

THE COMPANIES ACTS 1985 – 2006
Company limited by Guarantee and not having a share Capital

Articles of Association

of

National Schizophrenia Fellowship

INTERPRETATION

1. In the articles, unless the context requires otherwise, the following terms shall have the following meanings:
 - 1.1 “**address**” means a postal address or, for the purposes of electronic communication, a fax number, an email address or a text message number in each case registered with the Charity.
 - 1.2 “**AGM**” means Annual General Meeting of the Members.
 - 1.3 “**Board**” means the Board of Trustees for the time being of the Charity.
 - 1.4 “**Carer**” means a person having the long term care of a person severely affected by mental illness or related condition and in particular, schizophrenia or a related condition whether past or present. The decision of the Board as to whether a person qualifies shall be final.
 - 1.5 “**the Charity**” means the National Schizophrenia Fellowship operating as Rethink Mental Illness, company registration number 1227970 and registered charity number 271028.
 - 1.6 “**clear days**” in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and excluding the day for which it is given or on which it is to take effect.
 - 1.7 “**the Commission**” means the Charity Commission for England and Wales.
 - 1.8 “**the Companies Act**” means the Companies Act 2006.
 - 1.9 “**Committee**” or “**committee**” means a committee (for a Region or otherwise), programme board, development board or similar group appointed by the Board and comprising further individuals who may or may not be Trustees.
 - 1.10 “**EGM**” means a General Meeting which is not an AGM.
 - 1.11 “**Electronic Form**” and “**Electronic Means**” have the meanings respectively given to them in Section 1168 of the Companies Act.

- 1.12 **“Electronic Platform”** means such technology, including without limitation, telephone, videoconferencing or electronic platforms, approved by the Trustees for the purposes of facilitating Remote Attendance at a General Meeting.
- 1.13 **“General Meeting”** means a meeting of the Members.
- 1.14 **“Hybrid Meeting”** has the meaning given in Article 9.1.
- 1.15 **“Interest Group”** means a group of individuals recognised by the Board and comprising Members, supporters or activists of the Charity.
- 1.16 **“Member”** means a company law member of the Charity.
- 1.17 **“Nominations Committee”** means a committee selected by the Board to oversee the appointment of Trustees to the Board.
- 1.18 **“Nominations Committee Terms of Reference”** means the rules governing the proceedings of the Nominations Committee, as agreed by the Board from time to time.
- 1.19 **“Observer”** means any person whom the board resolves may attend any meeting of the Trustees, other than a Trustee.
- 1.20 **“Primary Location”** has the meaning given in Article 9.1.
- 1.21 **“Proxy Notice”** and **“Proxy Notification Address”** shall have the meanings ascribed to them in Article 16.
- 1.22 **“Recipient”** shall have the meaning ascribed to it in Article 31.3.
- 1.23 **“Region”** means a geographical area of England, as determined by the Board from time to time.
- 1.24 **“Regional Trustee”** means a Trustee appointed in respect of a Region under Articles 19.2(b), 22 and 23.
- 1.25 **“Relative”** means a person related by blood or marriage or other close long-term relationship to a person severely affected by mental illness or related condition and in particular, schizophrenia or a related condition whether past or present. The decision of the Board as to whether a person qualifies shall be final.
- 1.26 **“Remote Attendance”** means remote attendance at a General Meeting by such means as are approved by the Trustees in accordance with Article 9.2.
- 1.27 **"the Seal"** means the Common Seal of the Charity.
- 1.28 **"Trustee"** means a member of the Board for the time being who is accordingly a charity trustee and company law director of the Charity.
- 1.29 **"User"** means a person who uses or has used health or social care services because of being severely affected by mental illness or related condition and in

particular, schizophrenia or a related condition. The decision of the Board as to whether a person qualifies shall be final.

OBJECTS AND POWERS

2. History and Objects

2.1 The National Schizophrenia Fellowship was founded for the benefit of people experiencing schizophrenia and related conditions and their carers. Over the years the Charity has evolved and now works to improve the lives of everyone severely affected by mental illness, including schizophrenia and psychosis, bipolar disorder, depression, anxiety and personality disorder. To achieve this, the Objects are:

- (a) to improve the lives of people severely affected by mental illness and their families and carers through local support groups and services;
- (b) to provide expert advice, information and training to the public in the field of mental health and welfare, including influencing Government and decision makers more widely; and
- (c) to advance awareness and understanding as to the causes, consequences and management of mental illness, working to decrease the stigma surrounding it.

3. Powers

In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

- 3.1 to form and support local groups and associations (whether or not incorporated) in any part of the world with any local responsibilities that the Charity approves and the law allows;
- 3.2 to commission, reproduce and circulate, freely or otherwise, books, pamphlets, reports and other documents, films, recordings or multimedia formats, or transmissions by radio, television, email, the worldwide web and other appropriate media;
- 3.3 to make and carry out directly or through any local group or association of the Charity any arrangement for joint working with any other organisation or any statutory authority carrying on work consistent with the objects for which the Charity is established, as far as the law allows;
- 3.4 to encourage or permit the committee of any local group or association (other than an incorporated body) to exercise powers of ownership and management of property of any description required for the purposes of the local group or association, subject to approval by the Board of the Charity;
- 3.5 to encourage and undertake research into any aspect of the Objects of the Charity and its work and to disseminate the results of any such research;

