONNECTED PERSONS

6.1. General provisions

No Director or connected person may:

1. buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;
2. sell goods, services, or any interest in land to the Charity;
3. be employed by, or receive any remuneration from, the Charity; or
4. receive any other financial benefit from the Charity unless the payment or benefit is permitted by sub-clause 6.2 or authorised by the court of the Charity Commission (the 'Commission'). In this clause a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.2. Scope and powers permitting Directors' or connected persons' benefit

1. A Director or connected person may receive a benefit from the Charity as a beneficiary of the Charity provided that a majority of the Directors do not benefit in this way.
2. A Director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to, the conditions in sections 185 to 188 of the Charities Act 2011.
3. Subject to sub-clause 6.3, a Director or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Director or connected person.

4. A Director or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must not be more than the Bank of England bank rate (also known as the base rate).
5. A Director or connected person may receive rent for premises let by the Director or connected person to the Charity. The amount of rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
6. A Director or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

6.3. Payment for supply of goods only – controls

The Charity and its Directors may only rely upon the authority provided by sub-clause 6.2.3 if each of the following conditions is satisfied.

1. The amount or maximum amount of the payment for the goods is set out in a written agreement between the Charity and the Director or connected person supplying the goods (the ‘Supplier’);
 - 6.3. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 3. The other Directors are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Directors must balance the advantage of contracting with a Director or connected person against the disadvantages of doing so.
 4. The supplier is absent from any part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with him with regard to the supply of goods to the Charity.
 5. The supplier does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting.
 6. The reason for their decision is recorded by the Directors in the Minutes of the meeting.
 7. A majority of the Directors then in office are not in receipt of remuneration or payments authorised by this clause 6.
4. In sub-clauses 6.2 and 6.3 the “Charity” includes any company in which the Charity:
- 4.1. holds more than 50% of the shares; or

- 4.2. controls more than 50% of the voting rights attached to the shares; or
- 4.3. has the right to appoint one or more directors to the board of the company.

6.5 “connected person” includes any person within the definition set out in section 1 of the Articles.

2. **CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY**

7.1 A Director must:

7.1.1 declare the nature and extent of any interest, direct or indirect, which he has 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; and

7.1.2 absent himself from any discussions of the Directors in which it is possible that a conflict of interest will arise between his duty to act solely in the interests of the Charity and any personal interest (including but not limited to any financial interest or duty of loyalty owed to another organisation or person).

7.2 Any Director absenting himself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decisions of the Directors on the matter.

8. **LIMITED LIABILITY**

The liability of members is limited.

9. **GUARANTEE**

Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member.

10. **DISSOLUTION**

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;
- (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.

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

11. **DEFINITIONS AND INTERPRETATION**

Words and expressions defined in the Articles have the same meanings in this Memorandum.

References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

MEMORANDUM & ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY

COMPANIES ACTS 1985, 1989 & 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF NUMBER ONE COMMUNITY TRUST (TW) LTD

1. DEFINITIONS AND INTERPRETATION

In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite them respectively in the second column thereof, if not inconsistent with the subject or context.

WORDS

MEANINGS

The Acts/Statutes

The Companies Acts 1985, 1989, 2006 and every other Act for the time being in force concerning the companies and affect the Company.
The Charities Act 2011 and every other Act for the time being in force concerning the charities and affect the Charity.

These Articles

These Articles of Association of the company from time to time in force.

AGM

An annual General Meeting of the Charity.

Authorised representative

An individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary.

Chairman

Chairman of the Trustees.

The Charity

The above-named company governed by these Articles.

