

Company Number: 3628986

Charity Number: 1071825

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE POLITICAL STUDIES ASSOCIATION
OF THE UNITED KINGDOM

Incorporated on 9 September 1998
As amended at
general meetings of the Company held on 31 March 2010 and 30 March 2021

FARRER&Co

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1. NAME

The name of the Company is The Political Studies Association of the United Kingdom.

2. REGISTERED OFFICE

The registered office of the Company is in England and Wales.

3. OBJECTS

The Company is established for the advancement of education to promote the development of political studies and to encourage education and the advancement of learning in the art and science of government and in other branches of the political sciences.

4. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to publish or distribute information and to cause to be Written and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes;
- 4.2 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, classes, seminars, conferences, exhibitions, broadcasts or courses of instruction either alone or with others;
- 4.3 to promote or carry out research, experimental work, scientific investigation and development into any aspect of the Objects of the Company and its work and to disseminate the useful results of any such research for the public benefit;

- 4.4 to co-operate and enter into arrangements with other bodies, including any authorities, national, local or otherwise;
- 4.5 to provide advice;
- 4.6 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.7 to borrow money and give security for loans on such terms and conditions as may be thought fit (but only in accordance with the restrictions imposed by the Charities Act);
- 4.8 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 4.9 to raise funds and carry on trade in so far as this does not amount to Taxable Trading;
- 4.10 to take and accept (or refuse) any gift of money, property or other assets whether subject to any special trusts or not;
- 4.11 to acquire, take on, lease, exchange or hire property, rights or privileges of any kind and to construct, restore, improve, maintain, equip and alter such property;
- 4.12 to sell, let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.14 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Company;
- 4.16 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- 4.17 to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- 4.18 to establish and support any charitable company, association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;

- 4.19 to lend money, make grants and give credit to, take security for such loans or credit from, and to guarantee or give security for the performance of contracts or obligations by, any person or company;
- 4.20 to provide indemnity insurance to cover the liability of the EC Members (i) by virtue of any rule of law which would otherwise attach to an EC Member in respect of any negligence, default, breach of trust or breach of duty of which he or she may be guilty in relation to the Company or (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance shall not extend to any claim arising from any act or omission which the EC Member knew to be a breach of trust or breach of duty or which was committed by the EC Member in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the EC Member in his or her capacity as EC Member; and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the EC Member's liability is his or her or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- 4.21 to insure and arrange insurance cover for, and to indemnify, its officers (not being EC Members) servants and voluntary workers and its Members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- 4.22 to set aside funds for special purposes or as reserves against future expenditure;
- 4.23 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.24 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert, unless the Executive Committee reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.25 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down in Writing for the Financial Expert by the Executive Committee;
 - (b) require the Financial Expert to report every transaction to the Executive Committee promptly;
 - (c) require the Financial Expert to review the performance of the investments with the Executive Committee regularly;

- (d) entitle the Executive Committee to cancel the delegation arrangement at any time;
 - (e) require the investment policy and the delegation arrangement to be reviewed with the Executive Committee at least once a Year;
 - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Executive Committee on receipt;
 - (g) prohibit the Financial Expert from doing anything outside the powers of the Executive Committee;
- 4.26 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body controlled by the Executive Committee or by a Financial Expert acting under the instructions of the Executive Committee) and to pay any reasonable fee required;
- 4.27 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.28 subject to Article 5, to employ paid or unpaid agents, staff or advisers;
- 4.29 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Company or any of them or otherwise to make provision for such officers, employees and workers, their widows or widowers, and dependants;
- 4.30 to enter into contracts to provide services to or on behalf of other bodies;
- 4.31 to arrange for the amalgamation or merger of the Company with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Company by these Articles;
- 4.32 to establish where necessary local branches (whether autonomous or not);
- 4.33 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 4.34 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.35 to pay the reasonable and proper costs of administering the Company; and
- 4.36 to do anything else within the law which promotes or helps to promote the Objects.

