

Companies Act 2006
Company limited by guarantee and not having a share capital

Articles of Association

of

**The Environmental Association for
Universities and Colleges**

(as incorporated on 19 July 2004 and amended by Special Resolution dated 12 April 2011
[and \[date\]](#))

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES
Ref: 35604.000~~41~~

Articles of Association of The Environmental Association for Universities and Colleges

1 Interpretation

In these Articles:

1.1 "the Act"	means the Companies Act 2006
"AGM"	means an annual general meeting of the Company
"these Articles"	means these articles of association
"authorised representative"	means an individual who is authorised in writing by an educational member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary
"Board"	means the board of Trustees of the Company
"Branch"	has the meaning given in Article 14.2
"Branch Committee"	has the meaning given in Article 14.2
"Branch Convenor"	has the meaning given in Article 14.2
"Branch Trustee"	has the meaning given in Article 9.6
"Chairperson"	means the chairperson of the Board appointed under Article 11.3 or, where the context permits, the person chairing a general meeting or a meeting of the Board
"charity trustee"	has the meaning prescribed by section 97(1) <u>177</u> of the Charities Act 1993 <u>2011</u>
"clear day"	means 24 hours from midnight following the relevant event
"the Commission"	means the Charity Commission for England and Wales
"the Company"	means the company governed by these Articles
"EGM"	means an extraordinary general meeting of the Company
"Elected Trustee"	has the meaning given in Article 9.3
<u>"E-vote"</u>	<u>means a vote cast at a meeting of the Company or Board using suitable and accessible electronic means as agreed by the Board</u>
"material benefit"	means a benefit which may not be financial but 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 4
"Secretary"	means the secretary of the Company
"Trustee"	means a director of the Company and "Trustees" means all of the directors
"University or College"	mean any university, college or learning and skills sector provider
"written" or "in writing"	means written, printed or lithographed or partly one and partly another and other ways of showing and reproducing words in a visible form including by fax or email
"year"	means calendar year

1.2 Expressions defined in the Act have the same meaning.

1.3 For the avoidance of doubt the system of law governing these Articles is the law of England and Wales.

1.3.1.4 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.

1.5 None of the model articles in the Companies (Model Articles) Regulations 2008 apply to the Company.

1.6 [Throughout these Articles "charitable" means charitable in accordance with the law of England and Wales provided that it will not include any purpose that is not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and Section 2 of the Charities Act (Northern Ireland) 2008.]

2 Name

The name of the Company is The Environmental Association for Universities and Colleges.

3 Registered office

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

4 Objects

4.1 The objects of the Company are:

-
- (a) to promote sustainable development for the benefit of the public by the preservation, conservation and protection of the environment and the prudent use of natural resources, particularly by and in relation to Universities and Colleges;
 - (b) to advance the education of the public, and in particular those attending or working in Universities and Colleges, in all aspects of sustainable development and the preservation, conservation and protection of the environment; and
 - (c) to promote research into all aspects of sustainable development and the preservation, conservation and protection of the environment, particularly in relation to Universities and Colleges, provided that the useful results of such research are disseminated to the public.

4.2 In this Article 4 "sustainable development" means development that meets the needs of the present without comprising the ability of future generations to meet their own needs.

5 Powers

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

- 5.1 to promote or carry out research;
- 5.2 to provide advice;
- 5.3 to publish or distribute information in any form;
- 5.4 to co-operate with other bodies;
- 5.5 to support, administer or set up other charities;
- 5.6 to raise funds;
- 5.7 to borrow money and give security for loans ~~(but only in accordance with the restrictions imposed by the Charities Act 1993);~~
- 5.8 to acquire or hire property of any kind;
- ~~5.9 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);~~
- ~~5.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);~~
- 5.10 to make grants or loans of money and to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);
- 5.11 to set aside funds for special purposes or as reserves against future expenditure;
- 5.12 to deposit or invest funds in any manner (but to invest only after taking such advice as the Board considers is reasonably necessary from such person as is reasonably believed by the Board to be qualified to give it by his ability in and practical experience of financial and other relevant matters);
- 5.13 to delegate the management of investments to any person provided that:
 - (a) the investment policy is set out in writing by the Board;
 - (b) the performance of the investments is reviewed regularly with the Board;

