

**Memorandum and  
articles of association  
of  
Quartet Community Foundation**  
(previously Greater Bristol Foundation)

Company number: 3981052

Registered charity number: 1080418

Date of incorporation: 19 April 2000

**Revised: 30 August 2012**

Certified as a true and exact copy

Signed..........

Director

Date.....*12<sup>th</sup> September 2012*.....

**The Companies Acts 1985 to 2006**

**Company limited by guarantee and  
not having a share capital**

**Memorandum of association  
of  
Quartet Community Foundation**

**1. *Company name***

The Company's name is Quartet Community Foundation ("the Foundation")

**2. *Registered office***

The Foundation's registered office is to be situated in England and Wales.

**3. *Objects***

The Foundation's objects are:

- a. the promotion of any charitable purposes for the benefit of the community in the sub-region comprising the area in and around the City of Bristol ("the area of benefit") and in particular, the advancement of education, the protection of good health, both mental and physical, the relief of poverty and sickness and the provision of equipment in the interests of social welfare and for the public benefit of facilities for recreation or other leisure time occupation with the object of improving the conditions of life of persons for whom the facilities are primarily intended and conservation of the environment for the benefit of the public; and
- b. other exclusively charitable purposes in the United Kingdom and elsewhere with a preference for those which are in the opinion of the trustees beneficial to the community in the area of benefit.

**4. *Powers***

4.1 In pursuance of the above objects, but not further or otherwise, the Foundation shall, subject to sub clauses 4.2 to 4.5, have the following powers:

- a. to open and operate bank accounts and other banking facilities and to draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills, cheques and other instruments.
- b. to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be thought fit for the purpose of raising voluntary funds in support of the objects of the Foundation in the form of donations, annual subscriptions or otherwise and to receive and accept them.;

- c. to take and accept subscriptions, donations, devises, and bequests of any real or personal property or other assets;
- d. to make any charitable donation either in cash or assets for the furtherance of the objects of the Foundation;
- e. to establish and support or aid in the establishment and support of any charitable association, society, corporation or trust having objects wholly or partly similar to those of the Foundation and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Foundation;
- f. to undertake and execute any charitable trusts which may lawfully be undertaken by the Foundation;
- g. to foster and undertake research into any aspect of the objects of the Foundation and its work and to disseminate the results of any such research and to provide for the delivery, holding and documentation of lectures, exhibitions, meetings and to commission and make films and video tapes and to sponsor or to arrange radio and television broadcasts in furtherance of the objects of the Foundation.
- h. to cause to be written or printed or otherwise reproduced and circulated either gratuitously or by way of sale, any reports, periodicals, newsletters, magazines, books, leaflets or films or recorded tapes which are desirable for the promotion of the Foundation and its objects;
- i. to promote, arrange, organise or assist in the promotion or organisation of exhibitions, seminars, conferences, courses and lectures and to disseminate the proceedings and papers given at such events;
- j. to commission, arrange, prepare, print, publish, issue and disseminate any programme, pamphlet, book, document, film, recording or other artistic work and to fix, make and receive fees, royalties and other charges therefore and for admission to and otherwise in respect of any exhibition, performance or display;
- k. to establish, promote, support, aid, amalgamate, affiliate or co-operate with and subscribe to any association, society, company, institution or trust which shall be charitable by law and to purchase or otherwise acquire and undertake all or any part of the property, assets liabilities and engagements of any such association, society, company, institution or trust;
- l. to invest the funds of the Foundation not immediately required for its purposes in or upon such shares, stocks, funds, securities or freehold or leasehold property or other land or investments in any part of the world and on such terms as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject as provided in this memorandum of association;
- m. to accept, retain or refuse any new shares, stock or debentures in any company or undertaking which may be allocated to the Foundation in respect of investments held by them as part of the funds of the Foundation;