- 3.6 to evaluate statutory, voluntary and private provision for people severely affected by mental illness and related conditions and make representations to statutory authorities for the provision of improved mental health services;
- 3.7 to campaign on issues associated with mental illness and related conditions;
- 3.8 to provide evidence for Government and other enquiries;
- 3.9 to co-operate and enter into arrangements with any organisations or authorities, national, local or otherwise;
- 3.10 to accept subscriptions, donations, legacies, bequests and other gifts of real and personal estate;
- 3.11 to raise funds by way of subscription, donation or otherwise;
- 3.12 to operate bank accounts and associated financial instruments;
- 3.13 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed;
- 3.14 to deposit or invest funds and to employ professional fund managers;
- 3.15 to set aside income as a reserve but only in accordance with a written reserves policy;
- 3.16 to buy, lease or take in exchange, hire or otherwise acquire and own any property and to rebuild, alter, maintain and equip it for use for any of the purposes of the Charity;
- 3.17 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity;
- 3.18 to make any charitable donation either in cash or assets for the furtherance of the Objects of the Charity;
- 3.19 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 3.20 to undertake and execute charitable trusts and to act as a trust corporation;
- 3.21 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may remunerate a Trustee only to the extent it is permitted to do so by Article 4;
- 3.22 to pay reasonable and proper remuneration to any Member, employee or voluntary worker of the Charity not being a member of the Board for any services rendered to the Charity;
- 3.23

- (a) to insure and arrange insurance cover for and to indemnify its Members, employees or voluntary workers from and against risks incurred in the course of the activities of the Charity;
 - (b) to provide indemnity insurance for the Trustees or any employee of the Charity in relation to any such liability as is mentioned in sub-clause 3.23(c) of this clause, but subject to the restrictions specified in sub-clause 3.23(d);
 - (c) the liabilities referred to in sub-clause 3.23(b) are:
 - i. 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; and
 - ii. the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
 - (d) the following liabilities are excluded from sub-clause 3.23 (c)i:
 - i. fines;
 - ii. costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud, dishonesty or wilful or reckless misconduct of Trustees or employees;
 - iii. liabilities to the Charity that result from conduct that Trustees or employees knew or must be assumed to have known was not in the best interests of the Charity or about which the Trustee or employee concerned did not care whether it was in the best interests of the Charity or not.
 - (e) there is excluded from sub-clause 3.23(c)(ii) 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 liquidation.
- 3.24 to pay reasonable annual sums or premiums for or towards the provision of pensions for employees for the time being of the Charity or their dependants;
- 3.25 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects and to enter into any partnership or joint venture with any non-charitable body for the furtherance of the Objects of the Charity in accordance with charity law;
- 3.26 to pay out of funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;

- 3.27 to seek funding for and to deliver a range of services to Users and Carers in line with the Objects of the Charity, including the provision of social housing and other regulated activity;
- 3.28 to do all such other lawful things as are necessary for the achievement of the Objects.

LIMITATION ON PRIVATE BENEFITS AND LIMITATION OF LIABILITY

4. Limitation on private benefits

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects.
- 4.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the Members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:
- (a) any payments made to any Member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;
 - (b) reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:
 - i. if such a person is a Connected Person the procedure described in Article 4.5 must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - ii. this provision and Article 4.2(h) may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);
 - (c) interest on money lent by any Member, Trustee or Connected Person at a reasonable and proper rate;
 - (d) any reasonable and proper rent for premises let by any Member, Trustee or Connected Person;
 - (e) fees, remuneration or other benefits in money or money's worth to a company of which a Member, Trustee or Connected Person holds less than 1% of the capital;
 - (f) reasonable and proper out-of-pocket expenses of Trustees;
 - (g) reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.23;

- (h) reasonable and proper remuneration to any Trustee for any services or any services and goods related to those services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
 - i. the procedure described in Article 4.5 must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - ii. this provision and Article 4.2(b) may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).

4.3 The restrictions on benefits and remuneration conferred on Members of the Charity and on the Trustees by Article 4.2 and the exceptions to such restrictions in Articles 4.2(a) to 4.2(h) inclusive shall apply equally to benefits and remuneration conferred on Members of the Charity and on the Trustees by any subsidiary company of the Charity and for this purposes references to the Charity in Articles 4.2(b) and 4.2(h) shall be treated as references to the subsidiary company of the Charity.

4.4 In these Articles, a Connected Person means:

- (a) any spouse, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or
- (c) any company or firm of which a Trustee is a director, partner or employee or shareholder holding more than 1% of capital.

Conflicts of Interest

4.5 The provisions of this Article 4.5 shall apply in relation to Trustees' conflicts of interest.

4.5.1 A Trustee must declare the nature and extent of:

- (a) any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
- (b) any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

Participation in decision-making

4.5.2 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

4.5.3 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

- (a) the decision could result in the Trustee or any Connected Person receiving a benefit other than:
 - i. any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.2(a)) and which is available generally to the beneficiaries of the Charity;
 - ii. the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.23;
 - iii. payment under the indemnity set out at Article 49; and
 - iv. reimbursement of expenses in accordance with Article 4.2(f); or
- (b) a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 4.5.4.

4.5.4 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 4.5.4, he or she must:

- (a) take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- (b) not be counted in the quorum for that part of the process; and
- (c) withdraw during the vote and have no vote on the matter.

4.5.5 The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

- i. any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a conflict of interest or conflict of duties; and

- ii. the manner in which a conflict of interest or conflict of duties arising out of any Trustee's office, employment or position may be dealt with.

Continuing duties to the Charity

4.5.6 Where a Trustee or Connected Person has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

- (a) the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- (b) the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any Connected Person derives from any matter or from any office, employment or position.

5. Liability of Members

5.1 The liability of the Members is limited.

5.2 Every Member promises, if the Charity is dissolved, while he or she is a Member or within twelve months after he or she ceases to be a Member, to contribute such sum (not exceeding one penny) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a Member, and of the costs charges and expense of winding up and the adjustment of the rights of the contributories among themselves.

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

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity for use for particular purposes that fall within the Objects;

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

- (a) directly for the Objects; or

- (b) by transfer to any charity or charities for purposes similar to the Objects;
or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

5.5 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a Member that is itself a charity). Such net assets shall be given or transferred to another charitable institution or institutions having similar objects to the objects of the Charity and which shall prohibit the distribution of its or their income and property to an extent at least as great as that imposed on the Charity under Article 5.3. The Members of the Charity will determine such institution or institutions at or before the time of winding up or dissolution. If no such resolution is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission.

