THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BRITISH ASSOCIATION FOR IMMEDIATE CARE

(Company Number: 03553177)

(adopted by special written resolution on 14 February 2020,
amended by special resolutions on 8 October 2026, 8 February 2021
and the 13 October 2013)

Birketts

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1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act	the Companies Act 2006;
Articles	the Charity's articles of association for the time being in force;
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Bye-Laws	has the meaning given in Article 36.1;
Charities Act	the Charities Act 2011;
Charity	British Association for Immediate Care, which is a charitable company regulated by the Articles;
Charity Commission	the Charity Commission for England and Wales;
Circulation Date	has the meaning given to it in the Act;
Clear Days	a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;
Connected Person	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or

(b) the spouse or civil partner of any person in (a); or

(c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or

(d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;

(e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form and electronic means	have the meaning given to such terms in section 1168 of the Act;
Financial Expert	a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;
Immediate Care	the provision of skilled medical help at the site of a traumatic or other medical emergency or in transit, and the clinical aspects of the management of major incidents, mass gathering medicine and disaster medicine;
Member	a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Model Articles	the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

Objects	the objects of the Charity as stated in Article 2;
Special Resolution	has the meaning given in section 283 of the Act;
Scheme	clinicians providing immediate care organised as a recognised group that has received formal recognition as an affiliated scheme;
Trustee	a trustee of the Charity (the Trustees are directors as defined in the Act and charity trustees as defined in the Charities Act);
United Kingdom	Great Britain and Northern Ireland; and
writing	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.

1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.5.1 any subordinate legislation from time to time made under it; and

1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall not apply to the Charity.

2. **OBJECTS**

2.1 The Charity's objects are specifically restricted to the following:

2.1.1 For the public benefit, the relief of persons suffering injury or illness including by, but not limited to:

2.1.1.1 advancing the education of individuals who provide pre-hospital immediate care including health care professionals from a wide range of professions as well as military medical personnel, associate practitioners, community first responders and first aid and voluntary rescue staff; and

2.1.1.2 acting as a resource body for schemes, individuals and other organisations who provide pre-hospital immediate care.

2.1.2 To advance the education of the public in general (and particularly amongst health care professionals) in the subject of pre-hospital immediate care and to promote research for the public benefit in all aspects of that subject and to publish the useful results of such research.

2.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom.

3. **POWERS**

3.1 In pursuance of the Objects, but not further or otherwise, the Charity has the power to:

3.1.1 accept (or disclaim) any gift of money, legacy or other property;

3.1.2 raise funds by way of subscription, donation or otherwise;

3.1.3 trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;

3.1.4 establish or purchase companies to carry on any trade;

3.1.5 sell, lease or otherwise dispose of all or any part of the Charity's real or personal property and any and all rights of the Charity, subject to such consents as may be required by law;

3.1.6 borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the

Charity's property and assets, subject to such consents as may be required by law;

3.1.7 lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;

3.1.8 buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;

3.1.9 set aside funds for particular purposes or as reserves against future expenditure;

3.1.10 deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;

3.1.11 delegate the management of investments to a Financial Expert, but only on terms that:

3.1.11.1 the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;

3.1.11.2 all transactions are reported promptly and regularly to the Trustees;

3.1.11.3 investment performance is reviewed regularly with the Trustees;

3.1.11.4 the delegation arrangement may be cancelled by the Trustees at any time;

3.1.11.5 a review of the investment policy and the delegation arrangement shall be carried out at least annually;

3.1.11.6 all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;

3.1.11.7 the Financial Expert must not do anything outside the powers of the Charity;

3.1.12 arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having

an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;

3.1.13 co-operate with other bodies and to exchange information and advice with them;

3.1.14 establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;

3.1.15 enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;

3.1.16 acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;

3.1.17 enter into contracts to provide services to or on behalf of other bodies;

3.1.18 provide or procure the provision of advice;

3.1.19 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;

3.1.20 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;

3.1.21 subject to Article 4.2:

3.1.21.1 employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and

3.1.21.2 make reasonable provision for the payment of pensions for employees and their dependents;

3.1.22 take out such insurance policies as are necessary to protect the Charity;

3.1.23 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act;