- n. to insure and arrange insurance cover for and to indemnify its employees, servants and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- o. subject to the Trustees obtaining the prior written consent of the Charity Commission, to provide indemnity insurance to cover the liability of the trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Foundation provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
- p. to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and to apply for registration of any patents, rights, copyrights, licences and the like and to construct, maintain or alter them for any of the purposes of the Foundation;
- q. subject to such consents as may be required by law, to improve, manage, cultivate, develop, exchange, let on lease or otherwise grant rights and privileges in respect of or otherwise deal with, sell, mortgage, dispose of, or turn to account all or any of the property, rights or assets of the Foundation;
- r. subject to such consents as may be required by law to borrow or raise money for the objects of the Foundation on such terms as may be thought fit and to secure the repayment of any money borrowed, raised or owing, and interest on it, by mortgage, charge or lien upon the whole or any part of the property or assets (whether present or future) of the Foundation and whether by the creation and issue of debentures or debenture stock or otherwise and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Foundation of any obligation or liability it may undertake;
- s. to pay and discharge any rent, rates, taxed costs or insurance, improvements, repairs or other outgoings payable from time to time in respect of any freehold, leasehold or other property of the Foundation and any legal or other administrative expenses payable from time to time in connection with it;
- t. to payout of the funds of the Foundation the costs, charges and expenses of and incidental to the formation and registration of the Foundation;
- u. to employ and pay any person or persons whether on a full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Foundation;
- v. to do all such other lawful things as shall promote the attainment and furtherance of the Foundation's objects or any of them; and
- w. to appoint on such terms (including provision for reasonable remuneration) as the trustees shall in their discretion think fit any person or persons ("**the investment manager**") having 15 years' experience in the City of London or other appropriate financial centre

in the United Kingdom of one or more of the businesses of stockbrokers, merchant bankers, finance houses and issuing houses who is authorised to carry out investment business under the Financial Services and Markets Act 2000 whom the trustees reasonably believe to be qualified by his ability in and practical experience of financial matters to be their investment adviser for the purposes of advising them in relation to the investments of the Foundation and managing such investments but subject to the following conditions:

- i. the delegated powers shall be exercisable only within clear policy guidelines and investment objectives drawn up in advance by the trustees and within the powers of investment applicable to the Foundation;
  - ii. the investment manager shall report generally at regular intervals upon the current state, past performance and future prospects of the investments of the Foundation;
  - iii. the trustees shall be entitled at any time and without notice to review, revoke or alter the delegation or the terms of the appointment; and
  - iv. the trustees shall be bound to review the arrangements for delegation and the policy and objectives at least once in every 12 months.
- 4.2 In case the Foundation shall take or hold any property which may be subject to any trusts, the Foundation shall deal with or invest it only in the manner as allowed by law, having regard to such trusts.
- 4.3 The objects of the Foundation shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- 4.4 In case the Foundation shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Secretary of State for Education or the Secretary of State for Wales, the Foundation shall not sell, mortgage, charge or lease it without such authority, approval or consent as may be required by law.
- 4.5 In carrying out its objects the Foundation shall, through its agreed policies and by taking positive action, seek to ensure equality of opportunity for, and oppose discrimination against all sections of the community.

## **5. *Application of income and property***

- 5.1 Subject to sub-clause 5.2, the income and property of the Foundation shall be applied solely towards the promotion of its objects as set forth in this memorandum of association and no portion of it shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Foundation; and no trustee or person to whom (with or without any other person or persons) any of the functions of the trustees have been delegated shall be appointed to any office of the Foundation paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Foundation.

- 5.2 Nothing in sub-clause 5.1 shall prevent any payment in good faith by the Foundation:
- a. of reasonable and proper remuneration to any trustee who is a solicitor, chartered accountant or other professional person for professional services rendered by him or his firm to the Foundation;
  - b. of interest on money lent by any member of the Foundation or by any of its trustees at a reasonable and proper rate;
  - c. of reasonable and proper rent for premises demised or let by any member of the Foundation or any of its trustees;
  - d. to any of its trustees of out-of-pocket expenses;
  - e. of fees, remuneration or other benefit in money or money's worth to a company of which a trustee may be a member holding not more than 1/100<sup>th</sup> part of the capital of that company; or
  - f. subject to the Trustees obtaining the prior written consent of the Charity Commission of any premium in respect of any indemnity insurance to cover the liability of the trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Foundation provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.

## 6. *Limited liability*

The liability of the Members is limited.

