

ARTICLES OF ASSOCIATION

OF

FREEDOM FROM TORTURE

(as adopted by a special resolution passed by the members as a written resolution on
7 May 2020)

RUSSELL-COOKE | SOLICITORS

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THE COMPANIES ACT 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

FREEDOM FROM TORTURE (the “Charity”)

1. Meaning of Words

1.1 In these Articles the following words will have the meanings shown opposite them, unless the context indicates another meaning:

Words	Meanings
“Articles”	these Articles of Association;
“Board”	the board of Trustees of the Charity, the members of which are the company directors and charity trustees;
“Board Appointment Meeting”	means the first meeting of the Board in any calendar year;
“Chair”	the Chair of the Board of Trustees or any person discharging the functions of the Chair;
“Charities Act”	the Charities Act 2011;
“Charity”	the company regulated by these Articles;
“Charity Commission”	the Charity Commission for England and Wales;
“Clear Days”	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
“Companies Act”	the Companies Acts (as defined in s.2 Companies Act 2006) in so far as they apply to the Charity;

“Connected Person”	<p>for the purposes of these Articles a Trustee is deemed to be connected to:</p> <p>(i) any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as their partner or any other family member who is dependent or partially dependent on the Trustee; and</p> <p>(ii) any firm or company in which the Trustee is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares do not give them, or them together with any dependent, a substantial interest (as defined in s.352 Charities Act as being more than one-fifth of the shares or voting power of the relevant company);</p>
“Material Benefit”	means a benefit, direct or indirect, which may not be financial but has a monetary value;
“Member”	an individual who shall be a member of the Charity for company law purposes;
“Month”	calendar month;
“Objects”	the Objects of the Charity as defined in Article 3.1;
“Office”	the registered office of the Charity;
“Ordinary Resolution”	a resolution agreed by a simple majority of the Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold a simple majority of the voting rights;
“Regulations”	any rules, standing orders or regulations made in accordance with these Articles;
“Signed”	shall include such forms of authentication that are permitted by law;
“Special Resolution”	a resolution agreed by at least a 75% majority of Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold at least 75% of the voting rights;
“Taxable Trading”	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

“Trustees”	means the directors of the Charity;
“United Kingdom”	Great Britain and Northern Ireland; and
“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 in electronic form or otherwise.

1.2 In these Articles:

- 1.2.1 The words “person” or “people” includes other charities, including charitable incorporated organisations, royal charter corporations, companies, trusts, societies or associations, government departments or statutory authorities and other individuals, corporations, partnerships or other incorporated or unincorporated bodies.
- 1.2.2 Apart from the words defined above, any words or expression defined in the Companies Act, or the Charities Act, will have the same meanings in these Articles, unless the context indicates another meaning.
- 1.2.3 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.
- 1.2.4 The words “include(s)”, “including” or “in particular” are deemed to have the words “without limitation” following them. Where the context permits, the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.

2. Registered Office

- 2.1 The registered office of the Charity will be in England and Wales.

3. Objects

- 3.1 The objects of the Charity are for the public benefit:-
- 3.1.1 to provide relief and rehabilitation for persons, and members of their families, who have been tortured or who have been traumatised by observing torture or related violence on others close to them in relationship or proximity, particularly at a young age, in any part of the world, and who, as survivors of torture, are in conditions of need;
- 3.1.2 to educate, train and supervise legal, medical and other professionals and persons who provide assistance to survivors of torture;
- 3.1.3 to promote human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations) and the European Convention on Human Rights, the Refugee Convention and the United Nations Convention Against Torture (the “Conventions”) by the following means:

(i) promoting the protection of and redress for survivors of torture by providing legal and welfare advice, medico-legal reports, relief and financial and other assistance;

(ii) raising awareness both in the UK and abroad of incidents and patterns of torture anywhere in the world;

(iii) raising awareness both in the UK and abroad of human rights issues relating to the obligations on States under the Conventions to prevent and prohibit torture, punish those responsible for acts of torture, provide remedies to survivors of torture and never to expel, return or extradite a person to another State where there are substantial grounds for believing there is a danger they will be subjected to torture;

(iv) contributing to the sound administration of human rights law and ensuring that governments fulfil their human rights obligations relating to torture and torture survivors.