5. BENEFITS TO MEMBERS AND EC MEMBERS

- 5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but:

- (a) Members who are not EC Members may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
- (b) Members (including EC Members) may be paid interest at a reasonable rate on money lent to the Company;
- (c) Members (including EC Members) may be paid a reasonable rent or hiring fee for property let or hired to the Company; and
- (d) Members and EC Members who are beneficiaries may receive charitable benefits in that capacity, in each case subject to any restrictions imposed by the Bye-laws.

5.2 An EC Member must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Company except:

- (a) as mentioned in Articles 4.20, 5.1(b), 5.1(c), 5.1(d) or 5.3;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
- (c) an indemnity in respect of any liabilities Properly Incurred in running the Company or otherwise against any Relevant Liability;
- (d) payment to any company in which an EC Member has no more than a 1% shareholding;
- (e) in exceptional cases, other payments or benefits (but only with the Written approval of the Commission in advance),

in each case subject to any restrictions imposed by the Bye-laws.

5.3 Any EC Member (or any Person Connected to an EC Member whose remuneration might result in an EC Member obtaining a Material Benefit) may enter into a contract with the Company to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the procedure set out in the Bye-laws is followed;
- (b) the goods or services are actually required by the Company;
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 12.9;
- (d) in any financial year, no more than one half of the EC Members are subject to such a contract (or have a Person Connected to them who is subject to such a contract).

6. MEMBERSHIP

6.1 The Company must maintain a register of Members in accordance with the Companies Act.

- 6.2 Membership of the Company is open to any individual interested in promoting the Objects who:
- (a) applies to the Company in the form required by the Executive Committee;
 - (b) is approved by the Executive Committee, which may approve or reject applications in its absolute discretion and without giving any reason; and
 - (c) signs the register of Members or consents in Writing to become a Member (the payment by a Member of an annual Membership subscription to the Company shall be deemed to be signed Written consent for the purposes of this Article).
- 6.3 The Executive Committee may establish different classes of Membership (and vary such classes, once established) and may prescribe their respective privileges and duties and set (and vary) the amounts of any subscriptions payable by Members.
- 6.4 Membership is terminated if the Member concerned:
- (a) gives Written notice of resignation to the Company, provided that after such retirement the number of Members is not less than three;
 - (b) dies;
 - (c) is more than six Months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due);
 - (d) is removed from Membership by resolution of the Executive Committee on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company (but only after notifying the Member in Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 Clear Days after receiving notice); or
 - (e) is a Lay EC Member in which case his or her Membership shall terminate on retirement from the Executive Committee unless he or she applies and is approved for Membership in accordance with Article 6.2.
- 6.5 Membership of the Company is not transferable.

7. GENERAL MEETINGS

- 7.1 The Company may each Year hold a general meeting as its AGM in addition to any other meetings in that Year, and shall specify the meeting as such in the notices calling it. The AGM may be held at such time and place as the Executive Committee shall appoint.
- 7.2 The business to be conducted at an AGM will be determined by the Executive Committee.
- 7.3 Any general meeting which is not an AGM is an EGM.
- 7.4 Subject to Article 7.5, general meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed. The notice shall specify the place, the

day and the hour of meeting and, in case of special business, the general nature of that business.

- 7.5 Notwithstanding Article 7.4, a general meeting called by shorter notice shall be deemed to have been duly called if it is so agreed by a majority of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 7.6 An EGM may be called at any time by the Executive Committee.
- 7.7 An EGM may be called on a Written request to the Executive Committee from at least 10% of the Members or, if more than twelve Months have passed since the Company last held a general meeting, from 5% of the Members.
- 7.8 On receipt of a Written request made pursuant to Article 7.7, the Executive Committee must call an EGM within 21 days and the EGM must be held not more than 28 days after the date of the notice calling the EGM.
- 7.9 Members are entitled to attend general meetings personally (which for the avoidance of doubt shall include attendance by virtual means in accordance with these Articles) or by proxy.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) 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.
- 7.14 The Executive Committee may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 7.15 There is a quorum at a general meeting if the number of Members present (including by proxy) is at least thirty. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Executive Committee may determine.

- 7.16 The Chair shall chair every general meeting of the Company, or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice Chair shall chair, or if he or she shall not be present or is unwilling to act the EC Members present shall elect one of their number to chair the meeting.
- 7.17 If at any meeting no EC Member is willing to act as Chair or if no EC Member is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to chair the meeting.
- 7.18 The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 7.19 An EC Member shall be entitled to attend and speak at any general meeting.