-
- (c) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (d) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Board on receipt by the delegate; and
 - (e) the delegate must not do anything outside the powers of the Board;
- 5.14 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Board or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
- 5.15 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- ~~5.16~~ to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- ~~5.16~~~~5.17~~ to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- ~~5.17~~~~5.18~~ subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- ~~5.18~~~~5.19~~ to enter into contracts to provide services to or on behalf of other bodies;
- ~~5.19~~~~5.20~~ to establish or acquire subsidiary companies;
- ~~5.20~~~~5.21~~ to open and operate bank accounts and banking facilities;
- ~~5.21~~~~5.22~~ to solicit and accept donations, endowments, gifts, legacies and bequests of any assets;
- ~~5.22~~~~5.23~~ to hold exhibitions, seminars, conferences, lectures, tours and courses;
- ~~5.23~~~~5.24~~ to enter into any licence or sponsorship agreement; and
- ~~5.24~~~~5.25~~ to do anything else within the law which promotes or helps to promote the Objects.

6 Benefit to members and trustees

- 6.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company but
- (a) members who are not Trustees may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
 - (b) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Company; and
 - (c) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Company.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:

-
- (a) as mentioned in Articles 5.16, 6.1(b), 6.1(c), 6.3 or 6.4;
 - (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 (including the costs of a successful defence to criminal proceedings);
 - (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding;
 - (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance);
- 6.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) 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 goods or services are actually required by the Company;
 - (b) 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 11.9; and
 - (c) no more than one-half of the Trustees shall receive payment pursuant to this Article 6.3 and Article 6.4 in any financial year.
- 6.4 The chief executive officer of the Company may be a Trustee notwithstanding the fact that he/she receives remuneration and other benefits from the Company in respect of his/her role as chief executive officer provided that:-
- 6.4.1 the remuneration and other benefits received by him/her do not exceed an amount that is reasonable in all of the circumstances;
 - 6.4.2 he/she is absent from the part of any meeting at which there is a discussion concerning his/her employment or remuneration, his/her performance, any proposal to enter into any other contract or arrangement with him/her or to confer any benefit upon him/her and/or any other matter relating to a payment or the conferring of any benefit on him/her; and
 - 6.4.3 he/she does not vote on any such matters and is not counted when calculating whether a quorum of Trustees is present at the relevant meeting.
- 6.5 This clause may not be amended without the prior written consent of the Commission.

7 Membership

- 7.1 The Company must maintain a register of members.
- 7.2 Such persons and organisations as are admitted to membership in accordance with these Articles shall be the members of the Company.
- 7.3 The Board may establish different classes of membership and prescribe (and from time to time alter) their respective membership requirements, rights and obligations provided that the classes of membership as at the date of adoption of these Articles are:

Educational membership

- (a) Educational membership will be open to any University or College. Each educational member will be a member of the Company under the Act and entitled to attend and vote at general meetings of the Company and to such other rights as the Board may from time to time determine.

Associate membership

- (b) Associate membership will be open to any person or organisation (excluding any University or College). Associate members will not be members of the Company under the Act and will not be entitled to attend or vote at general meetings of the Company but will have such other rights (if any) as the Board may from time to time determine; and

Strategic partner membership

- (c) Strategic partner membership will be open to any person or organisation (excluding any University or College). Strategic partner members will not be members of the Company under the Act, will not be entitled to attend or vote at general meetings of the Company and will pay no subscriptions in respect of their membership but will have such other rights (if any) as the Board may from time to time determine.

The Board may from time to time and at its discretion introduce other non-voting categories of membership.

Admission of members

7.4 Any applicant for membership must:

- (a) apply to the Company in the form required by the Board;
- (b) comply with sustainability credentials as determined by the Board from time to time; and
- (c) be approved by the Board (who may delegate the power of approval as they think fit).