3.1.24 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

3.1.25 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;

3.1.26 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.1.27 provide and assist in the provision of money, materials or other aid;

3.1.28 act as trustee and to undertake and execute charitable trusts;

3.1.29 pay out of the funds of the Charity the costs incurred in connection with the formation and registration of the Charity as a company and as a charity; and

3.1.30 do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

4. APPLICATION OF INCOME AND PROPERTY

4.1 The income and property of the Charity shall only be applied to promote the Objects.

4.2 Except as provided below, no part 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 shall not prevent any payment in good faith by the Charity of:

4.2.1 a benefit to any Member in the capacity of a beneficiary of the Charity;

4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that Article 5 applies if such a Member is a Trustee;

4.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate;

4.2.4 reasonable and proper rent for premises demised or let by a Member to the Charity; and

4.2.5 any payment to a Member who is also a Trustee which is permitted under Article 5.

5. BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

5.1 A Trustee:

5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;

5.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;

5.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in Article 35;

5.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this Article 5.

5.2 Unless the benefit or payment is permitted under Article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

5.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;

5.2.2 sell goods, services, or any interest in land to the Charity;

5.2.3 be employed by, or receive any remuneration from the Charity; or

5.2.4 receive any other financial benefit from the Charity.

5.3 A Trustee or a Connected Person may:

5.3.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;

5.3.2 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 and 186 of the Charities Act;

5.3.3 subject to Article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;

5.3.4 receive reasonable and proper rent for premises let to the Charity;

5.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;

5.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and

5.3.7 receive or retain any payment for which prior written authorisation has been obtained from the Commission.

5.4 The Charity and its Trustees may only rely on the authority provided by Article 5.3.3 if each of the following conditions is satisfied:

5.4.1 the amount or maximum amount of the payment for the goods:

5.4.1.1 is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;

5.4.1.2 does not exceed what is reasonable in the circumstances for the supply of the goods in question;

5.4.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;

5.4.3 the Supplier:

5.4.3.1 is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;

5.4.3.2 does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 5.

5.5 In Article 5.3 and Article 5.4, the “Charity” includes any company in which the Charity:

5.5.1 holds more than 50% of the shares; or

5.5.2 controls more than 50 % of the voting rights attached to the shares; or

5.5.3 has the right to appoint one or more Trustees to the company.

5.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this Article 5.

6. WINDING UP

6.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Charity's remaining assets**) shall not be paid or distributed to the Members but shall be applied or transferred:

6.1.1 directly for one or more of the Objects;

6.1.2 to any charity or charities for purposes similar to the Objects; or

6.1.3 to any charity or charities for particular purposes falling within the Objects.

6.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to Article 6.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.

6.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

7. LIABILITY OF MEMBERS

7.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

7.1.1 payment of the Charity's debts and liabilities contracted before he ceases to be a Member

7.1.2 payment of the costs, charges and expenses of the winding up, and

7.1.3 adjustment of the rights of the contributories among themselves.

8. MEMBERS

8.1 The Charity shall admit to membership an individual who:

8.1.1 applies to the Charity using the application process approved by the Trustees and set out in the Bye-Laws;

8.1.2 meets the criteria in the Bye-Laws (where unclear, this is reviewed by the Chief Officer or the Trustees); and

8.1.3 pays the necessary current annual subscription fee, as determined by the Trustees from time to time and set out in the Bye-Laws, which are published on the Charity's website.

8.2 The Trustees may in their absolute discretion accept or decline to accept any application for (or renewal of) membership and need not give reasons for doing so.

8.3 The Charity shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.

8.4 Membership of the Charity does not constitute recognition of skill or competence.

8.5 Membership is not transferable.

8.6 It is the duty of each Member to exercise his, her or its powers as a Member in the way he, she or it decides in good faith would be most likely to further the purposes of the Charity.

8.7 The Trustees may establish different classes of membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members but shall not be obliged to accept any person fulfilling those criteria as a Member.