8. APPOINTMENT OF PROXIES

- 8.1 Proxies may only be validly appointed by a notice in Writing which:
- (a) states the name and address of the Member appointing the proxy;
identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (b) is signed by the Member appointing the proxy or is authenticated in such manner as the Executive Committee may determine;
 - (c) is delivered to the Company in accordance with Article 18.8;
 - (d) is received by the Company at least 48 hours before the meeting to which it relates.
- 8.2 The Company may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 8.3 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.
- 8.4 Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 8.5 An appointment under a proxy notice may be revoked by delivering to the Company, in accordance with Article 18.8, a notice given by or on behalf of the Member who

gave the proxy notice, but such revocation will only take effect if the Company receives it before the start of the meeting to which it relates.

9. VOTING AT GENERAL MEETINGS

- 9.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 9.2 Except where otherwise provided by the Companies Act, every issue is decided by a majority of the votes cast.
- 9.3 Subject to the provisions of this Article 9, every Member present (including by proxy) has one vote on each issue.
- 9.4 In the case of an equality of votes, whether on a show of hand or on a poll, the chair of the meeting shall be entitled to a second or casting vote in addition to any other vote he or she may have.
- 9.5 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.
- 9.6 No Member shall be entitled to vote at any general meeting unless all money presently payable by him or her to the Company has been paid.
- 9.7 No Member shall vote on any matter in which he or she has a personal or pecuniary interest or otherwise debate on such matters without the permission of the majority of the Members present and voting, such permission to be given or withheld without discussion.
- 9.8 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
- 9.9 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 9.10 A poll may be demanded by:
- (a) the Chair of the meeting;
 - (b) two or more persons having the right to vote on the resolution; or
 - (c) persons representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.
- 9.11 Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Company shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

9.12 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the meeting consents to the withdrawal.

9.13 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

10. WRITTEN RESOLUTIONS

10.1 Subject to Article 10.8, any resolution that may be passed validly at a general meeting of the Company may be passed as a Written resolution.

10.2 A Written resolution may be proposed by the Executive Committee or by 5% or more of the Members (on Written request to the Executive Committee).

10.3 If the Members exercise their right to propose a Written resolution:

(a) they may also require the Company to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution; and

(b) such Members shall meet the costs of circulating the Written resolution (and, where relevant, any accompanying statement), unless the Company resolves otherwise.

10.4 The Executive Committee must circulate any proposed Written resolution to all Members, together with:

(a) any accompanying statement;

(b) guidance on how to signify agreement to the resolution; and

(c) the date by which the resolution must be passed if it is not to lapse.

10.5 A Member signifies agreement to a proposed Written resolution when the Company receives from him or her an Authenticated Document (whether in hard copy or electronic form) identifying the resolution to which it relates and his or her agreement to it.

10.6 Subject to Article 10.7, a Written resolution is passed when:

(a) in the case of an ordinary resolution, a simple majority of the Members have signified their agreement to it; and

(b) in the case of a special resolution, at least 75% of the Members have signified their agreement to it.

10.7 A proposed Written resolution lapses if it is not passed before the end of 56 days beginning on the first day on which it was circulated.

10.8 The following may not be passed as a Written resolution:

(a) a resolution to remove an EC Member before his or her period of office expires; and

(b) a resolution to remove an auditor before his or her period of office expires.

11. THE EXECUTIVE COMMITTEE

11.1 The Executive Committee as Charity Trustees have control of the Company and its property and funds.

11.2 The number of EC Members shall be not less than six and not more than 16 (unless otherwise provided in the Bye-laws).

11.3 The Executive Committee shall (unless otherwise provided in the Bye-laws) consist of:

- (a) the Chair;
- (b) the Vice Chair;
- (c) the Honorary Secretary;
- (d) the Honorary Treasurer;
- (e) up to eight Elected EC Members; and
- (f) up to four Co-opted EC Members
- (g) up to three Lay EC Members.