4. Powers

4.1 The Charity has the following powers which may be used only to promote the Objects:-

4.1.1 to monitor and research issues relating to torture and torture survivors and present findings within both the domestic and international arena;

4.1.2 to provide technical advice to governments, international organisations and others on human rights matters, especially those pertaining to torture; (ii) commenting on proposed human rights laws; and (iii) undertaking international advocacy;

4.1.3 to carry out casework, advocacy and outreach work and to use any of the following means:

(a) monitoring abuses of human rights,

(b) promoting protection and redress for the survivors of torture, including providing legal and welfare advice, medico-legal reports, legal representation and financial and other assistance,

(c) relieving need among the survivors of torture,

(d) research into human rights issues,

(e) educating the public about human rights,

(f) educating, training and supervising legal, medical and other professionals and persons who provide assistance to people who have undergone physical or psychological torture or ill treatment,

(g) providing technical advice to governments, international organisations and others on human rights matters, especially those pertaining to the use of torture,

- (h) contributing to the sound administration of laws relevant to torture and torture survivors,
- (i) commenting on proposed legislation relevant to torture and torture survivors,
- (j) raising awareness of human rights issues,
- (k) promoting public support for human rights,
- (l) promoting respect for human rights among individuals and corporations,
- (m) international advocacy of human rights,
- (n) eliminating infringements of human rights.

4.1.4 to advance the education of health care professionals and others with relevant skills in the incidence, varieties and methods of treatment of the effects of torture;

4.1.5 to provide or procure the provision of medico-legal reports for asylum applicants;

4.1.6 to promote the empowerment of survivors of torture;

Acquisition, management and disposal of assets

4.1.7 to buy, take on lease, share, hire or otherwise acquire property of any sort;

4.1.8 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided that, where applicable, the Charity, and its Trustees, comply with sections 117 to 123 of the Charities Act;

4.1.9 to borrow money and to charge the whole or any part of the property belonging to the Charity as security, provided that if the Charity wishes to mortgage land, the Charity and its Trustees comply with sections 124 to 126 of the Charities Act;

4.1.10 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;

Staff, agents and advisers

4.1.11 subject to Articles 6 and 10, to employ and pay any employees and other staff, consultants, agents and advisers;

4.1.12 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

Funding

4.1.13 to raise funds in any way including by way of contribution, grant, subscription, entering into contracts and carrying on trade (but not by means of Taxable Trading) and in its discretion to decline or disclaim any particular contribution;

4.1.14 to give or receive guarantees or indemnities;

Activities

4.1.15 to promote or undertake study or research and disseminate the useful results of such research;

4.1.16 to produce, print and publish anything in or on any media;

4.1.17 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance and to purchase to otherwise acquire or found and to carry on schools and training centres;

4.1.18 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning and, in furtherance of the Objects but not otherwise, the Trustees shall have power to engage in political activity provided that the Trustees are satisfied that the proposed activities will further the purposes of the Charity to an extent justified by the resources committed and the activity is not the dominant means by which the Charity carries out its Objects;

4.1.19 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;

4.1.20 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

Collaboration

4.1.21 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Charity or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;

4.1.22 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;

4.1.23 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;

4.1.24 to co-operate and enter into any arrangements with any person;

Banking and Insurance

4.1.25 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;

4.1.26 to insure any risks arising from the Charity's activities;

- 4.1.27 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

Investment and Social Investment

- 4.1.28 to make social investments in accordance with Part 14A of the Charities Act;

- 4.1.29 to invest in any investments, securities or properties;

- 4.1.30 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;

- 4.1.31 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-

- (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
- (b) the Managers are under an obligation to report promptly to the Trustees the performance of investments managed by them;
- (c) the Trustees are entitled at any time to review, alter or terminate the delegation arrangement subject to any applicable notice period;
- (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation; and
- (e) the Managers must not do anything outside the powers of the Charity.

- 4.1.32 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

Other matters

- 4.1.33 to do anything else within the law which promotes or helps to promote the Objects.

5. Use of funds and property

- 5.1 No part of the Charity's funds or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member except to any such Member that is a charity (as defined in the Charities Act 2011) with one or more charitable objects which is or are the same as or substantially similar to one or more objects of the Charity.

5.2 Nothing in this Article 5 shall prevent a Member of the Charity or a Trustee receiving any benefit as a beneficiary (provided that such benefit shall be available in the same form to other beneficiaries who are not Trustees).

6. Permitted benefits

6.1 A Trustee or Connected Person must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity, except as set out in Articles 6.2, 6.3 and 6.4.