## 7. *Contribution to assets of the Foundation*

Every member of the Foundation undertakes to contribute such amount as may be required (not exceeding £1) to the Foundation's assets if it shall be wound up while he is a member within 1 year after he ceases to be a member, for payment of the Foundation's debts and liabilities contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

## 8. *Application of assets on a winding-up*

If upon the winding-up or dissolution of the Foundation there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Foundation, but shall be given or transferred to some other charitable body or bodies having objects similar to the objects of the Foundation, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Foundation under or by virtue of clause 5, such charitable body or bodies to be determined by the members of the Foundation at or before the time of dissolution, and if and so far as effect cannot be given to this provision,

then to some other charitable body or bodies the objects of which are the promotion of charity to be similarly determined.

**9. *Interpretation***

Words and expressions defined in the Foundation's articles of association shall, unless the context otherwise requires, have the same meanings in this memorandum.

## The Companies Acts 1985 to 2006

Company limited by guarantee  
And not having a share capital

### Articles of Association of Quartet Community Foundation

#### Preliminary

#### 1. *Interpretation*

1.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

- "Act"** the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force;
- "these Articles"** these Articles of Association as altered or varied from time to time (and **"Article"** means one of these Articles);
- "Auditors"** the auditors for the time being of the Foundation;
- "Board"** the board of Trustees for the time being of the Foundation or the Trustees present at a duly convened meeting of Trustees at which a quorum is present;
- "Chairman"** the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Foundation;
- "clear days"** (in relation to the period of notice) that period, excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- "Foundation"** Quartet Community Foundation;
- "execution"** any mode of execution (and **"executed"** shall be construed accordingly);
- "member"** the members of the Foundation shall be the subscribers to the Memorandum, the Trustees from time to time and such other persons as are admitted to membership by the Trustees;
- "Office"** the registered office for the time being of the Foundation;
- "Register"** the register of members of the Foundation to be kept pursuant to Section 113 of the Act;
- "Secretary"** the secretary for the time being of the Foundation or any other person appointed to perform any of the



duties of the secretary of the Foundation including (subject to the provisions of the Act) and joint assistant or deputy secretary;

**"Trustee"** a trustee for the time being of the Foundation; and

**"United Kingdom"** Great Britain and Northern Ireland.

1.2 In these Articles unless the context otherwise requires:

- a. words in the singular include the plural and vice versa and words in one gender include any other gender;
- b. a reference to a statute or a statutory provision includes:
  - i. any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it; and
  - ii. any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;
- c. A reference to a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
- d. Except as set out in Article 1.1, terms defined in the Act have the meanings attributed to them by it.

1.3 The headings are inserted for convenience only and shall not affect the construction of these Articles.

## **Members**

### **2. *Appointment of members***

The subscribers to the memorandum of association of the Foundation and such other persons as are admitted to membership in accordance with these Articles shall be members of the Foundation. Every person who wishes to become a member shall deliver to the Foundation an application for membership in such form as the Board may require executed by him. Membership shall not be transferable.

### **3. *Board approval of members***

The Board may in its absolute discretion decline to accept any persons as a member and need not give reasons for so doing. The Board may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as members.

### **4. *Cessation of membership***

A member shall cease to be a member:

- a. if he resigns by notice in writing delivered to the Foundation at the Office in which event he shall be deemed to have resigned as a

member on the service of that notice on the Foundation or at such later date as is specified in the notice;

- b. if any subscription or other sum payable by the member of the Foundation is not paid on the due date and remains unpaid 7 days after notice served on the member by the Foundation informing him that he will be removed from membership if it is not paid. The Foundation may re-admit to membership any person removed from membership on this ground on his paying such sum in respect of the sum due as the Foundation may determine;
- c. if he dies or becomes bankrupt or makes any arrangement of composition with his creditors generally;
- d. if, at a meeting of the Board, a resolution is passed resolving that the member be expelled. Such a Resolution shall not be passed unless the member has been given not less than 14 clear days' notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board or (in the case of any breach of these Articles) a reasonable opportunity of remedying the breach if it is capable of remedy. If such a resolution as is referred to in this paragraph is passed, then the member shall forthwith cease to be a member but without prejudice to the liability of the member to pay to the Foundation any subscription or other sum owed by him; and
- e. if he holds office as a Trustee or Secretary and for any reason ceases to be a Trustee or Secretary in which case he shall be deemed to have resigned as a member with effect from the date on which he ceased to be a Trustee or Secretary.