11.4 Subject to Article 11.5, no person may be appointed as an EC Member:

- (a) unless he or she has attained the age of 18 years;
- (b) in circumstances such that had he or she already been an EC Member he or she would have been disqualified from acting under the provisions of Article 11.21 (other than by reason of his or her resignation from office); and
- (c) unless he or she is a Member of the Company.

11.5 Article 11.4(c) shall not apply to EC Members who are Lay EC Members. Subject to compliance with the procedure at Article 6.2, a Lay EC Member may become a Member following his or her appointment by the Executive Committee.

11.6 An Appointments Meeting shall be held once in every Year at such time and place as the Executive Committee shall determine for the purpose of the appointment of such of the Elected EC Members, the Vice Chair, the Chair, the Honorary Secretary and the Honorary Treasurer as may be required.

Chair and Vice Chair

11.7 The Executive Committee shall appoint a Chair and a Vice Chair in accordance with such procedure as the Executive Committee shall determine.

11.8 Subject to earlier termination under Article 11.21, the Chair and the Vice Chair shall each hold office for a term ending on the third Appointments Meeting following his or her or her appointment.

- 11.9 If at any time the office of Vice Chair or Chair becomes vacant because of the operation of Article 11.21 the Executive Committee shall appoint a replacement Vice Chair or Chair, who shall serve for the remainder of the outgoing Vice Chair's or Chair's term of office.

Honorary Secretary and Honorary Treasurer

- 11.10 The Executive Committee shall appoint an Honorary Secretary and an Honorary Treasurer following the procedure set out in the Bye-laws.
- 11.11 Subject to earlier termination under Article 11.21, the Honorary Secretary and the Honorary Treasurer shall each hold office for a term ending on the third Appointments Meeting following his or her appointment.
- 11.12 If at any time the office of Honorary Secretary or Honorary Treasurer becomes vacant because of the operation of Article 11.21 the Executive Committee shall appoint a replacement Honorary Secretary or Honorary Treasurer, who shall serve for the remainder of the outgoing Honorary Secretary's or Honorary Treasurer's term of office.

Elected EC Members

- 11.13 The Elected EC Members shall be appointed by a majority vote of the Executive Committee following the procedure set out in the Bye-laws.
- 11.14 Subject to earlier termination under Article 11.21, an Elected EC Member shall hold office for a term ending on the third Appointments Meeting following his or her appointment.

Co-opted EC Members

- 11.15 The Executive Committee may (but shall not be obliged to) co-opt up to four persons who are willing to act to be Co-opted EC Members, either to fill a vacancy or as an additional EC Member.
- 11.16 Subject to earlier termination under Article 11.21, a Co-opted EC Member shall hold office for a period of one Year or such other shorter period as the Executive Committee shall determine.

Lay EC Members

- 11.17 The Executive Committee may (but shall not be obliged to) appoint up to three persons who are willing to act to be Lay EC Members in respect of whom Article 11.5 shall apply.
- 11.18 A Lay EC Member may serve as Honorary Treasurer following the procedure set out in the Bye-laws.
- 11.19 Subject to earlier termination under Article 11.21, a Lay EC Member shall hold office for a period of three Years, save that a Lay EC Member who serves as Honorary Treasurer shall hold office for a term ending on the third Appointments Meeting following his or her appointment as Honorary Treasurer.
- 11.20 Any retiring EC Member (including a Lay EC Member) who remains qualified may be re-appointed provided any such re-appointment is in accordance with the Bye-laws

(and, in particular, would not cause the EC Member to exceed any maximum term of office prescribed by the Bye-laws).