6.2 A Trustee or Connected Person may receive the following benefits from the Charity:

6.2.1 reasonable and proper remuneration for any goods or services actually rendered to the Charity or a subsidiary of the Charity (excluding the service of acting as a Trustee and services performed by a Trustee as an employee of the Charity), provided that:-

- (a) no more than half of the Trustees may be so remunerated in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);
- (b) no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;
- (c) a Trustee shall not vote on any resolutions relating to their remuneration (or relating to a Connected Person of a Trustee) and the procedure described in Article 10 (Conflicts of Interest) must be followed in considering the remuneration of the Trustee or a Connected Person and in relation to any other decisions regarding the remuneration authorised by this Article;
- (d) the remuneration or maximum remuneration payable to the Trustee or Connected Person shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Charity; and
- (e) the Trustees are satisfied that the provision of services by that Trustee on the terms proposed are in the best interests of the Charity.

6.2.2 reasonable interest on the money lent by a Trustee or Connected Person to the Charity which must be not more than the Bank of England bank rate (also known as the base rate);

6.2.3 reasonable and proper payment to a company of which the Trustee or Connected Person does not hold more than 1% of the shares or voting power;

6.2.4 reasonable and proper rent for premises demised or let by any Trustee or Connected Person; or

6.2.5 any payment or benefit with the prior written approval of Court or the Charity Commission.

- 6.3 A Trustee may also receive the following from the Charity:
- 6.3.1 reasonable out-of-pocket expenses;
 - 6.3.2 reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article 4.1.27 above; or
 - 6.3.3 any payment to a Trustee under the indemnity provisions in these Articles.
- 6.4 A Trustee or Connected Person may only be employed by, or receive any Material Benefit from the Charity which is not otherwise authorised in this Article 6, if the remuneration, payment or benefit is authorised by the Court or the Charity Commission.
- 6.5 No Trustee shall vote on or be present during the discussion of, or the authorisation of, any decision in respect of matters set out in Article 6 applicable to that Trustee or Connected Person except where it relates to the approval of the purchase of indemnity insurance pursuant to Article 6.3.2 or the payment of an indemnity pursuant to Article 6.3.3, in each case where such payment is to be made to or for the benefit of a majority of the Trustees.

7. Amendments to these Articles

- 7.1 No amendments may be made to these Articles which would cause the Charity to cease to be a charity in law.
- 7.2 Amendments may only be made to the following Articles, with the prior written consent of the Charity Commission and, in respect of Article 7.2.1 only, the Office of the Scottish Charity Regulator:
- 7.2.1 the Objects; or
 - 7.2.2 any provision relating to what happens to the Charity's property on winding up; or
 - 7.2.3 any provision which would provide for any benefit to be obtained by Trustees or persons connected with them.
- 7.3 The Charity shall inform the Charity Commission, the Office of the Scottish Charity Regulator and Companies House of any alterations to the Articles.

8. Limited liability and guarantee

- 8.1 Each Member undertakes to pay £1 in the event of the Charity being wound up or dissolved while they are a Member or within one year after ceasing to be a Member, towards:-
- 8.1.1 payment of the debts and liabilities of the Charity incurred before they ceased to be a Member;
 - 8.1.2 payment of the costs, charges and expenses of winding up; and
 - 8.1.3 adjustment of the rights of the contributories among themselves.
- 8.2 The liability of a Member is limited to £1.

9. Indemnity of Trustees

- 9.1 For the purposes of this Article 9, “Relevant Trustee” means any Trustee or former Trustee of the Charity.
- 9.2 Without prejudice to any indemnity to which a Relevant Trustee may otherwise be entitled, the Charity shall indemnify every Relevant Trustee out of the assets of the Charity against all costs and liabilities incurred by the Relevant Trustee in that capacity to the extent permitted by the Companies Act.
- 9.3 To the extent permitted by law, the Charity may provide funds to every Relevant Trustee to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by them as a Relevant Trustee, provided that they will be obliged to repay such amounts no later than:
- 9.3.1 if they are convicted in proceedings, the date when the conviction becomes final; or
 - 9.3.2 if judgment is given against them in proceedings, the date when the judgment becomes final; or
 - 9.3.3 if the court refuses to grant them relief on any application under the Companies Act, the date when refusal becomes final.