## **5. *Subscriptions and fees***

The Board may in its discretion levy subscriptions and fees on all members of the Foundation at such rates as it shall determine and may levy subscriptions and fees at different rates on different categories of members.

## **6. *Appointment of patrons etc***

- 6.1 Subject to the provisions of this Article 6, the Trustees may from time to time and in their absolute discretion, appoint any person or persons as a patron, president or vice-president of the Foundation.
- 6.2 The Board may appoint and remove any person or persons as a patron, president or vice president of the Foundation and on such terms as it shall think fit. Any person appointed shall have the right to attend and speak (but not vote) at any general meeting of the Foundation and to be given notice of it as if a member and shall also have the right to receive accounts of the Foundation when available to members.

## **General meetings**

**7. *Annual general meetings***

Subject to the provisions of the Act, annual general meetings shall be held at such time and place as the Board may determine within 6 months of the end of the financial year of the Foundation or as soon as practicable thereafter but in any event no later than 2 months after the accounts of the Foundation have been finalised.

**8. *Extraordinary general meetings***

All general meetings other than annual general meetings, shall be called extraordinary general meetings.

**9. *Convening of extraordinary general meeting***

The Board may convene an extraordinary general meeting whenever it thinks fit. An extraordinary general meeting shall also be convened by such requisitionists as provided by Section 303 of the Act. At any meeting convened by the Board or by such requisitionists no business shall be transacted except that stated by the requisition or proposed by the Board.

**10. *Notice of general meetings***

- 10.1 An annual general meeting and an extraordinary general meeting convened for the passing of a special resolution or a resolution appointing a person as a Trustee or (save as provided by the Act) a resolution of which special notice has been given to the Foundation shall be convened by not less than 21 clear days' notice in writing. Other extraordinary general meetings shall be convened by not less than 14 clear days' notice in writing.
- 10.2 Subject to the provisions of the Act and notwithstanding that it is convened by shorter notice than that specified in this Article 10, a general meeting shall be deemed to have been duly convened if it is so agreed:
- a. in the case of an annual general meeting by all the members entitled to attend and vote at the meeting; and
  - b. in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting being a majority together holding not less than 95 per cent of the total voting rights at that meeting of all the members.
- 10.3 Every notice convening a general meeting shall specify:
- a. whether the meeting is an annual general meeting or an extraordinary general meeting.
  - b. the place, the day and the time of the meeting; and
  - c. the general nature of the business to be transacted.
- 10.4 The notice shall be given to the members (other than any who under the provisions of these Articles are not entitled to receive notice from the Foundation), the Trustees, honorary officers, the members of any sub-committees and to the Auditors.

**11. *Omission to send notice***

The accidental omission to give notice of meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

**Proceedings at general meetings**

**12. *Quorum***

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a chairman which shall not be treated as part of the business of that meeting. Subject to the provisions of Article 14, one half (rounded up to the nearest whole number) of the number of persons entitled to attend and vote on the business to be transacted, each being a member present in person shall be a quorum.

**13. *If quorum not present***

If within 15 minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Board may determine being not less than 7 nor more than 28 days thereafter. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the members present shall be a quorum.

**14. *Chairman***

The chairman of the Board shall preside as Chairman at every general meeting of the Foundation. If there be no such Chairman or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting or shall be unwilling to act as Chairman, the Trustees present shall choose one of their number to act as Chairman of the meeting.

**15. *Trustee may attend and speak***

A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting of the Foundation.

**16. *Power to adjourn***

The Chairman of the general meeting may, with the consent of a meeting at which a quorum is present and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as he shall determine. However, without prejudice to any other power which he may have under these Articles or at common law, the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite

period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting, to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting or to ensure that the business of the meeting is properly disposed of.

**17. *Notice of adjourned meeting***

When a meeting is adjourned for 14 days or more, 7 clear days' notice at the least, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

**18. *Business of adjourned meeting***

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

**Voting**

**19. *Method of voting***

At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after the declaration of the result of the show of hands) a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by:

- a. the Chairman of the meeting; or
- b. by at least 2 members present in person having the right to vote at the meeting; or
- c. a member or members present in person representing not less than one tenth of the voting rights of all the members having the right to vote at the meeting.