- 11.21 An EC Member's term of office automatically terminates if he or she:
- (a) is disqualified under the Charities Act from acting as a Charity Trustee;
 - (b) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (c) is absent without permission of the Executive Committee from all its meetings held within a period of 6 months and the Executive Committee resolves that his or her office be vacated;
 - (d) is not a Lay EC Member and ceases to be a member of the Company;
 - (e) resigns by Written notice to the Executive Committee (but only if at least three EC Members will remain in office); or
 - (f) is removed from office by a decision of at least sixty percent of EC Members present and eligible to vote at a meeting held in accordance with Article 12 (such majority to include the Chair of the meeting unless he or she has a Personal Interest in the matter pursuant to Article 12.9) after the meeting has:
 - (i) invited the views of the EC Member concerned;
 - (ii) considered the matter in the light of any such views; and
 - (iii) determined that the decision is in the best interests of the Company.
- 11.22 In addition and without prejudice to the provisions of the Companies Act the Company may by ordinary resolution remove any EC Member before the expiration of his or her period of office and may by ordinary resolution appoint another suitably qualified person in his or her stead but any person so appointed shall hold his or her office only until the next Appointments Meeting whereupon a vacancy for the remainder of the term of office for that post shall arise.
- 11.23 A technical defect in the appointment of an EC Member or a sub-committee member of which the Executive Committee are unaware at the time does not invalidate decisions taken at an Executive Committee or sub-committee meeting.
- 12. PROCEEDINGS OF EXECUTIVE COMMITTEE**
- 12.1 The Executive Committee must hold at least four meetings each Year.
- 12.2 The quorum necessary for the transaction of the business of the Executive Committee may be fixed by the Executive Committee and, unless so fixed, shall be one-third of the membership of the Executive Committee from time to time, subject to a minimum of two.
- 12.3 Any EC Member may call a meeting of the Executive Committee by giving notice of the meeting to the Executive Committee or by authorising the Secretary (if there is one) to give such notice. It shall not be necessary to give notice of an Executive

Committee meeting to any EC Member for the time being absent from the United Kingdom.

- 12.4 A meeting of the Executive Committee may be held either in person or by suitable electronic means agreed by the Executive Committee in which all participants may communicate with all the other participants.
- 12.5 The Chair or (if the Chair is unable or unwilling to do so, or is not present within five minutes after the time appointed for holding the meeting) the Vice Chair or (if the Vice Chair is unable or unwilling to do so or is not present within five minutes after the time appointed for holding the meeting) some other EC Member chosen by the EC Members present presides at each meeting.
- 12.6 Subject to Article 12.7, every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the EC Members and approved by a simple majority of them is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 12.7 A decision made pursuant to Article 11.21(f) may not be passed by a Written resolution.
- 12.8 Except for the Chair of the meeting, who in the case of an equality of votes has a second or casting vote, every EC Member has one vote on each issue.
- 12.9 Whenever an EC Member has a Personal Interest in a matter to be discussed at a meeting of the Executive Committee or a sub-committee the EC Member concerned must:
- (a) declare an interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) withdraw during the vote and have no vote on the matter.
- 12.10 If a conflict of interests arises for an EC Member because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted EC Members may authorise such a conflict of interests provided that:
- (a) the procedure in Article 12.9 is followed; and
 - (b) the unconflicted EC Members consider it is in the best interests of the Company to authorise the conflict of interest in the circumstances applying.
- 12.11 A procedural defect of which the Executive Committee are unaware at the time does not invalidate decisions taken at a meeting.

13. POWERS OF EXECUTIVE COMMITTEE

- 13.1 The Executive Committee have the following powers in the administration of the Company:

- (a) to appoint honorary officers from among their number;
- (b) to appoint (and remove) any person who is not an EC Member to an honorary role with such title, and or such terms, as the Executive Committee shall think fit;
- (c) to establish procedures to assist the resolution of disputes within the Company;
- (d) to change the name of the Company;
- (e) to exercise all the powers of the Company to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party; and
- (f) to exercise any powers of the Company which are not required to be exercised by the Company in general meeting. Any such requirement may be imposed either by the Companies Act or by these Articles or by regulation made by the Company in general meeting (but no such regulation shall invalidate any prior act of the Executive Committee which would have been valid if that regulation had not been made).

13.2 If the Executive Committee shall at any time be or be reduced in number to less than the number prescribed by Article 11.2 it shall be lawful for them to act as the Executive Committee for the purposes of admitting persons as EC Members filling up vacancies in their body or summoning a general meeting but not for any other purpose.

13.3 The authorised signatories for documents, including but not limited to, deeds, cheques, other negotiable instruments and receipts for money shall be as specified in the Bye-laws.