10. Conflicts of Interest

- 10.1 For the purposes of this Article 10, “Conflict of Interest” means any direct or indirect interest of a Trustee (whether personally or by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or may conflict with the interests of the Charity, because the Trustee or a Connected Person may 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.
- 10.2 Subject to Article 10.4, whenever a Trustee is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Trustee must:
- 10.2.1 fully declare the nature and extent of the interest before discussion begins on the matter,
 - 10.2.2 withdraw from the meeting or discussion for that item, after providing any information requested by the other Trustees,
 - 10.2.3 not be counted in the quorum for that part of the meeting or decision-making process,
 - 10.2.4 be absent during the vote and have no vote on the matter, and
 - 10.2.5 comply with any other requirement which the other Trustees resolve is necessary.
- 10.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question must be decided by a majority decision of the other Trustees.

- 10.4 When any Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest (if they form a quorum without counting the 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 Trustee permit the Trustee, notwithstanding any Conflict of Interest which has arisen or may arise for the Trustee, to:
- 10.4.1 continue to participate in discussions leading to the making of a decision, or to vote, or both,
 - 10.4.2 disclose to a third party information confidential to the Charity,
 - 10.4.3 take any other action not otherwise authorised which does not involve the receipt by the Trustee (or a Connected Person) of any payment or Material Benefit from the Charity, or
 - 10.4.4 refrain from taking any step required to remove the conflict.
- 10.5 Where a Trustee has a Conflict of Interest which has been declared to the Trustees, the Trustee shall not be in breach of that Trustee's 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, provided that a Trustee may not withhold information relating to a direct or indirect personal benefit for the Trustee.
- 10.6 The Trustees shall observe the other duties and rules in the Companies Act, and such other rules as the Board adopts, in relation to the management of Conflicts of Interest.
- 10.7 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.

MEMBERS AND MEMBERSHIP

11. Membership

- 11.1 Membership is open only to the Trustees. For the avoidance of doubt from the date of adoption of these Articles the Trustees shall be the only Members. A Trustee shall automatically be admitted as a Member on being appointed as a Trustee; and cease to be a Member on ceasing to be a Trustee.
- 11.2 Membership is not transferrable.

12. Register of Members

- 12.1 The Charity shall maintain a register of Members with an entry for each Member showing the Member's name and address and the date on which the Member became a Member and ceased to be a Member. The register of Members must be kept at the Office or at a single alternative inspection location.
- 12.2 The register must be made available for inspection:
- 12.2.1 by any Member without charge; and

12.2.2 by any other person within five working days of receiving a request that is for a proper purpose in accordance with the Companies Act, and subject to the payment of a fee at a level that is permitted by law.

13. Written Agreement to Resolution

13.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, Members may pass a written resolution without a meeting being held, provided that:

13.1.1 it is in Writing;

13.1.2 a copy of the proposed resolution has been sent to every eligible Member;

13.1.3 in the case of a Special Resolution it must be stated on the resolution that it is a Special Resolution, and it must be Signed by at least 75 per cent. of Members entitled to receive notice of and to attend general meetings;

13.1.4 in the case of an Ordinary Resolution it must be Signed by a majority of Members entitled to receive notice of and to attend general meetings; and

13.1.5 it is contained in a document which has been received at the Office within the period of 28 days beginning with the circulation date.

13.2 A written resolution may consist of two or more documents in identical form Signed by Members and is passed when the required majority of eligible Members have signified their agreement to it.

14. General Meetings

14.1 Subject to the provisions of the Companies Act, the Company may but is not required to hold an annual general meeting. The Company may pass resolutions by means of written resolutions.

14.2 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting.

14.3 Where the Act requires or the Members request a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the holding of meetings for private companies limited by guarantee shall apply.

BOARD OF TRUSTEES

15. Powers of the Board

15.1 The business of the Charity is managed by the Board, which may use all the powers of the Charity that are not, by the Companies Act or by these Articles, reserved to the Members or to them in their capacity as Members.

16. Composition of the Board

16.1 The Board consists of not fewer than 5 and no more than 13 persons. The Board shall appoint Trustees by a resolution of the Board at any time whether at a Board meeting or in Writing.

16.2 No person under the age of 16 may be appointed as a Trustee.

17. Retirement of members of the Board

17.1 At the third Board Appointment Meeting after their last appointment a Trustee shall retire. They shall be eligible for re-appointment provided that no Trustee may continue to serve after nine years in office unless the Board resolves that exceptional circumstances apply in which case a Trustee may serve one further term of a maximum of three years.

For the purposes of this Article 17.1 a "year" shall mean a complete period of service between two Board Appointment Meetings.

17.2 For the avoidance of doubt, any time served by a Trustee prior to the date of adoption of these Articles on 7 May 2020 shall count when calculating when a Trustee is due to retire.