**20. *Chairman's declaration conclusive on show of hands***

Unless a poll is duly demanded, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive and an entry to that effect in the book containing the minutes of proceedings of the Foundation shall be conclusive evidence of it without proof of the number or proportion of the votes recorded in favour of or against such resolution.

**21. *Objection to error in voting***

No objection shall be raised to the qualification of any voter or to the counting of or failure to count any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered or

at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

## **22. *Amendment to resolutions***

If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a special or extraordinary resolution no amendment to it (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on.

## **23. *Procedure on a poll***

- 23.1 A poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner and at such time and place as the Chairman shall direct.
- 23.2 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
- 23.3 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a demand is withdrawn, the persons entitled in accordance with Article 19 may demand a poll.

## **24. *Votes of members***

- 24.1 Subject to the provisions of the Act and to any suspension of voting rights pursuant to these Articles, at any general meeting every member who is present in person shall have one vote both on a show of hands and on a poll.

## **25. *Casting vote***

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote.

## **26. *Restriction on voting rights***

No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting or to exercise any right as a member unless all sums presently payable by him to the Foundation have been paid to the Foundation.

## **Appointment and retirement of Trustees**

### **27. *Number of Trustees***

The number of Trustees shall be not less than 3 subject to a maximum to be determined from time to time by the Board.

- 27.1 The subscribers to the memorandum of association shall be the Trustees of the Foundation.

### **28. *The Society of Merchant Venturers***

- 28.1 Subject to Article 27.1, the Society of Merchant Venturers shall have the right by notice in writing delivered to the Secretary or at any meeting of the Board, to nominate a person for appointment as a Trustee.

- 28.2 Any person so nominated shall, provided that such person is approved by the Board (such approval not to be withheld or delayed unless the person so nominated is not in all the circumstances reasonably suitable to hold the office of a Trustee) be duly appointed a Trustee by resolution of the Board and shall be subject to retirement by rotation.

- 28.3 If the Board shall not approve any person nominated for appointment in accordance with this Article, then his nominating body shall have the right to nominate an alternative and the provisions of this Article shall likewise apply to any such further nomination.

- 28.4 If any Trustee who has been nominated a Trustee under this Article retires or is removed as a Trustee under Article 33, then his nominating body shall be entitled to nominate a replacement in accordance with the provisions of this Article.

### **29. *Power of Foundation to appoint Trustees***

Subject to the provisions of these Articles, the Foundation may by ordinary resolution appoint a person who is willing to act to be a Trustee, either to fill a vacancy, or as an addition to the existing Board and may also determine the rotation in which any additional Trustees are to retire, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles.

### **30. *Power of Board to appoint Trustees***

Without prejudice to the power of the Foundation to appoint any person to be a Trustee pursuant to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a Trustee, either to fill a vacancy or as an addition to the existing Board, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the annual general meeting of the Foundation next following his appointment and shall then be eligible for re-election. If not re-appointed at that annual general meeting, he shall vacate office at its conclusion.

**31. *Eligibility of new Trustees***

No person other than a Trustee retiring by rotation shall be appointed or re-appointed a Trustee at any general meeting unless:

- a. he is recommended by the Board; or
- b. not less than 7 nor more than 35 clear days before the date appointed for the meeting, notice duly executed by a member (other than the person to be proposed) qualified to vote at the meeting has been given to the Foundation of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Foundation's register of directors together with notice executed by that person of his willingness to be appointed or re-appointed.

**32. *Trustees' term of office***

- 32.1 The normal term of office for trustees shall be 3 years. A trustee shall be eligible for re-election by the Trustees for one further term of 3 years.
- 32.2 After a Trustee has served 2 consecutive terms in office, he or she shall be eligible for re-election only if the Board considers in exceptional circumstances that it would be in the best interests of the Foundation for that Trustee to be eligible for re-election on his or her retirement for a maximum of one further term or such shorter additional period as the Board shall decide.