14. SUB-COMMITTEES

14.1 The Executive Committee may delegate any of its powers to sub-committees consisting of such members as it thinks fit; any sub-committee so formed shall conform to the Bye-laws and any other regulations that may be imposed on it by the Executive Committee, and shall report all acts and proceedings to the Executive Committee fully and promptly.

15. COMPANY SECRETARY

A provision of the Companies Act or these Articles requiring or authorising a thing to be done by or to an EC Member and the Secretary shall not be satisfied by it being done by or to the same person acting both as EC Member and as, or in place of, the Company Secretary.

16. THE SEAL

The Executive Committee shall provide for the safe custody of the Seal, if any, which shall only be used by the authority of the Executive Committee or of a sub-committee authorised by the Executive Committee in that behalf, and every instrument to which the Seal shall be affixed shall be signed by an EC Member and shall be countersigned

by the Secretary or by a second EC Member or by some other person appointed by the Executive Committee for the purpose.

17. RECORDS & ACCOUNTS

17.1 The Executive Committee must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

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

17.2 The Executive Committee must keep proper records of:

- (a) all resolutions of Members passed otherwise than at a general meeting;
- (b) all proceedings at general meetings;
- (c) all proceedings at meetings of the Executive Committee;
- (d) all reports of sub-committees;
- (e) all appointments of officers made by the Executive Committee; and
- (f) all professional advice obtained.

17.3 The records referred to in Articles 17.2(a), 17.2(b) and 17.2(c) must be kept for 10 Years from the date of the resolution, general meeting or Executive Committee meeting, as relevant.

17.4 Accounting records relating to the Company must be made available for inspection by any EC Member at any reasonable time during normal office hours and may be made available for inspection by Members who are not EC Members if the Executive Committee so decide.

17.5 A copy of the Company's latest available statement of account or annual report must be supplied on request to any EC Member or Member, free of charge. A copy of either document must also be supplied within two Months to any other person who makes a Written request for it and pays the Company's reasonable costs.

18. COMMUNICATION WITH MEMBERS

18.1 Any notice to be given to or by any person pursuant to these Articles shall be in Writing except that a notice calling a meeting of the Executive Committee need not be in Writing.

18.2 The Company may validly send or supply any document (including any notice) or information to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the register of Members;

- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of Members;
- (c) by fax to a fax number notified by the Member in Writing;
- (d) by electronic mail to an email address notified by the Member in Writing;
or
- (e) by means of a website the address of which has been notified to the Member in Writing;

in accordance with this Article 18.

18.3 The Company may only send a document or information to a Member by electronic mail:

- (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- (b) to the address specified for that purpose by the Member.

18.4 The Company may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Company sending him or her a request asking him or her to agree to the Company communicating with him or her in that manner, provided that:

- (a) the request stated clearly what the effect of failure to respond would be;
- (b) when the request is sent to the Member, at least 12 Months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website;
- (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
- (d) the Company complies with the requirements of Articles 18.5 and

18.5 When sending information or a document via a website, the Company must notify each intended recipient of:

- (a) the presence of the document or information on the website;
- (b) the address of the website;
- (c) the place on the website where it may be accessed; and
- (d) how to access the document or information.

18.6 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:

- (a) in the case of notice of a general meeting, until after the general meeting has ended; and
- (b) in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to Article 18.5.

- 18.7 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (b) two Clear Days after being sent by first class post to the relevant address;
 - (c) three Clear Days after being sent by second class or overseas post to the relevant address;
 - (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 18.5);
 - (e) on being handed to the Member personally; or if earlier
 - (f) as soon as the Member acknowledges actual receipt.

18.8 Members may validly send any notice or document to the Company:

- (a) by post to:
 - (i) the Company's registered office; or
 - (ii) any other address specified by the Company for such purposes;
- (b) to any fax number or email address provided by the Company for such purposes.

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

19. GUARANTEE

19.1 The liability of the Members is limited.

19.2 Every Member promises, if the Company is dissolved while he or she remains a Member or within 12 Months afterwards, to pay up to ten pounds towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a Member.