18. Disqualification, resignation and removal of Trustees

18.1 A Trustee shall cease to be a Trustee if the Trustee:-

18.1.1 becomes bankrupt or makes any arrangement or composition with their creditors;

18.1.2 is disqualified by law from serving as a company director unless there is an appropriate exception in place;

18.1.3 is disqualified by law from serving as a charity trustee unless a waiver has been granted;

18.1.4 is considered by the Board to have become incapable, whether mentally or physically, of managing their own affairs and a majority of the other Trustees resolve that they must cease to hold office;

18.1.5 resigns by notice in Writing to the Trustees (but only if at least three Trustees will remain in office when the resignation is to take effect);

18.1.6 is absent without permission from three consecutive meetings of the Trustees and it is resolved by a majority of the other Trustees to remove the Trustee;

18.1.7 breaches his/her duties under the Companies Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him/her by a resolution by 75 per cent. of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting;

18.1.8 ceases to be a Member;

18.1.9 is removed from office by a resolution of at least 75 per cent. of the other Trustees present and voting at a Board meeting provided:

(a) at least half of the serving Trustees are present at the meeting; and

- (b) that prior written notice of meeting and the intention to propose such a resolution has been given to the Trustee in question; or

18.1.10 dies.

19. Notification of change of Trustees

- 19.1 All appointments, retirements or removals of Trustees and the Company Secretary (if any) must be notified to the Registrar of Companies and the Charity Commission.

DECISION-MAKING BY THE TRUSTEES

20. Meetings of the Board

- 20.1 The Board may meet, adjourn and run its meetings as it wishes, subject to these Articles and the Companies Act.

21. Calling a meeting

- 21.1 The Charity, if requested by the Chair or any two Trustees, must call a meeting of the Board.

22. Participation in meetings

- 22.1 Board meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

23. Quorum for Board meetings

- 23.1 The quorum for a Board meeting is three Trustees or one third of the Trustees (if greater).
- 23.2 A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which they are not entitled to vote.

24. Chair of Board meetings

- 24.1 The Chair or (if the Chair is unable or unwilling to do so) any Vice Chair (if any) or if no Vice Chair is available some other Trustee chosen by the Trustees present presides at each Board meeting.

25. Voting

- 25.1 Matters for decision at any meeting must be decided by a majority of votes and each Trustee has one vote (including the Chair).
- 25.2 If the votes are equal, the Chair has a second or casting vote.

26. Resolutions in Writing without a Board meeting

- 26.1 A resolution in Writing Signed by all of the Trustees is as valid as if it had been passed at a properly held meeting of the Board. The resolution may consist of several documents in the same form Signed by one or more of the Trustees.

27. Officers of the Board

27.1 The Trustees may appoint or remove the Chair or any other officers that they wish which may include a Vice Chair or Vice Chairs. Officers shall be appointed from among the Trustees, with the exception of the Company Secretary who may but need not be a Trustee.

28. Board's right to act despite vacancies

28.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the number fixed as the quorum, it may act only to appoint further Trustees.

29. Validity of acts done at meetings

29.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee, anything done before the discovery is valid.

DELEGATION BY THE BOARD AND COMMITTEES

30. Delegation by the Board

30.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles—

30.1.1 to such person or committee;

30.1.2 by such means (including by power of attorney);

30.1.3 to such an extent;

30.1.4 in relation to such matters; and

30.1.5 on such terms and conditions;

as they think fit.

30.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom, or committee to which, they are delegated.

30.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

31. Delegation to committees

31.1 Any delegation to a committee must specify those who are to serve on the committee and the Board may co-opt any person who is not a Trustee to serve on a committee, provided that a committee must include at least one Trustee at all times.

31.2 All acts and proceedings of a committee must be reported to the Board by the next Board meeting.

31.3 A committee must not knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Board in accordance with a budget approved by the Board.

- 31.4 A committee may elect a chair of its meetings if the Board does not nominate one.
- 31.5 If at any meeting the committee's chair is not present within ten minutes after the appointed starting time, the committee members present may choose one of their number to be chair of the meeting.

32. Meetings of Committees

- 32.1 Unless the terms of reference for a committee provide otherwise:
- 32.1.1 a committee may meet and adjourn whenever it chooses;
- 32.1.2 questions at a committee meeting must be decided by a majority of votes of the committee members present and in the case of an equality of votes, the chair of the committee meeting shall have a casting vote; and
- 32.1.3 a committee must have minutes entered in minute books.