9. TERMINATION OF MEMBERSHIP

9.1 A Member shall cease to be a Member if:

9.1.1 the Member ceases to be eligible for membership of the Charity in accordance with Article 8;

9.1.2 the Member dies;

9.1.3 the Member resigns by giving notice to the Charity in writing, unless the resignation would cause there to be fewer than three Members;

9.1.4 any subscription or other sum payable by the Member to the Charity remains unpaid within two months of falling due and the Charity notifies the Member in writing of the termination of their membership;

9.1.5 the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that the membership is terminated. Such a resolution may not be passed unless:

9.1.5.1 the Member has been given at least 14 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and

9.1.5.2 the Member or, at the option of the Member, the Member's representative (who need not also be a Member) has been given a reasonable opportunity to make representations to the meeting either in person, in writing or by any suitable electronic means as agreed by the Member and the Trustees. The Trustees must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the membership of a Member.

A Member removed from membership by such a resolution shall remain liable to pay to the Charity any subscription or other sum owed by them.

9.2 Upon termination of a Member's membership for any reason, the Trustees may, in their absolute discretion, choose to refund any subscription or other sum paid by that Member to the Charity, however that Member shall not be entitled to any such refund, unless required in UK legislation.

10. ANNUAL GENERAL MEETINGS

10.1 The Charity shall hold an annual general meeting each year, with not more than 15 months elapsing between successive annual general meetings.

10.2 Each notice calling an annual general meeting shall specify the meeting as such and each annual general meeting shall take place at such time and at such place and/or by such electronic means of attendance as the Trustees shall think fit.

10.3 The business at an annual general meeting shall include:

10.3.1 the consideration of the accounts, balance sheets, reports of the Trustees and auditors;

10.3.2 the retirement, appointment or re-appointment of Trustees in accordance with the Articles;

10.3.3 the appointment of the auditors.

11. NOTICE OF GENERAL MEETINGS

11.1 General meetings (including, without limitation, annual general meetings) shall be called on a minimum of 14 clear days' notice.

11.2 A general meeting (including, without limitation, an annual general meeting) may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.

11.3 The notice shall specify the date and time of the meeting together with the place of and/or electronic means of attendance at the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.

11.4 The notice shall be given to:

11.4.1 each Member;

11.4.2 each Trustee; and

11.4.3 the auditor for the time being of the Charity.

11.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

12. PROCEEDINGS AT GENERAL MEETINGS

12.1 Every general meeting of the Charity shall have a chair:

12.1.1 The chair of the Trustees shall chair general meetings of the Charity or, if the chair of Trustees is absent, the vice-chair of Trustees shall act as chair.

12.1.2 If neither the chair nor the vice-chair of Trustees is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees shall chair the meeting.

12.1.3 If there is only one Trustee present and willing to act, that Trustee shall chair the meeting.

12.1.4 If no Trustee is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.

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

12.3 A quorum at a general meeting is four Trustees and 12 Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting

12.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place and/or electronic means of attendance as the Trustees shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall form a quorum.

12.5 The chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:

12.5.1 is to be adjourned to a particular date, time and place and/or electronic means of attendance; or

12.5.2 shall be adjourned to a date, time and place and/or electronic means of attendance to be appointed by the Trustees,

and shall have regard to any directions as to date, time and, as appropriate, place and/or electronic means of attendance which have been given by the meeting.

12.6 If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Charity shall give at least seven clear days' notice of it to the same persons whom notice of the Charity's general meetings is required to be given and containing the same information which such notice is required to contain.

12.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

12.8 A person is able to exercise the right to speak at a general meeting (including an annual general meeting) when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

12.9 A person is able to exercise the right to vote at a general meeting when:

12.9.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

12.9.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

12.10 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

12.11 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

13. VOTING AT GENERAL MEETINGS

13.1 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

13.2 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.

13.3 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.

13.4 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

13.5 A poll may be demanded by:

13.5.1 the chair of the meeting;

13.5.2 the Trustees;

13.5.3 two or more persons having the right to vote on the resolution; or

13.5.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

13.6 A demand for a poll may be withdrawn if:

13.6.1 the poll has not yet been taken; and

13.6.2 the chair of the meeting consents to the withdrawal.

13.7 A poll is demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.

13.8 Otherwise, a poll demanded must be taken either immediately or at such time and, as appropriate, such place and/or by electronic means as the chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and, as appropriate, place at and/or electronic means by which it is to be taken shall be announced at the meeting at which it was demanded or at least seven clear days' notice shall be given specifying the time and, as appropriate, place at and/or electronic means by which the poll is to be taken.