Clear day	24 hours from midnight following the relevant event.
The Commission	The Charity Commission for England and Wales.
A Committee	A committee of the Directors/Trustees.
Connected person	<p>(a) a child, parent, grandchild, grandparent, brother or sister of a Director;</p> <p>(b) the spouse or civil partner of a Director or of any person falling within sub-clause (a) above;</p> <p>(c) a person carrying on business in partnership with a Director or with any person falling within sub-clause (a) or (b) above;</p> <p>(d) an institution which is controlled:</p> <p style="padding-left: 20px;">(i) by the Director or any connected person falling within sub-clause (a), (b) or (c) above; or</p> <p style="padding-left: 20px;">(ii) by two or more persons falling within sub-clause (d)(i), when taken together;</p> <p>(e) a body corporate in which:</p> <p style="padding-left: 20px;">(i) the Director or any connected person falling within sub-clause (a), (b) or (c) above has a substantial interest; or</p> <p style="padding-left: 20px;">(ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.</p> <p>Section 118 and 350-352 of the Charities Act 2011 applies for the purposes of interpreting the terms used in this constitution.</p>
The Directors	The directors/trustees for the time being of the Company.
Financial expert	Individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986.

Member and Membership	Refer to membership of the Charity.
Memorandum	The Charity's Memorandum of Association.
Month	Calendar month.
The Objects	The objects of the Charity as defined in clause 3 of the Memorandum.
The Registered Office	The registered office for the time being of the Charity.
The Seal	The Common seal of the Charity.
The Secretary	Any person appointed to perform the duties of Secretary of the Charity.
Taxable trading	Carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects.
Trustee	(a) Meaning prescribed by section 177 of the Charities Act 2011. (b) A director of the Charity.
Trustees	All directors of the Charity.
Written or in writing	Refers to a legible document on paper or by electronic mail.
Year	Calendar year.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.

Subject as aforesaid, any words or expression defined in the Statutes shall, if not inconsistent with the subject or context bear the same meanings in these Articles.

2. MEMBERSHIP

1. The number of members with which the company proposes to be registered is unlimited.
2. The Charity shall keep a register of Members in accordance with the Statutes.
3. Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
 1. applies to the Charity in the form required by the Directors;
 2. is approved by the Directors; and
 3. signs the Register of members or consents in writing to become a Member either personally or (in the case of a Member organisation) through an authorised representative.
4. The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
5. Membership is terminated if the Member concerned:
 1. gives notice of resignation to the Charity, unless after the resignation, there would be less than two Members;
 2. dies or (in the case of an organisation) ceases to exist;
 3. is six months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the full amount due); or
 4. is removed from membership by resolution of the Directors on the grounds that in it is in the best interests of the Charity that the membership is terminated, provided that the Member is given at least 21 days' notice in writing of the meeting at which the resolution will be passed and the reasons why it is to be proposed and the Member has been allowed to make representations to the meeting.
6. Membership of the Charity is not transferable.
7. No paid employee, whether in full or part time employment, or any person in receipt of fees or other form of remuneration from the Charity shall be eligible to be a Member, a Member of a Committee or a Director or act as proxy at any General Meeting of the Charity provided that the Directors may from time to time, and in individual cases only, suspend the operation of this Article in respect of Membership of the Charity or any Committee (other than the

Directors themselves) by a unanimous resolution of the Directors passed at a meeting of which at least seven days' clear notice has been given.

8. A person shall automatically cease to be a Member if not less than three fourths of the Directors present at a meeting called to consider the case shall at any time resolve that the continuance of the membership of any Member will, in their opinion, be prejudicial to the interests of the Charity provided always that no resolution passed by the directors at any such meeting under the provisions of this paragraph shall have validity or effect unless the Member in question shall have been given not less than 21 days notice of, and the right to attend at, the meeting and be heard in his defence.
9. A person ceasing to be a Member under the provisions of this Article shall be notified in writing to that effect and shall not be eligible for re-admission as a Member unless otherwise determined by the directors.
10. Other references in these Articles and the Charity's Memorandum to "members" and "membership" do not apply to non-voting members and non-voting members do not qualify as members for any purpose under the Charities Act.

