

THE COMPANIES ACT 2006

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

THE CIVIL SERVICE BENEVOLENT FUND

Incorporated on: 16 June 2010

Company No: 7286399
Charity No: 1136870

THE COMPANIES ACT 2006
COMPANY
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE CIVIL SERVICE BENEVOLENT FUND

1 NAME

The name of the company is **The Civil Service Benevolent Fund** (the "**Charity**").

2 REGISTERED OFFICE

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

3 OBJECT

3.1 The object of the Charity (the "**Object**") is to relieve from suffering, hardship or distress (whether financial or otherwise) for the public benefit persons who are Civil Servants, former Civil Servants, Public Body Employees or former Public Body Employees, employees and former employees of the Charity (and any predecessor organisation of it) and their dependants, in particular by providing grants in money or kind, either directly to them or to an organisation that will provide relief to them, and by providing advice or other assistance.

3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

The Charity has the following powers which may be exercised only in promoting the Object:

4.1 to make grants or loans of money or in kind, to individuals and to organisations, and to give guarantees, with power to suspend, reduce or discontinue such support, provided that where any payment is made to the treasurer or other proper official of a charity or other organisation the receipt of such treasurer or official shall be a complete discharge to the Trustees;

4.2 to promote or carry out research, surveys, studies or other work, making the useful results available;

4.3 to provide, publish or distribute information;

4.4 to advertise in such manner as may be thought expedient;

4.5 to co-operate with other bodies;

4.6 to support, administer or set up other charities;

4.7 to establish charitable trusts for any particular purposes of the Charity, to act as trustees of such special charitable trust whether established by the Charity or

- otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.8 to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
 - 4.9 to receive and administer bequests and donations;
 - 4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
 - 4.11 to acquire or hire property of any kind;
 - 4.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
 - 4.13 to set aside funds for special purposes or as reserves against future expenditure;
 - 4.14 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
 - 4.15 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.15.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.15.2 timely reports of all transactions are provided to the Trustees;
 - 4.15.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.15.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - 4.15.7 the Financial Expert must not do anything outside the powers of the Trustees;
 - 4.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
 - 4.17 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;

- 4.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.19 to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in Article 4.20, but subject to the restrictions specified in Article 4.21 of this Article;
- 4.20 The liabilities referred to in Article 4.19 are:
- 4.20.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
- 4.20.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);
- 4.21 The following liabilities are excluded from Article 4.20.1:
- 4.21.1 fines;
- 4.21.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
- 4.21.3 liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not;
- 4.22 There is excluded from Article 4.20.2
- any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 4.23 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.25 to establish or acquire subsidiary companies; and
- 4.26 to do anything else within the law which promotes or helps to promote the Object.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the Members but subject to compliance with Article 5.4:
- 5.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- 5.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

- 5.1.3 Individual Members, Trustees and Connected Persons who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in Articles 4.19 – 4.22, 5.1.1, 5.1.2, 5.1.3, or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Act, to the approval or affirmation of the Members).
- 5.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 5.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity (stating the maximum to be paid), to supply goods or services in return for a payment or other material benefit but only if:
 - 5.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 5.4; and
 - 5.3.3 no more than a minority of the Trustees are subject to such a contract in any financial year.
- 5.4 Subject to Article 5.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee,

notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:

- 5.5.1 to continue to participate in discussions leading to the making of a decision and or to vote, or
 - 5.5.2 to disclose information confidential to the Charity to a third party, or
 - 5.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity, or to refrain from taking any step required to remove the conflict.
- 5.6 A Conflicted Trustee who obtains (other than through his position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Charity.
- 5.7 For any transaction or arrangement authorised under Articles 4.19 to 4.22, 5.1.1 to 5.1.3, 5.2 and 5.3, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.4 have been followed.
- 5.8 This Article may not be amended without the prior written consent of the Commission.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of Members.
- 6.2 The Members of the Charity shall be the Trustees for the time being.
- 6.3 Every Member must consent in writing to become a Member, and the form and procedure for applying for Membership is to be prescribed by the Trustees.
- 6.4 Membership is terminated if the Member concerned:
- 6.4.1 gives written notice of resignation to the Charity;
 - 6.4.2 dies or, in the case of an organisation, ceases to exist;
 - 6.4.3 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 6.4.4 is removed from Membership by resolution of the Members on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice); or
 - 6.4.5 ceases to be a Trustee.
- 6.5 Membership of the Charity is not transferable.

7 SUPPORTER MEMBERS

- 7.1 The Trustees may establish one or more classes of Supporter Members and set out their respective rights and obligations. For the avoidance of doubt, Supporter Members are not Members and have no right to attend general meetings or vote to amend these Articles or remove Trustees.