13.9 The poll shall be conducted in such manner as the chair directs and the chair may fix a time and, if appropriate, place and/or electronic means for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

13.10 If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

14. PROXIES

14.1 A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Charity.

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

14.2.1 states the name and address of the Member appointing the proxy;

14.2.2 identifies the person appointed to be that Members' proxy, or is authenticated in such manner as the Trustees may determine; and

14.2.3 is delivered to the Charity in accordance with the Articles not less than 48 hours (provided that for the purposes of this article, no account shall be taken of any part of a day that is not a Business Day) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.

A proxy notice which is not delivered in such manner shall be invalid unless the Trustees, in their discretion, accept the notice at any time before the meeting.

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

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

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

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

14.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as the meeting itself.

14.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

14.7 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

14.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

14.9 If a proxy is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

15. WRITTEN RESOLUTIONS

15.1 Subject to Article 15.4, a written resolution of the Members passed in accordance with this Article 15 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:

15.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or

15.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.

15.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

15.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.

15.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his term of office may not be passed as a written resolution.

15.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.

15.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

15.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;

15.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.

15.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

15.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.

15.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.

15.10 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

16. TRUSTEES

16.1 Subject to Article 16.2, unless otherwise determined by ordinary resolution, there shall be:

16.1.1 up to nine elected Trustees, who shall be elected in accordance with Article 18.1.1; and

16.1.2 up to five co-opted Trustees, who shall be appointed in accordance with Article 18.1.2,

provided that the total number of Trustees shall not be less than four nor more than twelve, and all persons appointed as Trustees must meet the eligibility criteria set by the Trustees from time to time and must not be subject to automatic termination under Article 20.1.

16.2 The individuals whose names are listed at Companies House as the directors of the company as at the date that these Articles are adopted as the new articles of association of the Charity shall be the first Trustees under these Articles. Subsequent Trustees are to be elected by the Members in accordance with Article 16.1.1 or co-opted by the Trustees in accordance with Article 16.1.2.

16.3 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

17. POWERS OF TRUSTEES

17.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.

17.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.

17.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

18. APPOINTMENT OF TRUSTEES

18.1 Any person who is willing and eligible (in accordance with Article 16.1) to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by:

18.1.1 ordinary resolution in accordance with the procedure for elections set out in the Bye Laws; or

18.1.2 by resolution of the Trustees.

18.2 In any case where, as a result of death, the Charity has no Members and no Trustees, the personal representatives of the last Member to have died have the right, by notice in writing, to appoint a person to be a Trustee.

18.3 For the purposes of Article 18.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

18.4 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.

19. **RETIREMENT OF TRUSTEES**

19.1 If a Trustee is required by the Articles to retire at an Annual General Meeting the retirement shall take effect on the conclusion of that meeting.

19.2 No Trustee shall serve for more than six consecutive years, unless at least two-thirds of the other Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.

20. **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

20.1 A Trustee shall cease to hold office if they:

20.1.1 are removed by ordinary resolution of the Charity pursuant to the Act;

20.1.2 cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a company director;

20.1.3 are disqualified from acting as a charity trustee by virtue of the Charities Act;

20.1.4 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;

20.1.5 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;

20.1.6 resign by written notice to the Charity, provided that at least four Trustees will remain in office once the resignation takes effect;

20.1.7 are absent from all the meetings of the Trustees held within a period of twelve consecutive months without the permission of the Trustees, and the Trustees resolve that their office be vacated; or

20.1.8 are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:

20.1.8.1 the Trustee has been given at least 14 Clear Days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and

20.1.8.2 the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

21. PROCEEDINGS OF TRUSTEES

21.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

21.2 The Trustees shall meet at least three times a year.

21.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

21.3.1 the appointment of any such Trustee or person acting as a Trustee was defective; or

21.3.2 any or all of them were disqualified; or

21.3.3 any or all of them were not entitled to vote on the matter.

22. CALLING A TRUSTEES' MEETING

22.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.