20. INDEMNITY

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

21. RULES OR BYE-LAWS

- 21.1 Subject to Article 21.3, the Executive Committee may from time to time make such rules or Bye-laws as it may deem necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of Membership, and in particular but without prejudice to the generality of the above, it may by such rules or Bye-laws regulate:
- (a) the admission and classification of Members, and the rights and privileges of such Members, and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - (b) the conduct of Members in relation to one another, and to the Company's employees;
 - (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - (d) the procedure at general meetings and meetings of the Executive Committee and sub-committees in so far as such procedure is not regulated by these Articles;
 - (e) the conduct and method of accounting by branches of the Company; and
 - (f) generally all such matters as are commonly the subject matter of Company rules.
- 21.2 The Company in general meeting shall have power to alter or repeal the rules or Bye-laws and to make additions to them, and the Executive Committee shall adopt such means as it deems sufficient to bring to the notice of Members all such rules or Bye-laws, which so long as they shall be in force, shall be binding on all Members.
- 21.3 No rule or Bye-law shall be inconsistent with, or shall affect or repeal anything contained in these Articles.

22. DISSOLUTION

- 22.1 If the Company is dissolved, the assets (if any) remaining after provision has been made for all its liabilities shall not be paid to or distributed to the Members but must be applied in one or more of the following ways:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects, which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 5, such institution or institutions to be determined by the Members at or before the time of dissolution;
 - (b) directly for the Objects or charitable purposes within or similar to the Objects;

(c) in such other manner consistent with charitable status as the Commission approves in Writing in advance.

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

23. INTERPRETATION

23.1 In the Articles:

"Appointments Meeting"	means the Executive Committee Meeting held in accordance with Article 11.6;
"AGM"	means an annual general meeting of the Company;
"the Articles"	means these articles of association;
"Authenticated Document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Company (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Company has no reason to doubt the truth of that statement);
"Bye-laws"	means bye-laws made in accordance with Article 21;
"Chair"	means the Chair of the Executive Committee;
"the Company"	means the company governed by these Articles;
"the Charities Act"	means the Charities Act 2011;
"Charity Trustee"	has the meaning prescribed by section 177 of the Charities Act 2011;
"Clear Days"	means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"the Commission"	means the Charity Commission for England and Wales;
"the Companies Act"	means the Companies Acts 2006 to the extent that it is for the time being in force;

"Co-opted EC Member"	means a person co-opted by the Executive Committee on the basis of his or her expertise and/or experience in accordance with Article 11.15;
"EC Member"	means a member of the Executive Committee, being a director of the Company;
"EGM"	means an extraordinary general meeting of the Company;
"Elected EC Member"	means an EC Member appointed pursuant to Article 11.13;
"Executive Committee"	means the board of directors of the Company;
"Financial Expert"	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
"Lay EC Member"	means a person appointed by the Executive Committee in accordance with Article 11.17 who is not already a Member at the time of his or her appointment;
"Material Benefit"	means a benefit which may or may not be financial but which has a monetary value;
"Member" and "Membership"	refer to membership of the Company;
"Month"	means calendar month;
"the Objects"	means the Objects of the Company as defined in Article 3;
"Person Connected to an EC Member"	means (a) a child, parent, grandchild, grandparent, brother or sister of an EC Member, (b) the spouse or civil partner of an EC Member or anyone falling within paragraph (a), (c) a person carrying on business in partnership with an EC Member or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by an EC Member or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which an EC Member or any person within paragraphs (a) to (c) has a substantial interest (or in which two or

more such persons, taken together, have a substantial interest);

"Personal Interest"

does not include (a) an interest held only in a fiduciary capacity (e.g. as a trustee of another charity) or (b) an interest in purchasing trustee indemnity insurance;

"present"

does not, unless the context expressly provides, require a person to be physically present in person;

"Properly Incurred"

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

"Relevant Liability"

means a liability incurred by an EC Member (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he or she is convicted;
- (d) for defending civil proceedings in which judgment is given against him or her;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the EC Member towards the Company;

"Seal"

means the common seal of the Company;

"Secretary"

means any person appointed to perform the duties of the Secretary of the Company;

"Taxable Trading"

means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually

carrying out the Objects, and the profits of which are liable to tax;

"Written" or "in Writing"

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

"Year"

means calendar year.

23.2 Unless the context otherwise requires, words or expressions defined in the Acts have the same meaning in these Articles.

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