MEMBERS

6. Becoming a Member

6.1 The Members of the Charity shall be:

- (a) the Subscribers to the Memorandum of Association.
- (b) the Trustees.
- (c) any other person that the Board shall admit to membership and whose current subscription to the Charity has been paid, or whose subscription has been waived or reduced at the discretion of the Board. The Board may delegate such decisions to a subcommittee and/or to staff, subject to guidelines which the Board has approved.

6.2 Membership is not transferable to anyone else.

6.3 The Trustees must keep a register of names and addresses of the Members.

6.4 Membership is terminated if:

- (a) the Member dies or, if it is an organisation, ceases to exist;
- (b) the Member resigns by written notice to the Charity unless, after the resignation, there would be less than ten Members;
- (c) any sum due from the Member to the Charity is not paid in full within six months of it falling due; or
- (d) the Board or a Committee appointed for that purpose by the Board determines by resolution, at a meeting called to consider the case, that a Member shall immediately cease to be a Member if in their opinion his or her membership is prejudicial to the interests of the Charity. The resolution is not valid unless the Member has been given a reasonable

opportunity of being heard and been allowed to appoint any person (who need not be a Member) to represent him or her at the hearing. The Secretary shall notify the Member in writing of the decision and he or she shall not be eligible for re-admission in either category unless otherwise determined by the Board.

GENERAL MEETINGS

7. Holding a General Meeting

- 7.1 Subject to Article 7.3, an AGM must be held once in every calendar year at a time and place determined by the Board. Not more than fifteen months may elapse between successive AGMs. All other General Meetings shall be called EGMs.
- 7.2 The AGM shall be held at such time and place as the Trustees think fit.
- 7.3 The Trustees may, at their discretion, suspend the requirement to hold an AGM within the time limits specified in Article 7.1 for a particular calendar year, if they consider that due to circumstances beyond their control holding the AGM within those time limits would pose significant safety or other risks to the Charity, the Trustees and/or the Members or to the wider public or would be in breach of any relevant laws or regulations. The Trustees must keep any suspension under regular review and must endeavour to arrange the AGM for later in the calendar year, once they consider it to be safe and practicable to do so. If they do not consider it to be safe and practicable to rearrange the AGM in the same calendar year, the Trustees may decide that no AGM shall be held in that calendar year and must make such arrangements as they think fit to deal with any business ordinarily dealt with at the AGM, including (but not limited to) the business at Article 20.4.
- 7.4 The Board may call an EGM at any time, but must do so on requisition by Members representing not less than five percent of the total voting rights of all Members.

8. Notice of a General Meeting

- 8.1 Subject to the Companies Act 2006, General Meetings shall be called by at least fourteen clear days' notice in writing. Such a meeting is, however, validly convened if called by shorter notice and such notice is agreed:
- 8.1.1 in the case of an AGM, by all the Members entitled to attend and vote,
or
- 8.1.2 in the case of an EGM, by a 95 per cent majority of the Members entitled to attend and vote.
- 8.2 Every notice calling a General Meeting must be given to the Members, the Trustees and the auditors. It must also specify the date, time and place of the meeting. It must also specify with reasonable prominence a statement informing the Member of his, her or its rights to appoint another person as his, her or its

proxy at a General Meeting of the Charity. If the meeting is to be an AGM, the notice must say so. If anything other than routine business is to be transacted, the notice must specify the general nature of such business; and, if any resolution is to be proposed as a Special Resolution, the notice must contain the text of the resolution.

8.3 Routine business means and includes only business transacted at an AGM of the following types:

8.3.1 reading, considering and adopting the balance sheet and income and expenditure account and reports of the Board and the Auditors, and other related documents;

8.3.2 appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which their remuneration is to be fixed; and

8.3.3 appointing, where applicable, Trustees and other officers in the place of those retiring by rotation or otherwise.

8.4 If the Charity gives an electronic address in a notice calling a General Meeting, it will be deemed to have agreed that any document or information relating to proceedings at the General Meeting may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the notice).

8.5 Where the Trustees make arrangements for a General Meeting to be a Hybrid Meeting, the Trustees shall ensure that the notice of the meeting includes:

8.5.1 the information specified in Article 9.3.2; and

8.5.2 a summary of the provisions of Articles 9.3.4 and 9.3.5.

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

9. **Hybrid meetings and remote attendance**

9.1 A Hybrid Meeting is a General Meeting where the Trustees have made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either at the location where individuals are invited to physically attend the meeting ("**the Primary Location**") or by Remote Attendance.

9.2 The Trustees may (but shall be under no obligation to) make such arrangements for Remote Attendance at a Hybrid Meeting as they may (subject to the requirements of the Companies Act 2006) decide. The entitlement of any person to attend a General Meeting by Remote Attendance shall be subject to such arrangements.

9.3 In the case of a Hybrid Meeting:

9.3.1 the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:

- (a) references in the Articles to a person attending and being present or present in person at the General Meeting, including without limitation in relation to the quorum for the meeting and rights to vote at the meeting, shall be treated as including a person attending the meeting by Remote Attendance, unless the Articles expressly provide to the contrary; and
- (b) references in these Articles to the place of a General Meeting shall be treated as references to the Primary Location.

9.3.2 the Trustees must ensure that the notice of a Hybrid Meeting includes:

- (a) details of the Primary Location; and
- (b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance.

9.3.3 the Trustees may decide:

- (a) how those attending by Remote Attendance may communicate with the meeting for example by communicating with the chair of the meeting in Writing using an Electronic Platform; and
- (b) how those attending by Remote Attendance may vote.