### **33. *Removal by ordinary resolution***

The Foundation may by ordinary resolution of which special notice has been given in accordance with Section 379 of the Act remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Foundation and such Trustee and, without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Foundation, may (subject to these Articles) by ordinary resolution appoint another person who is willing to act to be a Trustee in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Trustee is to retire by rotation, as if he had become a Trustee on the day on which the person in whose place he is appointed was last appointed or re-appointed a Trustee. In default of such appointment the vacancy arising upon the removal of a Trustee from office may be filled by a casual vacancy.

### **34. *Vacation of office by Trustee***

34.1 The office of a Trustee shall be vacated if:

- a. he resigns by notice in writing delivered to the Secretary at the Office or tendered at a Board meeting in which event he shall vacate that office on the service of that notice on the Foundation or at such later time as is specified in the notice or he offers in writing to resign from his office and the Trustees resolve to accept such offer;
- b. he ceases to be a Trustee by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a director of a Company or a trustee of a charity;
- c. he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order under Section 253, Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- d. an order is made by any court of competent jurisdiction (whether in the United Kingdom or elsewhere) on the ground (howsoever formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force in the United Kingdom relating to mental disorder or, in any other territory, in pursuance of an application for admission under analogous legislation or regulations and the Board resolves that his office be vacated;
- e. he shall be absent, without the permission of the Board, from Board meetings for 6 consecutive months and the Board resolves that his office be vacated;
- f. he is requested to resign by notice in writing addressed to him at his address as shown in the register of Trustees and signed by all the other Trustees; or

- g. he is convicted of an indictable offence and the Trustees shall resolve that it is undesirable in the interests of the Foundation that he remains a Trustee of the Foundation.
- 34.2 A resolution of the Board declaring a Trustee to have vacated office under the terms of Article 34.1 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

## **Trustees' remuneration and expenses**

### **35. *Trustees' fees***

Except to the extent permitted by clause 5 of the memorandum of association of the Foundation, the Trustees shall not be entitled to any salary, remuneration or other benefit in money or money's worth from the Foundation

### **36. *Expenses***

The Trustees shall be entitled to be paid all reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Trustees, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings of the Foundation.

## **Powers and duties of the Board**

### **37. *Powers of the Board***

Subject to the provisions of the Act, the memorandum of association of the Foundation and these Articles and to any directions given by special resolution of the Foundation, the business of the Foundation shall be managed by the Board, which may exercise all the powers of the Foundation in fulfilment of the Foundation's objects. No alteration of the memorandum of association or of these Articles and no such direction given by the Foundation shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article.

### **38. *Powers of Trustees being less than minimum number***

If the number of Trustees is less than the minimum for the time being prescribed by these Articles the remaining Trustee or Trustees shall act only for the purposes of appointing an additional Trustee or Trustees to make up such minimum or of convening a general meeting of the Foundation for the purpose of making such appointment. If there are no Trustee or Trustees able or willing to act, any two members may summon a general meeting for the purpose of appointing Trustees. Subject to the provisions of these Articles, any additional Trustee so appointed shall hold office only until the dissolution of the annual general meeting of the

Foundation next following such appointment unless he is re-elected during such meeting.

**39. *Delegation to committees***

39.1 The Board may delegate any of its powers, authorities and discretions for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Trustees and (if thought fit) one or more other persons provided that:

- a. a majority of the members of a committee shall be Trustees; and
- b. no resolution of a committee shall be effective unless a majority of those present when it is passed are Trustees.

39.2 The Board may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with two or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

**40. *Signature of cheques etc***

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for money paid to the Foundation, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time by resolution determine.

**41. *Exercise of voting power***

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Foundation or any power of appointment to be exercised by the Foundation in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Trustee as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).

**42. *Borrowing powers***

Subject as provided in the memorandum of association of the Foundation, the Board may exercise all the powers of the Foundation to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present or future) of the Foundation.

## **Proceedings of Trustees and Committees**

### **43. *Board meetings***

Subject to the provisions of these Articles, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit provided that the Board shall meet not less than once in each calendar year.