ADMINISTRATIVE MATTERS

33. Appointment and Removal of a Company Secretary

- 33.1 The Board may (but need not) appoint and remove a Company Secretary in accordance with the Companies Act and may decide his period of office, pay and any conditions of service.

34. Appointment of Reporting Accountants or Auditors

- 34.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

35. Honorary Officers

- 35.1 The Board may appoint and remove any person for such terms as they think fit as the President or Patron of the Charity. Such posts are honorary only and carry no vote or other rights.

36. Records

- 36.1 The Board must keep records of:-
- 36.1.1 all proceedings at Board meetings (including the names of the Trustees present);
- 36.1.2 all written resolutions
- 36.1.3 all reports of committees
- 36.1.4 all proceedings at general meetings; and
- 36.1.5 all professional advice received.
- 36.2 Board minutes must be kept for a minimum of 10 years from the date of the meeting.

37. Articles, accounts and other statutory records

- 37.1 The accounts, the Articles and any Regulations must be kept at the Office or at a single alternative inspection location decided by the Board.
- 37.2 The Articles and any Regulations must be available for inspection by the Members of the Charity and any Member who requests a copy of the Articles must be sent a copy.
- 37.3 The accounts must always be open to inspection by Trustees.

38. Accounts and returns

- 38.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or examination of accounts and the preparation of accounts, and annual reports and returns.
- 38.2 The Board must, for each financial year, send a copy of its annual accounts and reports (or if applicable summary financial statements) to every person who is entitled to receive notice of general meetings at the same time as they file the accounts with Companies House, within 9 months of the end of the Charity's financial year.
- 38.3 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in the Companies Act).
- 38.4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within 9 months of the end of the Charity's financial year or within any other deadlines specified by law.
- 38.5 The Board must file with the Charity Commission and the Office of the Scottish Charity Regulator the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within 10 months of the end of the Charity's financial year or any other deadlines specified by the Charity Commission or by the Office of the Scottish Charity Regulator.

39. Service of Notices

- 39.1 The Charity may provide notices, accounts or other documents to any Member either:
 - 39.1.1 in person; or
 - 39.1.2 by hand-delivery or ordinary post to the Member's registered address;
 - 39.1.3 if the Member has provided the Charity with an email address, by email to that address (subject to the Member having consented to receipt of the notice, documents or accounts in this way); or
 - 39.1.4 in accordance with the provisions for communication by website set out below.
- 39.2 If a Member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United

Kingdom which the Member has provided to the Charity for that purpose, or in accordance with the other methods set out in Article 39.1.

- 39.3 If a notice, accounts or other documents are sent by post, they will be treated as having been served by the Charity correctly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Charity receives no indication that they have not been received.
- 39.4 Any notice or other document sent in accordance with these Articles is to be treated as having been received:
- 39.4.1 if sent by post, 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post;
- 39.4.2 if sent by email, 24 hours after having been properly sent; or
- 39.4.3 immediately on being handed to the recipient personally.
- 39.5 The Charity may assume that any e-mail address provided to it by a Member remains valid unless the Member informs the Charity that it is not.
- 39.6 Where a Member has informed the Charity in Writing of their consent, or has given deemed consent in accordance with the Companies Act, to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if the Charity sends that Member a notification informing them that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information relates to a general meeting, the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

40. Irregularities

- 40.1 The making of any decision, or the proceedings at any meeting of the Trustees, Members or a committee shall not be invalidated by reason of:
- 40.1.1 any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice,) or
- 40.1.2 the lack of qualification in any of the persons present and voting,
- unless a provision of the Companies Act specifies that the informality, irregularity or lack of qualification shall exclude it.

41. Who is Entitled to Notice of General Meetings

- 41.1 Notice of every general meeting must be given to:-
- 41.1.1 every Member (except those Members who lack a registered postal address within the United Kingdom and have not given the Charity a postal address for notices within the United Kingdom);

41.1.2 the reporting accountants or auditor of the Charity;

41.1.3 all Trustees; and

41.1.4 any President or other honorary position.

42. Regulations

42.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a Special Resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

43. Winding-up of the Charity

43.1 If the Charity is wound-up or dissolved, and there remains any assets after all debts and liabilities have been met, the assets must be applied in one or more of the following ways:

43.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as, or similar to the Objects; or

43.1.2 directly for the Objects or for exclusively charitable purposes which are within or similar to the Objects.

43.2 The recipient(s) of the remaining assets of the Charity shall be chosen by the Trustees at or before the time of winding-up or dissolution.