9.3.4 the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the Trustees, who must give the Members as much notice as practicable of the change; and

9.3.5 in the event of technical failure or other technical issues during the meeting (including, for example, difficulties in establishing whether the meeting is quorate) the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting if in his or her view this is necessary or expedient for the efficient conduct of the meeting.

10. **Postponement**

10.1 If, after the sending of notice of a General Meeting, but before the meeting is held or, after the adjournment of a General Meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Trustees consider that, due to circumstances beyond their control, proceeding with the General Meeting on the date or at the time or place specified in the notice calling the General Meeting would pose significant safety or other risks to the Charity, the Trustees and/or the Members or wider public or would be in breach of any relevant laws or regulations, they may postpone the General Meeting to another date, time and/or place.

10.2 When a General Meeting is so postponed, notice of the date, time and place of the postponed meeting shall be given in such manner as the Trustees may, in

their absolute discretion, determine. Notice of the business to be transacted at such postponed meeting shall not be required.

- 10.3 No business shall be transacted at any postponed meeting other than business which might properly have been transacted at the meeting had it not been postponed.
- 10.4 If a General Meeting is postponed in accordance with this Article 10, the appointment of a proxy will be valid if a Proxy Notice is received at a Proxy Notification Address in accordance with the Articles not less than 48 hours before the time appointed for holding the postponed meeting. The Trustees may decide that Saturdays, Sundays, and Public Holidays shall not be counted when calculating this 48 hour period.

11. Quorum at General Meetings

- 11.1 No business shall be transacted at any General Meeting unless a quorum is present. Ten Members present in person shall be a quorum for all purposes.
- 11.2 For the avoidance of doubt, references in this Article 11 to a person being present and/or present in person at a General Meeting shall be treated as including a person attending the meeting by Remote Attendance.
- 11.3 If a quorum is not present within half an hour from the time appointed for the meeting or, during a meeting a quorum ceases to be present, the meeting shall be adjourned to another time and place to be determined by the Board. The Board must reconvene the meeting and must give at least 7 clear days' notice of the reconvened meeting stating the date, time and place of the meeting. If a quorum is not present at the adjourned meeting within half an hour from the time appointed for the meeting the Members present shall be a quorum.

12. Chairing General Meetings

- 12.1 General Meetings shall be chaired by the Chair or Vice-Chair of the Board, or the Treasurer. The chair of the meeting may attend the meeting by Remote Attendance.
- 12.2 If there is no such Chair, Vice-Chair or Treasurer or if he or she is not present within five minutes after the time appointed for the meeting or is unwilling to chair the meeting, the Trustees present shall choose one of their number to take the chair. If there is only one Trustee present and willing to act, he or she shall chair the meeting.
- 12.3 If no Trustee is present and willing to act as chair of the meeting within five minutes after the time appointed for holding the meeting, the Members present in person, or via their authorised representative if a Corporate Member, or by proxy and entitled to vote must choose one of the Members or authorised representatives of Corporate Members present in person at the Primary Location to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 12.3.

13. Adjournment

13.1 The chair of the meeting may adjourn a General Meeting at which a quorum is present if:

13.1.1 the meeting consents to an adjournment by ordinary resolution;

13.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner; or

13.1.3 in accordance with Article 9.3.5.

13.2 The chair of the meeting must adjourn a General Meeting if directed to do so by the meeting.

13.3 When adjourning a General Meeting, the chair of the meeting must:

13.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and

13.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

13.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 clear days' notice of it:

13.4.1 to the same persons to whom notice of the Charity's General Meetings is required to be given; and

13.4.2 containing the same information which such notice is required to contain.

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

14. Attendance and speaking at General Meetings

14.1 A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

14.2 A person is able to exercise the right to vote at a General Meeting when:

14.2.1 that person is able to vote, during the meeting (or in the case of a poll, within the time period specified by the chair of the meeting), on resolutions put to the vote at the meeting; and

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

- 14.3 The Trustees may, in their discretion, make such arrangements as they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it. Such arrangements may, without limitation, include arrangements involving Electronic Platforms.
- 14.4 In determining attendance at a General Meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 14.5 Two or more persons who are not in the same place as each other attend a General Meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

15. Voting at a General Meeting

- 15.1 No Member shall be entitled to vote at any General Meeting or at any adjourned meeting if he or she owes any money to the Charity. New Members shall not be entitled to vote before the completion of the first four months of their membership.
- 15.2 Subject to Article 15.1, on a show of hands every Member present in person shall have one vote; and on a poll every Member present in person or by proxy shall have one vote.
- 15.3 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental capacity may vote, whether on a show of hands or on a poll, by his receiver, curator bonis, guardian or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may vote by proxy on a poll. Evidence to the satisfaction of the Board of the authority of the person claiming the right to vote must be delivered to the registered office, or to any other place specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised. If it is not, the right to vote shall not be exercisable.
- 15.4 Any Member entitled to attend and vote at a General Meeting is entitled to appoint another person (whether a Member or not) as proxy to attend and vote instead of the Member in accordance with Article 16. A proxy shall have the same right to speak as a Member.
- 15.5 Any vote at a General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- 15.5.1 the Chair of the meeting, or
- 15.5.2 not less than five Members having the right to vote who are present in person or by proxy, or

- 15.5.3 any Member or Members having the right to vote and being present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 15.6 The declaration by the Chair of the result of a vote shall be conclusive unless a poll is demanded.
- 15.7 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- 15.8 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair.
- 15.9 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 15.10 A poll must be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Members) and may fix a date and place for declaring the results of the poll.
- 15.11 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 15.12 A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately.
- 15.12.1 A poll demanded on any other question must be taken either immediately or at such time and place as the Chair directs.
- 15.12.2 The poll must be taken within thirty days after it has been demanded.
- 15.12.3 If the poll is not taken immediately at least seven days' clear notice shall be given specifying the time and place at which the poll is to be taken.
- 15.12.4 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 15.13 If any votes at a General Meeting are counted which ought not to have been counted, or should have been rejected, the error shall not vitiate the resolution unless it is pointed out at the same meeting, or at an adjournment of it and not even then unless, in the opinion of the Chair of the meeting, it is of sufficient magnitude to vitiate the resolution.
- 15.14 If there is an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall have a casting vote in addition to any other vote he or she may have.