7.5 The subscriptions payable by members will be determined by the Board from time to time.

Termination of membership

7.57.6 Membership is terminated if the member concerned:

- (a) gives written notice of resignation to the Company; or
- (b) dies or (in the case of an organisation) ceases to exist; or
- (c) is 3 months in arrears in paying any subscription but in any such case the member may be reinstated on payment of the amount due; or
- (d) makes an arrangement or composition with his creditors or being a company goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up.

7.7 Membership of the Company is not transferable.

Liability of members

~~7.6~~7.8 The liability of the educational members is limited.

~~7.7~~7.9 Every educational member promises, if the Company is dissolved whilst it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company whilst the contributor was a member.

8 General meetings

8.1 General meetings may take place wholly or partially on a suitable electronic platform as agreed by the Board, provided that all those participating in the meeting are able to hear each other and participate. All those attending in accordance with this Article shall be considered present at the general meeting.

8.2 Educational members are entitled to attend general meetings by an authorised representative or by proxy. In these Articles attendance by an authorised representative or by proxy will be deemed to be personal attendance by the educational member by whom he or she is appointed.

8.3 General meetings are called on at least 14 clear days' written notice specifying

8.3.1 the time, date and place (or electronic platform) of the General Meeting

8.3.2 the business to be discussed;

8.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.

8.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

8.5 Notice of a general meeting must be given to all of the members, the Trustees and the Company's auditors (if any).

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

~~8.18~~8.7 Every Trustee shall have the right to attend and speak at general meetings but shall not be entitled to exercise a vote (save for where he or she is acting as an authorised representative or proxy for an educational member).

Quorum

8.8 There is a quorum at a general meeting if the number of educational members present through their authorised representatives or by proxy is at least one-tenth of all the educational members entitled to attend and vote at that meeting or 25 educational members (whichever is the lesser).

~~8.28~~8.9 Educational members participating in a general meeting through suitable electronic means in accordance with Article 8.1 shall be part of the quorum.

~~8.38~~8.10 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present the meeting will be adjourned to such other day and time as the Board may determine being not less than 7 nor more than 28 days thereafter. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the educational members present in person through their authorised representatives or by proxy shall be a quorum.

Chair

~~8.48~~8.11 The Chairperson or (if the Chairperson is unable or unwilling to do so) the Deputy Chairperson or (if both the Chairperson and Deputy Chairperson are

unable or unwilling to do so) some other member elected by those present shall preside as chair at a general meeting. The Chairperson may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chairperson shall determine.

Voting

8.12 A resolution put to the vote of a meeting will be decided on a show of hands or subject to Article 8.1, by e-vote accessible to all authorised representatives or their proxy and as agreed by the Board, unless before or upon the declaration of the result of the ~~vote show of hands~~ a poll is demanded by the Chairperson or by at least 5 educational members present in person through their authorised representatives or by proxy.

8.58.13 A poll may be carried out by manual or suitable electronic means accessible to all authorised representatives or their proxy and as agreed by the Board.

8.68.14 Unless a poll is duly demanded, a declaration by the Chairperson that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.78.15 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands or e-vote declared before the demand was made.

8.88.16 A poll shall be taken as the Chairperson directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

8.98.17 A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands or e-vote and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.

8.108.18 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

8.118.19 In the case of an equality of votes, whether on a show of hands or e-vote or on a poll, the Chairperson shall not be entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.

8.128.20 ~~On a show of hands~~ Where a resolution is put to the vote, every educational member present ~~in person at the meeting~~ through its authorised representative or proxy shall have one vote. On a poll every educational member present in person through its authorised representative or by proxy shall have one vote.

Proxies

8.138.21 An instrument appointing a proxy will be in writing, executed by or on behalf of the appointer and will be in the following form or in such other form as the Board may from time to time approve:

The Environmental Association for Universities and Colleges

*We [name] of [address] being an educational member of the Company hereby appoint the chairperson of the meeting */[proxy] of [address] as our proxy to vote in our name and on our behalf at the annual/extraordinary general meeting of the Company to be held on • and at any adjournment thereof.*

This form is to be used in respect of the resolutions mentioned below as follows:

*Resolution No 1 for/against**

*Resolution No 2 for/against**

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on •

** Notes*

- 1 If it is desired to appoint someone other than the chairperson as the proxy, delete the reference to the chairperson and insert the name and address of the proxy.*
- 2 If it is desired to appoint the proxy to vote for or against particular resolutions, please strike out the words "for" or "against" as appropriate.*

8.22 The instrument appointing a proxy and any authority under which it is executed may be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and any instrument or proxy which is not deposited or delivered in a manner so permitted shall be invalid.