3. **GENERAL MEETINGS**

1. Members are entitled to attend General Meetings either personally or (in the case of a Member organisation) by an authorised representative.
2. The Charity shall in each year hold a General Meeting as its Annual General Meeting ('AGM') and shall specify the meeting as such in the Notices calling it. Not more than 15 months shall elapse between the date of one AGM of the Charity and the next. Provided that so long as the Charity holds its first AGM within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The AGM shall be held at such time and place as the Directors shall appoint. All meetings other than the AGM shall be called General Meetings.
3. A General Meeting called for the passing of a special resolution and an AGM shall be called by at least 21 days' notice in writing. All other General Meetings shall be called by at least 14 days' notice in writing. In each case, such notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such manner, if any, as may be prescribed by the Charity in General Meeting to such persons as are, under these Articles, entitled to receive such notices from the Charity.
4. Provided that a General Meeting of the Charity shall notwithstanding that it is called by shorter notice than that specified on this Article be deemed to have been duly called if it is so agreed:

1. in the case of an AGM by at least 90 per cent of Members entitled to attend and vote thereat; and
2. in any other case by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90 per cent of the total voting rights at that meeting of all the members.
5. The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.
6. All business shall be deemed to be special that is transacted at an AGM with the exception of the consideration of accounts and balance sheets and the reports of the directors and the auditors, the election of the directors in the place of those retiring and the appointment of and the fixing of the remuneration of the auditors.
7. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided three Members present in person shall be a quorum. An authorised representative of a member organisation shall be counted in the quorum.
8. If within half an hour from the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of the Members, shall be dissolved; if any case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other time and place as the Directors shall appoint and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
9. The Chairman shall preside as Chairman at every General Meeting but if the Chairman is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to preside the Members present shall choose a Director or, if all the Directors present decline to take the chair, they shall choose some Member who shall be present and willing to preside.
10. The Chairman may, with the consent of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.
11. Whenever a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to be given any notice of any adjournment or of the business to be transacted at an adjourned meeting.
12. 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 be demanded by the Chairman of the

meeting, or by at least three Members present in person, or by Members present in person and representing not less than one tenth of the total voting power of all the Members having the right to vote at the meeting. Unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or has been carried unanimously or by a particular majority or lost, or not carried by a particular majority, coupled with an entry to that effect in the Minutes of the meeting shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

13. If a poll be demanded in manner aforesaid it shall be taken at such time and place, and in such manner as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
14. A demand for a poll may be withdrawn.
15. In the case of equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
16. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded.
17. Subject as hereinafter provided every Member shall have one vote.
18. Votes may be given on a show of hands or on a poll personally provided that on a show of hands a Member or Members shall have one vote only.
19. Proxies may be validly appointed by notice in writing which states the name and address of the member appointing the proxy, the identity of the proxy and the meeting which the proxy is appointed and which is duly executed by or on behalf of the appointing member and duly delivered to the Charity at least 7 days prior to the meeting.
20. 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.

A resolution in writing may comprise several copies to which one or more members have signified their agreement. In the case of a Member that is an organisation, its authorized representative may signify its agreement.

4. **THE DIRECTORS AND TRUSTEES**

1. The Directors as charity trustees have control of the Charity and its property and funds and shall manage the business of the charity and may exercise all the powers of the charity (subject to any restrictions imposed by the Statutes, these Articles or any special resolution).
2. The minimum number of Directors is three (3). The Charity may by ordinary resolution appoint a person willing to act as Director and determine the rotation in which the Directors are to retire.
3. The Parochial Church Council of St Mark's Church, Broadwater Down, Tunbridge Wells shall have the right to nominate at least half of the Trustees subject to Article 4.8 below.
4. The subscribers to the Memorandum are the first Trustees of the Charity.
5. Every Trustee must sign a declaration of willingness to act as a Trustee of the Charity before he is eligible to vote at any meeting of the Trustees.
6. Every Trustee must sign a copy of the Charity's Code of Conduct.
7. Apart from the first Trustees, every Trustee must be appointed for a term of three years by a resolution passed at a properly convened meeting of the Trustees.
8. In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Charity.
9. The Trustees will make available to each new Trustee, on or before his first appointment:
 1. a copy of the current version of this constitution;
 2. a copy of the Charity's latest Trustees' Annual Report and Statement of Accounts; and
 3. a copy of the Charity's Code of Conduct.
10. A Trustee ceases to hold office if he:
 1. resigns or retires by notifying the Charity in writing (but only if enough Trustees will remain in office when the notice of resignation or retirement takes effect to form a quorum for meetings);