16. **Manner of appointment of proxy**

16.1 Proxies may only validly be appointed by a notice in writing, in hard copy or in Electronic Form, (a “**Proxy Notice**”) which:

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

16.1.2 identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;

16.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

16.1.4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.

16.2 A proxy for a Member representing an unincorporated organisation may be appointed by the Member or by the organisation which he or she represents.

16.3 The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

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

16.5 Unless a Proxy Notice indicates otherwise, it must be treated as:

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

16.5.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

Delivery of Proxy Notices

16.6 The Proxy Notification Address in relation to any general meeting is:

16.6.1 the registered office of the Charity; or

16.6.2 any other address or addresses specified by the Charity as an address at which the Charity or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy or Electronic Form; or

16.6.3 any electronic address falling within the scope of Article 16.7.

16.7 If the Charity gives an electronic address:

16.7.1 in a notice calling a meeting;

16.7.2 in an instrument of proxy sent out by it in relation to the meeting; or

16.7.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any document or information relating to proxies for that meeting may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the notice). In this Article 16.7, documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

Attendance of Member

- 16.8 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting (including an authorised representative of a Corporate Member) remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person (or the Corporate Member which they represent). If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

Timing

- 16.9 Subject to Articles 16.10 and 16.11, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the General Meeting or adjourned meeting to which it relates.
- 16.10 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 16.11 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 16.11.1 received in accordance with Article 16.9; or
 - 16.11.2 given to the Chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded.

Interpretation

- 16.12 Saturdays, Sundays, and public holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 16.

Revocation

- 16.13 An appointment under a Proxy Notice may be revoked by delivering a notice in writing, in hard copy or Electronic Form, given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 16.14 A notice revoking the appointment of a proxy only takes effect if it is received before:

16.14.1 the start of the meeting or adjourned meeting to which it relates;
or

16.14.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

Execution

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

16.16 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the registered office of the Charity or at such other place at which the appointment of the proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

17. 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 given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chair of the meeting whose decision shall be final.

18. Written resolutions

18.1 The provisions of this Article 18 shall apply to written resolutions of the Members without a General Meeting. On a written resolution each Member shall have one vote provided that no Member shall be entitled to vote on a written resolution unless all monies presently payable by him, her or it to the Charity have been paid. New Members shall not be entitled to vote before the completion of the first four months of their membership.

18.2 Subject to Article 18.4 a written resolution of the Charity passed in accordance with this Article 18 shall have effect as if passed by the Charity in General Meeting:

(a) A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.

(b) A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.

- 18.3 In relation to a resolution proposed as a written resolution of the Charity the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 18.4 A Members' resolution under the Companies Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 18.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. If the Charity gives an electronic Address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the document). Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Act.
- 18.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 18.7 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the Member's signature.
- 18.8 If the document is sent to the Charity by Electronic Means, it is authenticated if the identity of the Member is confirmed in a manner specified by the Trustees and it is accompanied by a statement of the identity of the Member and the Charity has no reason to doubt the truth of that statement.
- 18.9 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 18.10 A proposed written resolution lapses if it is not passed within 56 days beginning with the circulation date.

19. **BOARD OF TRUSTEES**

- 19.1 In accordance with Article 6.1(b), any Trustee that is not already a Member shall automatically become a Member of the Charity on their appointment as a Trustee. Where a Trustee ceases to be a Trustee of the Charity and was not a Member of the Charity before their appointment as Trustee, their Membership will automatically terminate (unless otherwise resolved by the Trustees). In all other cases, Membership shall continue until terminated in accordance with Article 6.4.
- 19.2 Subject to Articles 22 and 26, the Board shall consist of a Chair, up to ten Regional Trustees, and up to seven Co-opted Trustees. The Trustees shall be

appointed in accordance with Articles 19.2(a) to 19.2(c) for a term of office as set out in Article 20:

- (a) The Chair shall be appointed by the Board. The Chair can be, but does not need to be, appointed from the existing Trustees. If the Board appoints a Chair from the existing Trustees, the Chair shall not count towards the maximum number of Regional Trustees or Co-opted Trustees as set out in Article 19.2 above, and such appointment will create a vacancy on the Board for either a Regional Trustee or Co-opted Trustee (as appropriate).
 - (b) Subject to Article 22.2, the Regional Trustees shall be appointed by a decision of the Board, following nomination by the Nominations Committee, in accordance with Articles 22 and 23 and the Nominations Committee Terms of Reference.
 - (c) The Co-opted Trustees shall be appointed by a decision of the Board, following nomination by the Nominations Committee in accordance with the Nominations Committee Terms of Reference. They should be chosen for particular skills and with regard to the balance on the Board as between categories of Carers and Relatives, Users, and others, and to the desirability of a diversity of representation by gender, ethnicity, age, disability and such other characteristics as may be prescribed by the Board for the time being.
- 19.3 Each Trustee must upon their appointment be a Carer, Relative or User, or otherwise be considered by the Board to have relevant experience or expertise, provided that a majority of the Trustees at the time of their appointment are Carers, Relatives or Users.
- 19.4 Up to two Vice-Chairs and a Treasurer may be appointed by the Board from the existing Trustees. Vacancies shall not thereby be created.
- 19.5 Each Trustee shall have one vote except where otherwise provided in these Articles. No other person permitted to attend a meeting of the Board shall have a vote.
- 19.6 Candidates appointed as Trustees shall sign a declaration in which they state if they are a Carer, Relative or User and whether they have any financial interest relating to the Charity which might make them ineligible for service and whether there is any other circumstance which might make them ineligible for service. Trustees shall immediately inform the Secretary if their circumstances change.
- 19.7 Subject to the Acts and any other applicable law, the Board may resolve to grant leave of absence from attending meetings of the Board (not exceeding one year) to a Trustee whom they believe to be too ill to take an active part in meetings or whom they believe to be so occupied with caring for a person who is ill to take such an active part, provided that any such leave of absence shall not relieve the relevant Trustee from any legal duty which she or he may bear as a trustee or director under the Charities Act 2011 or the Companies Act and shall not extend the term of office of the relevant Trustee.