8.23 No document appointing a proxy will be valid for more than 12 months.

8.24 A vote given or poll demanded by proxy is to be valid despite:-

8.24.1 the revocation of the proxy; or

8.24.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the registered office before the start of the general meeting or adjourned general meeting at which the proxy is used.

8.148.25 A proxy form will not be valid for any part of a general meeting at which the member who appointed the proxy is present.

Written resolutions

- ~~8.158.26~~ (a) A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the educational members (provided that those members would constitute a quorum at a general meeting) is as valid as if it had been passed at a general meeting provided that:
- (i) a copy of the proposed resolution has been sent to every educational member;
 - (ii) a simple majority (or in the case of a special resolution a majority of not less than 75%) of the educational members have signified their agreement to the resolution; and
 - (iii) such agreement is contained in an authenticated document that has been received at the registered office of the Company within the period of 28 days beginning with the circulation date.
- (b) A resolution under Article 8.16(a) may consist of several documents in similar form each approved by one or more educational members.

AGMs

~~8.168.27~~ The Company must hold an AGM in every year which all educational members are entitled to attend through their authorised representatives or by proxy.

~~8.178.28~~ At an AGM the educational members:

- (a) receive the accounts of the Company for the previous financial year;
- (b) receive the Board's report on the Company's activities since the previous AGM;
- (c) accept the retirement of those Trustees who wish to retire;
- (d) elect persons to be Trustees to fill the vacancies arising;
- (e) appoint auditors for the Company;
- (f) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company; and
- (g) discuss and determine any issues of policy or deal with any other business put before them.

EGMs

~~8.188.29~~ Any general meeting which is not an AGM is an EGM.

~~8.198.30~~ An EGM may be called at any time by the Board and must be called within 28 days on a written request from such percentage of the educational members as may from time to time be required by the Act.

9 The Trustees

- 9.1 The Trustees as charity trustees have control of the Company and its property and funds.
- 9.2 The Board ~~shall be composed of no fewer than four Trustees and~~ shall comprise a minimum of four and a maximum of nine Elected Trustees, such number of Branch Trustees as are entitled to act in accordance with Article 9.6 and the chief executive officer of the Company who shall serve as an ex-officio Trustee for so long as he or she is so employed.

Elected Trustees

- 9.3 The educational members will at each AGM appoint up to nine individuals to act as Elected Trustees provided that each such individual:
- (a) shall be recommended by the Board; or
 - (b) shall, not less than 7 nor more than 35 clear days before the date approved for the AGM at which his or her appointment is to be considered, be proposed for appointment in writing by one educational member (which cannot be an educational member with which the individual is connected) and be approved for appointment by the Board; and
 - (c) consents to act.
- 9.4 Each Elected Trustee shall hold office until the expiry of the fifth AGM after the AGM at which he or she is appointed. A retiring Elected Trustee (with the exception of an Elected Trustee appointed pursuant to Article 9.5) will not be eligible for re-appointment until the AGM after the AGM at which his term of office ends.
- 9.5 The Board shall have power at any time to appoint any person who is willing to act as Trustee, either to fill a vacancy or as an addition to the existing Board, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the AGM next following his appointment and shall then be eligible for re-election. If not re-elected at that AGM he or she shall vacate office at its conclusion.

Branch Trustees

- 9.6 The individual appointed as Branch Convenor of each Branch will (with the consent of the Board) be a Branch Trustee of the Company while he or she continues to hold office as Branch Convenor.