2. is absent without the permission of the Trustees from four consecutive General Meetings without good cause agreed by the Trustees;
 3. is, in the opinion of the Trustees present and voting at a General Meeting, failing to further the best interests of the Charity and is removed by resolution passed by at least 50% of the Trustees present and voting at a General Meeting provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee;
 4. ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM);
 5. is removed by a resolution of the Members in a General Meeting provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be so removed;
 6. dies;
 7. in the written opinion, given to the Charity, of an appropriate 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; or
 8. is disqualified from acting as a Trustee by virtue of sections 178-180 of the Charities Act 2011 or ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
 9. is retired by virtue of the expiry of his or her tenure pursuant to Article 4.7.
11. Any person retiring as a Trustee is eligible for reappointment.
 12. A Trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least one year.
 13. 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 AGM.
 14. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. **PROCEEDINGS OF TRUSTEES**

1. The Trustees must hold at least six meetings each year.

2. A quorum at a meeting of the Trustees is three Trustees. 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.
3. Any Trustee may call a meeting of the Trustees. A meeting of the Trustees 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.
4. The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
5. Any decision may be taken either:
 1. at a General Meeting; or
 2. by resolution in writing or electronic form agreed by all of the Trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more Trustees has signed their agreement.
6. The resolution in writing may comprise several copies to which one or more Trustees have signified their agreement. Eligibility to vote on the resolution is limited to Members who are Trustees of the Charity on the date when the proposal is first circulated.
7. Except for the Chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
8. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. **POWERS OF TRUSTEES**

The Trustees have the powers detailed hereafter in the administration of the Charity.

1. To appoint (and remove) any Member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act.
2. To appoint a Chairman, Treasurer and other honorary officers from among their number.
3. To delegate any of their powers or functions to a Committee or Committees and, if they do, they shall determine the terms and conditions on which delegation is made. The Trustees may at any time alter those terms and conditions, or revoke the delegation.
4. This power is in addition to the power of delegation available to the Trustees but is subject to the following requirements:

1. a committee may consist of two or more persons but at least one Member of each committee must be a Trustee;
 2. the acts and proceedings of any committee must be brought to the attention of the Trustees as a whole as soon as reasonably practicable; and
 3. the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.
5. To make standing arrangements consistent with the Memorandum, these Articles and the Act to govern proceedings at General Meeting.
 6. To make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees.
 7. To make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any).
 8. To establish procedures to assist the resolution of disputes within the Charity.
 9. To exercise any powers of the Charity which are not reserved to a General Meeting.

7. INDEMNITY

The Charity shall indemnify a Director (or former Director) 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, provided that the foregoing indemnity shall not apply if in the reasonable opinion of the Directors (i) the circumstances may be harmful to the reputation of the Charity or (ii) the relevant Director has acted inappropriately or dishonestly.

8. RECORDS & ACCOUNTS

1. The Directors must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 1. annual reports;
 2. annual returns; and
 3. annual statements of account.
2. The Trustees must keep proper records of:
 1. all proceedings at General Meetings;

2. all proceedings at AGMs;
 3. all reports of committees; and
 4. all professional advice obtained.
3. Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
 4. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

9. **NOTICES**

1. Notices under these Articles may be sent by hand, or post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any newspaper distributed by the Charity.
2. The only address at which a Member is entitled to receive notices is the address shown in the register of members.
3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 1. 24 hours after having been sent by electronic means or delivered by hand to the relevant address;
 2. two clear days after being sent by first class post to that address;
 3. three clear days after being sent by second class or overseas post to that address;
 4. on the date of publication of a newspaper containing the notice;
 5. on being handed to the Member (or, in the case of a Member organisation, its authorised representative) personally; or, if earlier,
 6. as soon as the Member acknowledges actual receipt.
4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at the meeting.

10. **RULES**

The Directors may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and

management of the Charity but such rules or byelaws must not be inconsistent with any provision of this constitution. Copies of any such rules or byelaws currently in force must be made available to any Member of the Charity on request.

11. **DISPUTES**

If a dispute arises between Trustees and/or Members of the Charity about the validity of propriety of anything done by or on behalf 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.

12. **DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.