19.8 The Board may permit Observers to attend and/or speak, but not vote at Board meetings who may include:

- (a) Observers from organisations with related and compatible aims; and
- (b) an Observer nominated by the appropriate Committee or Interest Group if:
 - i. a Trustee elected by that Committee or Interest Group is granted leave of absence under Article 19.7 above; or
 - ii. the position of Regional Trustee for a Region is vacant.

20. TRUSTEE TERMS OF OFFICE

20.1 Subject to Article 20.2 and Article 21 the Trustees shall hold office as follows:

- (a) **Chair:** From the date of their appointment until the third AGM following that appointment. Not later than the last Board meeting before the third AGM the Board may resolve to extend the period of office to the sixth AGM. For the avoidance of doubt, the rights of appointment and term extension under this Article 20.1(a) may not be exercised if the effect of so doing would be for a Trustee to serve longer than the maximum permitted term of service specified under Article 20.2 for a Trustee who is appointed Chair.
- (b) **Regional and Co-opted Trustees:** From the date of their appointment until the third AGM following that appointment or until such earlier AGM following that appointment as the Board may determine. Where the Board appoints a Regional or Co-opted Trustee to fill a vacancy, the Board may resolve that any period of that Trustee's time in office be disregarded for the purposes of determining their eligibility for reappointment and/or their maximum servable term under Article 20.2 below.

20.2 A retiring Trustee may be a candidate for a further term in any category if otherwise eligible but after serving a total of nine years as a Trustee is not eligible to be appointed as a Trustee again. This provision shall not prevent a Trustee who has served a single term in office as Chair from being appointed to serve a second term in office as Chair provided that after serving a total of twelve years as a Trustee the incumbent Chair must retire and is not eligible to be a Trustee again. For the purpose of determining eligibility:

20.2.1 a Trustee leaving office mid term shall be deemed to have retired at the next AGM following retirement;

20.2.2 for the purposes of calculating whether a Trustee has reached any maximum servable term of office specified under Article 20.2, the total amount of time served by a Trustee shall include all previous years and parts of years in office, whether served consecutively or over one or

more separate blocks of service with breaks in between, and shall take into account any adjustments due to the qualifications on eligibility under Articles **Error! Reference source not found.**, 20.1(b) and 20.2.1.

- 20.3 The Vice-Chair and Treasurer may hold office from appointment until their current term as a Trustee expires. They may be reappointed if, being eligible, they are re-elected as a Trustee.
- 20.4 A Trustee retiring at an AGM remains in office until the close of business on that day and a Trustee assuming office on that day does so at the same time.
- 20.5 Elections for office (where applicable) shall take place as far as possible in good time for the process to be completed by the relevant AGM. If, however, the appropriate process is delayed beyond the AGM for any reason the term of office shall not be extended. Nor shall it be extended if there is any delay in the declaration of the result because of dispute or any other reason.

21. **RETIREMENT, REMOVAL AND DISQUALIFICATION OF TRUSTEES**

21.1 The office of Trustee shall be vacated if the Trustee:-

- (a) resigns as a Trustee by sending his or her written resignation to the registered office (but only if at least five Trustees will remain in office when the notice of resignation is to take effect);
- (b) ceases to be a Member of the Charity;
- (c) becomes the subject of a receiving order or compounds with creditors generally;
- (d) in the reasonable belief of the Trustees, becomes physically or mentally incapable of managing his or her own affairs and the Trustees resolve that he or she be removed from office;
- (e) loses the right to vote at General Meetings under Article 15.1 and by Written Resolution under Article 18.1;
- (f) ceases to be a director by virtue of any provision of the Companies Act, or is prohibited from being a director by law;
- (g) is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- (h) is removed with immediate effect by resolution of the Board, at a meeting called to consider the case, if in the opinion of the Board the Trustee's continuation in office is prejudicial to the interests of the Charity. This will require a resolution in which the number voting in favour is greater than one half of the total number of Trustees, or, unless previously agreed by the Board, the Trustee has been absent from meetings of the Board for six months. The resolution is not valid unless the Trustee has been given a reasonable opportunity of being heard and been allowed to appoint

any person (who need not be a Member) to represent him or her at the hearing;

- (i) is removed with immediate effect by resolution of the Members, at a general meeting of the Charity , provided the meeting has invited his or her views and considered the matter in the light of such views;
- (j) has a financial interest which, in the opinion of the Board, is in conflict with the duties of a Trustee, as determined by the Board in its absolute discretion. This determination is not valid if the Trustee was not given a reasonable opportunity of being heard at an appropriate hearing and of being represented by any person at the hearing; or
- (k) is absent without permission of the Trustees from all their meetings within a period of six consecutive months and the Trustees resolve that his or her office be vacated.

21.2 The Board may resolve not to fill a vacancy for a Trustee created by the post being vacated for the reason described in Article 21.1(d) to 21.1(e). This shall be for a period agreed by the Board to allow for the recovery and return of the former Trustee, unless such action would prevent the Board being quorate as described in Article 25.