### **44. *Notice of Board meetings***

- 44.1 One Trustee may, and the Secretary at the request of a Trustee shall, call a Board meeting at any time. Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Foundation for this purpose. A Trustee may waive the requirement that notice be given to him of any Board meeting either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Trustee who is absent from the United Kingdom unless he has requested the Board in writing that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom notified to the Foundation for this purpose but he shall not in such event be entitled to a longer period of notice than if he had been present in the United Kingdom at that address.
- 44.2 The Chairman of the Board or any two Trustees may at any time convene a special meeting of the Trustees upon at least 14 days notice being given to the other Trustees of the matters to be discussed. Provided always that the Chairman of the Board may, if he is satisfied that the urgency of the matter so requires, convene such a special meeting upon at least 48 hours notice being given to the other Trustees thereof.

### **45. *Quorum***

The quorum necessary for the transaction of business may be determined by the Board and unless and until otherwise determined shall be one half (rounded up to the nearest whole number) of the number of Trustees for the time being holding office. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions for the time being vested in or exercisable by the Board. Any Trustee who ceases to be a Trustee at a meeting of the Board may continue to be present and to act as a Trustee and be counted in the quorum until the termination of the meeting of the Board if no Trustee objects and if otherwise a quorum would not be present.

### **46. *Chairman of Board and Deputy Chairman***

- 46.1 The Board shall appoint any Chairman of the Board who shall hold office as such until the end of the first annual general meeting of the Foundation. Thereafter the Trustees shall subject to Article 46.3 appoint a Chairman to hold such office until the end of the succeeding annual general meeting, the retiring Chairman being eligible for re-election on 2 successive occasions. If no such Chairman is elected or if at any meeting the Chairman is not present within 15 minutes of the time

appointed for holding the same, the Trustees present shall choose one of their number to be Chairman of such meeting.

- 46.2 In the event of a vacancy in the office of Chairman between annual general meetings the Trustees shall at their next meeting appoint a Chairman from among their number who shall hold office as such until the end of the succeeding annual general meeting and if re-elected at the meeting shall be eligible for re-election on 2 further successive occasions.
- 46.3 Notwithstanding the provisions of Article 46.1, the Chairman may, by a resolution of the Board passed by not less than 75% of Trustees, be re-appointed as Chairman for up to 6 years subject always to the provisions of Article 32.2.
- 46.4 The Board may from time to time appoint a Deputy Chairman. In the event of the death or permanent incapacity of the Chairman whilst in office, the Deputy Chairman shall arrange or delegate the arrangement of an Extraordinary General Meeting to vote upon a new Chairman and shall preside as Chairman until a new Chairman is appointed.

#### **47. *Voting***

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting vote.

#### **48. *Participation by telephone***

Any Trustee may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no group which is larger than any other group where the Chairman of the meeting then is. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that two or fewer than two Trustees or alternate Trustees are physically present at the same place.

#### **49. *Resolution in writing or by email***

- 49.1 A resolution in writing signed by all the Trustees for the time being entitled to receive notice of a Board meeting and not being less than a quorum or by all the members of a committee of the Board for the time being entitled to receive notice of such committee meeting and not being less than a quorum of that committee shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee as the case may be). Such a resolution may consist of several documents in the same form each executed by one or more of the Trustees or members of the relevant committee, including executions evidenced by means of facsimile transmission. For such a resolution to

be effective it shall not be necessary for it to be signed by a Trustee who is prohibited by these Articles from voting thereon.

- 49.2 In circumstances of exceptional urgency (in the opinion of the Chairman and with the written consent of two Trustees) the Trustees may be invited to vote on a resolution by email which shall be deemed as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or Committee as the case may be) once not less than three quarters of Members have signalled their vote in favour by return email.

## **50. *Minutes of proceedings***

- 50.1 The Board shall cause minutes to be made in books kept for the purpose of recording:
- a. all appointments of officers and committees made by the Board; and
  - b. the names of Trustees present at every meeting of the Board or a committee of the Board and all orders, resolutions and proceedings of such meeting.
- 50.2 Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in such minutes without any further proof.

## **51. *Validity of proceedings***

All acts done by a meeting of the Board or of any committee of the local board or agency or by any person acting as a Trustee or member of a committee shall, as regards all persons dealing in good faith with the Foundation notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his office or that the delegation to such committee, had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Trustee or member and had been entitled to vote or as if the delegation had continued in full force and effect.