8. RECOGNISED COMMITTEES

- 8.1 The Board of Trustees may recognise certain groups of volunteers ("Recognised Committees") established for the purposes of fundraising, developing awareness, or otherwise supporting the Object.
- 8.2 The Recognised Committees are expected to be based in the geographical areas where the Charity operates, and shall include groups also known as Regional and National Committees.
- 8.3 Each Recognised Committee shall appoint a chair, approved by the Trustees (who shall retain the right to remove such chair). Recognised Committees shall, under the leadership of their respective chairs, organise themselves and their activities in accordance with any instructions and/or guidelines issued by and otherwise in consultation with the Trustees.
- 8.4 The chair or another appointed representative of each of the Recognised Committees shall, meet from time to time with the Chair or another of the Trustees as an advisory committee ("the Advisory Committee") in order to give advice and support to the Trustees.

9. LIMITED LIABILITY

The liability of Members is limited.

10. GUARANTEE

Every Member promises if the Charity is dissolved while he she or it remains a Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Charity while he she or it was a Member.

11. GENERAL MEETINGS OF MEMBERS

11.1 General Meetings

11.1.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from five percent of the Members in accordance with the Act.

11.2 Notice

11.2.1 Subject to Article 11.2.2, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted; and notifying Members of their right to appoint a proxy.

11.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

11.2.3 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.

11.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice).

11.3 Quorum

11.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy or by the duly authorised representative of an organisation, is at least four Members or one third of the total Membership, whichever is the higher.

11.3.2 If such a quorum is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

11.4 Chair of the Meeting

The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by the Trustees presides at a general meeting.

11.5 Adjournment

The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

11.6 Voting General

11.6.1 On a show of hands every Member who is present in person or by proxy or by duly authorised representative shall have one vote.

11.6.2 No objection shall be raised to the qualification of any voter except 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 objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

11.8 Written Resolutions

Subject to the provisions of the Act:

11.8.2 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.

11.8.3 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.

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

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

11.8.6 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:

- (A) by the Member's signature if the document is in Hard Copy Form; or
- (B) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.

11.8.7 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

11.8.8 A written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

11.9 AGMs

11.9.1 The Charity must hold an AGM in every year which all Members are entitled to attend.

11.9.2 At an AGM the Members:

- (A) receive the accounts of the Charity for the previous financial year;
- (B) note the Trustees' report on the Charity's activities since the previous AGM;
- (C) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (D) appoint persons to be Trustees to fill vacancies arising; and
- (E) discuss and make recommendations on any issues of policy or deal with any other business put before them by the Trustees.

11.10 EGMs

Any general meeting which is not an AGM is an EGM.

12 THE TRUSTEES

12.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

- 12.2 The Trustees when complete shall consist of at least eight but not more than twelve Trustees (unless the existing Trustees resolve to increase the number).
- 12.3 Every Trustee must sign a declaration of willingness to act as a Charity Trustee and Member of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 12.4 One Trustee shall be appointed by the Cabinet Office and that Trustee will be the Chair. Other Trustees are appointed by resolution of the Trustees at an AGM for a term of office of up to three years.
- 12.5 Except for the Chair, one-third (or the number nearest one-third) of the Trustees must retire at the end of each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 12.6 Except for the Chair, a retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate six years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one AGM and the next.
- 12.7 A Trustee's term of office automatically terminates if he or she:
- 12.7.1 is disqualified under the Charities Act from acting as a Charity Trustee;
 - 12.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 12.7.3 is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
 - 12.7.4 ceases to be a Member;
 - 12.7.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 12.7.6 is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 12.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 12.2) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 12.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13 PROCEEDINGS OF TRUSTEES

- 13.1 The Trustees must hold at least three meetings each year.
- 13.2 A quorum at a meeting of the Trustees is four Trustees or at least one third of their number, whichever is the greater.
- 13.3 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.

- 13.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 13.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 13.6 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 13.7 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 13.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

14 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 14.1 to appoint (and remove) any Member (who may be a Trustee) to act as Secretary to the Charity;
- 14.2 to appoint a Patron, a President and one or more Vice Presidents and to create and appoint to such other honorary positions including Honorary Life Memberships as they consider appropriate;
- 14.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees); such committees may include:
 - 14.3.1 a Nominations Committee (responsible in particular for reviewing requirements for appropriate skills, knowledge and experience of the Board of Trustees and for overseeing the process for appointment of new Trustees);
 - 14.3.2 a Remuneration Committee (responsible in particular for overseeing annual pay negotiations and to make appropriate recommendations to the Board of Trustees);
 - 14.3.3 an Audit Committee (responsible in particular for reviewing internal controls, management of governance and risk);
 - 14.3.4 a Finance Committee (responsible in particular for reviewing the annual audited financial statements, management accounts, major expenditure proposals) and

- 14.3.5 an Investment Committee (responsible in particular for overseeing investment policy and management of investments including any delegated arrangements).
- 14.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 14.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 14.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
- 14.7 to ensure that bank accounts are maintained in the name of the Charity and that all payments from such accounts shall be authorised in accordance with mandates approved by them;
- 14.8 to ensure that no expense shall be incurred on behalf of the Charity by any person unless it is authorised by them or otherwise under their actual or delegated authority;
- 14.9 to establish procedures to assist the resolution of disputes within the Charity; and
- 14.10 to exercise any powers of the Charity which are not reserved to the Members.