22.2 Notice of a meeting of the Trustees must be given to each Trustee but need not be in writing. The notice must specify:

22.2.1 the time, date and, as appropriate, place of and/or electronic means of attendance at the meeting;

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

22.2.3 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.

23. PARTICIPATION IN TRUSTEES' MEETINGS

23.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.

23.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

24. QUORUM FOR TRUSTEES' MEETINGS

24.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, provided it shall not be less than three and, unless otherwise fixed, it is three.

24.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

24.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to:

24.3.1 appoint further Trustees; or

24.3.2 call a general meeting so as to enable the members to appoint further Trustees.

25. CHAIRING TRUSTEES' MEETINGS

25.1 The Trustees shall appoint an elected Trustee who has been appointed in accordance with Article 18.1.1 to act as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended. On the same basis, the Trustees may also appoint any one of their number as vice-chair of Trustees and one of their number as honorary secretary.

25.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

25.3 The Trustees may terminate the appointment of a chair or any vice-chair of Trustees at any time.

26. DECISION-MAKING BY TRUSTEES

26.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 27.

26.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

27. UNANIMOUS DECISIONS BY TRUSTEES

27.1 A decision of the Trustees is taken in accordance with this Article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.

27.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.

27.3 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

27.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

28. DELEGATION BY TRUSTEES

28.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.

28.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.

28.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:

28.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and

28.3.2 no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.

28.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.

28.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.

28.6 The terms of any delegation to a committee shall be recorded in the minute book.

28.7 The Trustees may revoke or alter a delegation.

28.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

29. CONFLICTS OF INTERESTS

29.1 A Trustee must 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.

29.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

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

29.3.1 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;

29.3.2 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

29.3.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this Article 29.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

30. **COMPANY SECRETARY**

30.1 The Trustees may appoint any person who is willing to act as the company secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.

30.2 A company secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

31. **MINUTES**

31.1 The Trustees shall cause the Charity to keep the following records in writing and in permanent form:

31.1.1 minutes of proceedings at general meetings;

31.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;

31.1.3 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and

31.1.4 particulars of appointments of officers made by the Trustees.

32. **RECORDS AND ACCOUNTS**

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

32.1.1 annual reports;

32.1.2 annual returns; and

32.1.3 annual statements of account.

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

32.3 A copy of the Charity's latest available statement of account shall 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 of fulfilling the request, within two months of such request.

33. COMMUNICATIONS

33.1 The Charity may deliver a notice or other document to a Member:

33.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;

33.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members;

33.1.3 by electronic mail to an address notified by the Member in writing;

33.1.4 by a website, the address of which shall be notified to the Member in writing, with notification of such publication being given through the Charity's newsletter or other communication channels; or

33.1.5 by advertisement in at least two national newspapers.

33.2 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

33.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

33.4 If a notice or document is sent:

33.4.1 by post or other delivery service in accordance with Article 33.1.2, it is treated as being delivered:

33.4.1.1 24 hours after it was posted, if first class post was used; or

33.4.1.2 72 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

(a) properly addressed; and

(b) put into the post system or given to delivery agents with postage or delivery paid.

33.4.2 by fax, it is treated as being delivered at the time it was sent;

33.4.3 by electronic mail, it is treated as being delivered at the time it was sent;

33.4.4 by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

33.5 For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

33.6 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

34. IRREGULARITIES

The proceedings of any meeting or the taking of any poll 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 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.

35. INDEMNITY

35.1 Subject to Article 35.2, but without prejudice to any indemnity to which they may otherwise be entitled:

35.1.1 every Trustee or former Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and

35.1.2 every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.

35.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

36. BYE-LAWS

36.1 The Trustees may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Charity (the **Bye-Laws**). In particular, but without prejudice to the generality of the above, the Bye-Laws may regulate:

36.1.1 the admission of Members of the Charity, their subscriptions fees, rights and privileges and other conditions of membership;

36.1.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;

36.1.3 the eligibility criteria for appointment as a Trustee; and

36.1.4 the procedure at general meetings and meetings of the Trustees and committees to the extent that such procedure is not regulated by the Act or by the Articles.

36.2 The Trustees may alter, add to or repeal the Bye-Laws from time to time.

36.3 The Bye-Laws shall be binding on all Members, and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.