## **52. *Trustees' interests***

Except to the extent provided in clause 5 of the Foundation's memorandum of association, a Trustee may not be a party to or otherwise interested in any transaction or arrangement with the Foundation or in which the Foundation is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise. A Trustee shall not vote or be counted in the quorum present at a meeting of the Board or a committee of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material and which conflicts or may conflict with the interests of the Foundation. A Trustee shall withdraw from that part of the meeting of the Board at which the matter under discussion is one in relation to which that Trustee has an interest.

**53. *Chairman's ruling conclusive on Trustee's interest***

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of a Trustee's interest (other than the Chairman's interest) or as to the entitlement of any Trustee (other than the Chairman) to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum such question (unless the Trustee concerned is the Chairman in which case Article 54 shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Trustee concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Trustee has not been fairly disclosed.

**54. *Trustees' resolution conclusive on Chairman's interest***

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Trustees or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Trustee has not been fairly disclosed.

**Execution of documents**

**55. *Execution of documents as deeds***

A document signed by a Trustee and by the Secretary or by two Trustees and expressed (in whatever form of words) to be executed by the Foundation as a deed shall signify due execution of such document, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Foundation as a deed shall not be deemed to be delivered by the Foundation solely as a result of it having been executed by the Foundation.

**Secretary**

**56. *The Secretary***

Subject to the provisions of the Act, the secretary shall be appointed by the Board at such remuneration and on such terms and conditions as it thinks fit and any Secretary so appointed may be removed by them but without prejudice to any claim for damages for breach of any contract of services between him and the Foundation. No person shall be appointed to hold the salaried position of Secretary who is a Trustee or a corporation in which a Trustee is interested.

## **Accounts**

### **57. *Accounting records***

The Board shall cause accounting records to be kept in accordance with the Act and shall keep such other books and registers as are necessary to comply with the Act.

## **Notices**

### **58. *Notice to be in writing***

Any notice to be given to or by any person pursuant to these Articles shall be in writing or by e-mail except that a notice convening a Board meeting need not be in writing or by e-mail. For the avoidance of doubt, writing refers to a legible document on paper, to include a printed e-mail or a fax message and e-mail refers to electronic mail sent electronically via the internet or over a computer network.

### **59. *Service of notice on members***

- 59.1 The Foundation may give any notice or document to a member, either personally or by sending it by post or other delivery service in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by e-mail to any current e-mail address notified to the Foundation by that Member.
- 59.2 Where a member has a registered address outside the United Kingdom but has notified the Foundation of an address within the United Kingdom at which notices or other documents may be given to him, he shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice or document from the Foundation.
- 59.3 If on 3 consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Foundation until he shall have communicated with the Foundation and supplied in writing a new registered address or address within the United Kingdom for the service of notices.
- 59.4 Any notice to be given to a member may be given by reference to the Register as it stands at any time within the period of 15 days before the notice is given and no change in the Register after that time shall invalidate the giving of the notice.



## **60. Evidence of service**

- 60.1 Any member present, in person or by proxy at any meeting of the Foundation shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 60.2 Any notice certificate or other document, addressed to a member at his registered address or address for service in the United Kingdom shall, if sent by post, be deemed to have been given at the expiration of 48 hours after the envelope was posted. In proving such service or delivery it shall be sufficient to prove that the envelope containing the notice or document was properly addressed and put into the post as a prepaid letter. Any notice, certificate or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day on which it was so delivered or left.

## **Indemnity and liability insurance**

### **61. Right to indemnity**

Subject to the provisions of the Act but without prejudice to any indemnity to which he may be otherwise entitled, every Trustee, Secretary or other officer of the Foundation shall, subject to the Trustees obtaining the prior consent of the Charity Commission, be entitled to be indemnified out of the assets of the Foundation against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to them including (without prejudice to the generality of the foregoing) any liability incurred defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Foundation and in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by any court of competent jurisdiction from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Foundation.

### **62. Power to insure**

Subject to the provisions of the Act and clause 4 of the Foundation's memorandum of association, the Board may purchase and maintain insurance at the expense of the Foundation for the benefit of any person who is or was at any time a Trustee or other officer or employee of the Foundation indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee, officer, employee or trustee.

### **63. Division of assets**

The provision of clauses 7 and 8 of the Foundation's memorandum of association relating to the winding up or dissolution of the Foundation

shall have effect and be observed as if the same were repeated in these Articles.