15 RECORDS & ACCOUNTS

- 15.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 15.1.1 annual reports;
 - 15.1.2 annual returns; and
 - 15.1.3 annual statements of account.
- 15.2 The Trustees must keep records of:
 - 15.2.1 all proceedings at general meetings;
 - 15.2.2 all proceedings at meetings of the Trustees;
 - 15.2.3 all reports of committees; and
 - 15.2.4 all professional advice obtained.
- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 15.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

16 MEANS OF COMMUNICATION TO BE USED

(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 16.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 16.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 16.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 16.4 The Charity may deliver a Document to a Member:
- 16.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
 - 16.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
 - 16.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
 - 16.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
 - 16.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
 - 16.4.6 by advertisement in at least two national newspapers.

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

- 16.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 16.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 16.6.1 forty eight hours after it was posted, if first class post was used; or
 - 16.6.2 seventy two 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 Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

- 16.6.3 properly addressed; and
- 16.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 16.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.
- 16.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 16.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), 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.
- 16.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.
- 16.11 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 16.12 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 16.13 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

17 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 1 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

18 INDEMNITY

Subject to the provisions of the Act every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Charity.

19 DISSOLUTION

- 19.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Members may decide:
- 19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;

19.1.2 directly for the Object or for charitable purposes which are within or similar to the Object; or

19.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

19.3 This Article may not be amended without the prior written consent of the Commission.

20 INTERPRETATION

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

20.2 Throughout these Articles of Association, "charitable" means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the Articles of Association of the Charity is the law of England and Wales.

20.3 In these Articles:

"**Act**" means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

"**Address**" includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

"**Advisory Committee**" is formed of the chair, or another representative, of each of the Recognised Committees together with the Chair or another Trustee;

"**AGM**" means an annual general meeting of the Charity;

"**ASM**" means an annual meeting of the Supporter Members of the Charity;

"**these Articles**" means these articles of association;

"**Chair**" means a person nominated by the Cabinet Office to chair Trustees' meetings and other meetings as laid out in these Articles;

"**Charities Act**" means the Charities Acts 1992 to 2006, including any statutory modifications or re-enactment thereof for the time being in force, and any provisions of the Charities Act 2006 for the time being in force;

"**Charity**" means the company governed by these Articles;

"**Charity Trustee**" has the meaning prescribed by section 97(1) of the Charities Act 1993;

"**Circulation Date**" has the meaning prescribed by section 290 of the Companies Act 2006;

"**Civil Servant**" means an employee of a Government department or agency;

“**Civil Service**” means the Civil Service of the United Kingdom and the Northern Ireland Civil Service;

“**Clear Day**” means 24 hours from midnight following the relevant event;

“**the Commission**” means the Charity Commission for England and Wales or any body which replaces it;

“**Conflicted Trustee**” means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

“**Connected Person**” means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act 2006;

“**EGM**” means an extraordinary general meeting of the Charity;

“**Electronic Form**” and “**Electronic Means**” have the meanings respectively prescribed to them in the Companies Act 2006;

“**Eligible Member**” has the meaning prescribed by the Companies Act 2006;

“**executed**” includes any mode of execution;

“**Financial Expert**” means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

“**firm**” includes Limited Liability Partnership;

“**Hard Copy Form**” has the meaning prescribed by the Companies Act 2006;

“**Honorary Life Member**” means an individual appointed by the Trustees who shall be entitled to attend the ASM.

“**Member**” “**Members**” and “**Membership**” refer to company membership of the Charity;

“**Memorandum**” means the Charity’s memorandum of association;

“**month**” means calendar month;

“**Object**” means the Object of the Charity as defined in Article 3;

“**Public Body Employee**” means an employee of a Public Body;

“**Public Bodies**” and “**Public Body**” means any organisation, agency or body which is closely connected to the Civil Service, or which is providing a public service, or which is sponsored by a department of state or governmental body within the United Kingdom, such that in each case the Trustees determine that its employees may be regarded as providing a public function similar to that of Civil Servants;

"Recognised Committee" means a committee of volunteers recognised by the Trustees, and having the powers accorded to them, in accordance with article 8;

"Secretary" means the Secretary of the Charity;

"Supporter Member" and **"Supporter Members"** have the meaning prescribed in article 7.1;

"Taxable Trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

"Trustee" means a director of the Charity and **"Trustees"** means the directors;

"written" or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy, Electronic Means or otherwise; and

"year" means calendar year.

- 20.4 Expressions not otherwise defined which are defined in the Act have the same meaning.
- 20.5 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Name address and Occupation of subscribers	Signature of Subscribers	Date	Signature of Witness and Witness name address and occupation
<p>STEPHEN LAWS CB OFFICE OF THE PARLIAMENTARY COUNSEL 36 WHITEHALL LONDON SW1A 2AY</p> <p>GRAEME HENDERSON 27 JESSICA ROAD WANDSWORTH LONDON SW18 2QL</p> <p>PETER CONNOR CBE 28 PARKFIELD DRIVE HELSEBY WA6 0BL</p>			