21.3 There shall be no retiring age for Trustees.

22. INTEREST GROUPS AND USER INVOLVEMENT

22.1 The Board may resolve to appoint an Interest Group in respect of each Region (the boundaries of which shall be determined by the Board). Subject to Article 22.2 the number of Regions shall be determined by the Board.

22.2 The number of Regions and the number of Regional Trustees shall be determined by the Board provided that the total number of Regional Trustees for all the Regions does not exceed ten.

22.3 The Board may increase or decrease the number of Interest Groups, provided that the total number of Interest Groups does not exceed fifteen. The number of Trustees voting on the resolution to increase or decrease the number of Interest Groups must be greater than one half of the total number of Trustees.

22.4 Each Interest Group shall be governed by Bye Laws as per Article 39, which must include provisions specifying the composition of the Interest Group, the terms of office of its members and arrangements for appointing Interest Group members.

22.5 The Board shall ensure that at all times there are appropriate procedures in place for seeking the views of Users and involving them in the work of the Charity.

23. APPOINTMENT OF TRUSTEES FOR EACH REGION

- 23.1 The Board shall delegate the responsibility for identifying individuals for appointment as Regional Trustees to the Nominations Committee, the procedure for which shall be set out in the Nominations Committee Terms of Reference, as prescribed by the Board from time to time.
- 23.2 The Nominations Committee shall put forward candidates for appointment as Regional Trustees to the Board (in accordance with the Nominations Committee Terms of Reference). A candidate is appointed as a Regional Trustee for the relevant Region by a decision of the Trustees, and shall remain in office in accordance with Article **Error! Reference source not found.**
- 23.3 If the Nominations Committee does not put forward a candidate from a Region to be a Regional Trustee, the position of Regional Trustee for that Region shall remain vacant until such time as a suitable candidate is proposed by the Nominations Committee. During any period in which there is a vacancy under this Article, the Nominations Committee may nominate a person from the Interest Group to serve as an Observer at Trustee meetings under Article 19.8.

24. PROCEEDINGS OF THE BOARD OF TRUSTEES

- 24.1 The Board may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a simple majority of votes of the Trustees present in person (unless otherwise provided in these Articles) and in the case of an equality of votes the Chair of the Meeting shall have a second or casting vote. On the request of the Chair or any four other Trustees the Secretary shall summon a meeting of the Board at any time by notice served on each Trustee. If neither the Chair nor the Vice Chairs or Treasurer are present within five minutes after the time appointed for the start of a meeting, the Trustees present may choose any Trustee to be Chair of the meeting.
- 24.2 Subject to the Articles and any conditions laid down by the Board from time to time, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 24.2.1 the meeting has been called and takes place in accordance with the Articles; and
- 24.2.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 24.3 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other (for example via Electronic Platform).
- 24.4 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

25. A quorum necessary for the transaction of the business of the Board may be fixed by the Board providing the number is not less than five Trustees. If the number is not so fixed it shall be five. A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions normally exercisable by the Board. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which the Trustee is not entitled to vote.
26. The Board may act even if there are vacancies on it. If there are not enough Trustees willing to act, then any two Members may summon a General Meeting for the sole purpose of appointing Trustees, but no more than the minimum necessary to make a quorum plus two. Any such Trustees shall not hold office beyond the next AGM. Immediately after such appointment the Board shall organise such Committee elections and co-options as are necessary to return the Board to its regular composition
27. At the first meeting after the AGM (or as soon as possible thereafter) the Board shall fill any vacancies in the offices of Chair, Vice-Chair and Treasurer in accordance with Article 19. If vacancies occur between AGMs they shall be filled at the next Board meeting (or as soon as possible thereafter).
28. In the absence of the Chair and Vice Chairs of the Board and Treasurer, the Trustees shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.
29. If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to chair or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair the meeting.
30. The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by these Articles or delegated to him or her by the Trustees.

31. **TRUSTEE DECISION MAKING**

- 31.1 The provisions of this Article 31 shall apply to decisions of the Trustees without a meeting.
- 31.2 The Trustees may take a decision without a Trustees' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. The decision must have the support of 75% of all Trustees.
- 31.3 A decision which is made in accordance with Article 31.2 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- (a) approval from each Trustee must be received by one person being either such person as all the Trustees shall have nominated in advance for that purpose or such other person as volunteers if necessary (“**the Recipient**”), which person may, for the avoidance of doubt, be one of the Trustees;
- (b) following receipt of response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 31;
- (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- (d) the Recipient prepares a minute of the decision in accordance with Article 42.

32. **TRUSTEE DELEGATION**

- 32.1 The Board may delegate any of their functions to Committees, the Board retaining full powers to revoke any such delegated authority and to act independently of any such Committee and not to be bound by any decision made by any such Committee. A Trustee may not attend, speak or vote at any meeting of a Committee unless a member of it or unless specifically authorised by the Board or the chair of that Committee so to do. The chair of each Committee shall be appointed by the Board but any Committee may appoint its own chair at any meeting if the chair appointed by the Board is not present.
- 32.2 In particular and in exceptional circumstances, the Trustees may delegate powers of general control over the work of the Charity to one such Committee which in that event shall be known as the Executive Committee. Membership of the Executive Committee shall comprise the Chair, the Vice Chairs and the Treasurer.
- 32.3 Provided always that any Committee, including the Executive Committee, shall:
 - (a) operate within any directions or terms of reference which may be laid down by the Board from time to time;
 - (b) report its acts and proceedings to the Board as soon as possible;
 - (c) incur no expenditure other than in accordance with budgetary authority delegated to it by the Board.
- 33. The meetings and proceedings of any Committee shall be governed by Bye-Laws made under Article 39.
- 34. The provisions of Article 4.5 shall apply in relation to Trustees’ conflicts of interest.

35. All acts done by the Board or a Committee or by any person acting as a Trustee or member of the Committee shall be valid notwithstanding that it is later discovered that there was some defect in the appointment or continuance of office of all or any of the Members.

BORROWING POWERS

36. The Board may exercise all the powers of the Charity to borrow money and to mortgage or charge its undertaking and property or any part of them, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Charity or of any third party.

POWERS OF THE BOARD

37. The Board shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Act, the memorandum, these Articles or any special resolution. No alteration of the memorandum or these Articles or any special resolution of the Charity in General Meeting shall have retrospective effect to invalidate any prior act of the Board as long as it was otherwise valid. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
38. The Board shall provide for the engagement of such officers and employees as it considers necessary and for the regulation of their remuneration, duties and terms of employment. The Board may also provide for the appointment and removal of voluntary co-ordinators and other voluntary workers. Any such provisions relating to the termination of employment of any officer or employee or the removal of any voluntary co-ordinator or other voluntary worker shall incorporate rights of appeal and representation which, in the opinion of the Board, are appropriate to the position held by the person in question and the circumstances. Nothing in the above shall affect any rights conferred by law.
39. The Board may make or alter or revoke bye-laws for the governance and management of the Charity and for the furtherance of the purposes for which the Charity is established, but in respect of bye-laws made in respect of Interest Groups formed under Article 22, the relevant Interest Group shall be consulted. Bye-laws must not conflict with the Memorandum or these Articles and they shall be binding on all Members. Bye-laws may be called regulations, rules, terms of reference, standing orders, or other name as decided by the Board to suit the particular purpose. No Member shall be absolved from the bye-laws by reason of not having received a copy of them or of any alteration or additions to them, or not having notice of them. Without prejudice to the overall powers of the Board to make bye-laws, they may relate to:
- (a) matters relating to Trustees and Observers;
 - (b) personal information that should reasonably be supplied by Trustees and members of the Interest Groups of the Charity and candidates for such offices;

- (c) the subscriptions, if any, to be paid by Members and all other matters concerning them;
- (d) the conduct of elections and ballots and co-options;
- (e) Interest Groups in connection with various branches of the Charity activities and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such Interest Groups;
- (f) the conduct of General Meetings including resolutions, procedures and all matters in relation to General Meetings; and/or
- (g) arrangements for Remote Attendance at General Meetings, including any relevant restrictions or limitations.

40. PRESIDENT, VICE-PRESIDENTS AND PATRONS

- 40.1 The Board may appoint any person (who need not be a Member of the Charity prior to appointment) to be the President or a Vice-President or a Patron of the Charity. Such persons are not Trustees and may be removed from office by the Board.

THE COMPANY SECRETARY

41. A Secretary may be appointed by the Board and the Board will set that Secretary's term of office, remuneration and conditions of service, provided that if the Secretary is also a Trustee, they shall not be remunerated. The Board may also remove the Secretary from that office.
42. The Board must keep minutes of :-
- (a) all appointments made by the Board;
 - (b) all proceedings at meetings of the Charity and of the Board, and of committees of the Board including the names of everyone present and the decisions made at the meetings.

THE SEAL

43. The Board shall provide for the safe custody of the Seal, which shall only be used with the authority of the Board. Every instrument to which the Seal is affixed shall be signed by a Trustee and counter-signed by a second Trustee or by the Secretary or by some other person approved by the Board.

44. TRUSTEES REPORTS AND ACCOUNTS

- 44.1 The Trustees shall comply with the requirements of the Companies Act and of the Charities Act 2011 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- (a) annual reports;
- (b) annual returns or confirmation statements;
- (c) annual statements of account.

44.2 The Trustees may deliver their annual report and accounts to Members of the Charity by means of the Charity's website in accordance with Part 4 of Schedule 5 of the Companies Act.

COMMUNICATIONS BY AND TO THE CHARITY

45. The provisions of this Article 45 shall apply in relation to communications by and to the Charity.

45.1 Subject to the provisions of the Companies Act and these Articles:

- (a) a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in Electronic Form or (in the case of communications by the Charity) by making it available on a website;
- (b) a document or information (including any notice) may only be given, sent or supplied in Electronic Form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
- (c) a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Act.

45.2 Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Charity's register of Members or (in the case of documents or information sent by Electronic Means) to an address specified for the purpose by the Member, provided that:

- (a) a Member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by Electronic Means, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Charity; and

- (b) the Charity is not required to send notice of a General Meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.
- 45.3 Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:
 - (a) in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
 - (b) in the case of documents in Electronic Form, by sending them by Electronic Means:
 - i. to an address notified to the Members for that purpose; and
 - ii. from an address previously notified to the Charity by the Member for the purpose of sending and receiving documents and information.
- 45.4 A Member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 45.5 Where a document or information is sent or supplied under the Articles:
 - 45.5.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - 45.5.2 Where the document or information is sent or supplied by Electronic Means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
 - 45.5.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
 - (a) the material is first made available on the website; or
 - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 45.6 Where any document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
 - (a) if the document or information has been sent to a Member and is notice of a general meeting of the Charity or a copy of the annual report and

accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the Member's postal address as shown in the Charity's register of Members, but may in its discretion choose to do so; and

- (b) in all other cases, the Charity will send a hard copy of the document or information to the Member's postal address as shown in the Charity's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person.
 - (c) the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.
46. A Member who registers neither any postal nor any electronic mail address with the Charity or who registers only a postal address that is not within the United Kingdom or an electronic address which is not functional shall not be entitled to receive any notice from the Charity. Neither shall the Charity be required to send more than one notice to more than one person of a joint membership nor to any person who is not entitled to receive notices of meetings.
47. A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

AUDIT

48. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Companies Act.

INDEMNITY

49. Subject to the provisions of the Companies Act (and of Article 3.23) every Trustee, Secretary or other officer of the Charity shall be entitled to be indemnified by the Charity against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation to them.

EXCLUSION OF MODEL ARTICLES

50. The relevant model articles for a company limited by guarantee are hereby expressly excluded.