Vacation of office

- 9.7 A Trustee's term of office automatically terminates if he or she:
- (a) is prohibited by law or disqualified under the Charities Act ~~1993~~2011 from acting as a charity trustee;
 - (b) is in the reasonable opinion of the Board incapable, whether mentally or physically, of managing his or her own affairs;
 - (c) is absent from two consecutive meetings of the Board without the consent of the Board;
 - (d) is removed as a director pursuant to the Act;
 - (e) resigns by written notice to the Board (but only if at least four Trustees will remain in office);
 - (f) is, in the opinion of the Board, guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Trustees present and voting at a properly convened meeting that he or she should be removed provided that the Trustee concerned has first been given an opportunity to put his or her case and to justify why he or she should not be removed as a Trustee;

- (g) in the case of a Branch Trustee, ceases to be the Branch Convenor of the Branch by which he was so appointed;
- (h) becomes employed by the Company (save for the chief executive officer); or
- (i) being the chief executive officer of the Company ceases to be so employed.

9.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

10 Functions of the Board

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include (but are not limited to):-

- 10.1 defining and ensuring compliance with the values and objectives of the Company;
- 10.2 establishing policies and plans to achieve those objectives;
- 10.3 approving each year's budget and accounts before publication;
- 10.4 establishing and overseeing a framework of delegation of its powers to sub-committees and employees with proper systems of control;
- 10.5 monitoring the Company's performance in relation to its plans, budget controls and decisions;
- 10.6 appointing (and if necessary removing) senior employees;
- 10.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 10.8 ensuring that appropriate advice is taken on the items listed in Articles 10.1 to 10.7 and in particular on matters of legal compliance and financial viability.

The Board may determine its precise functions from time to time.

11 Proceedings of the Board

11.1 The Board must hold at least two meetings each year.

11.2 A quorum at a meeting of the Board is four Trustees or one-third of the total number of Trustees (whichever is the greater).

11.3A Trustee may be part of the quorum at a Board Meeting if they can communicate with the other participants and vote on the proceedings through telephone, video conferencing or other communications equipment.

11.211.4 The Board shall appoint one of their number to each of the following posts (and to such other posts as the Board may from time to time determine) for such period of time (not exceeding the appointee's term of office as Trustee) and with such responsibilities as the Board determines:

Chairperson

Deputy Chairperson

Treasurer

11.311.5 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all the other participants.

~~11.4~~11.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) the Deputy Chairperson or (if both the Chairperson and Deputy Chairperson are unable or unwilling to do so) some other Trustee chosen by the Board will preside as chair at each meeting.

~~11.5~~11.7 Every issue may be determined by a simple majority of the votes ~~or e-~~votes cast at a meeting but a written resolution signed by all of the Trustees 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).

~~11.6~~11.8 Except for the Chairperson of the meeting, who, in the case of an equality of votes, has a second or casting vote, every Trustee has one vote on each issue.

~~11.7~~11.9 A procedural defect of which the Board is unaware at the time does not invalidate decisions taken at a meeting of the Board.

~~11.8~~11.10 **Declaration of interests**

- (a) If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Trustees.
- (b) In accordance with the Act, the declaration may be made at a Board meeting or by written notice.
- (c) If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- (d) Any required declaration of interest must be made before the Company enters into the transaction or arrangement.
- (e) A declaration is not required in relation to an interest of which the Trustee is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being aware of matters of which he ought reasonably to be aware.
- (f) A Trustee need not declare an interest:-
 - (i) if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or
 - (ii) if, and to the extent that, the other Trustees are already aware of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

Authorisation of direct conflicts of interests

A Trustee may enter into a transaction with the Company only if and to the extent that such an arrangement is authorised by Article 5.

Authorisation of indirect conflicts of interest

- (a) Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:

-
- (i) The Trustee with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and
 - (ii) the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.
- (b) The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

12 Powers of the Board

12.1 The Board has the following powers in the administration of the Company:

- (a) to appoint (and remove) any person (who may, but need not, be a Trustee) to act as Secretary to the Company in accordance with the Act;
- (b) to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- (c) to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- (d) to make regulations consistent with these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- (e) to establish procedures to assist the resolution of disputes within the Company; and
- (f) to exercise any powers of the Company which are not reserved to a general meeting.

Sub-Committees

12.2 The Board may delegate to any sub-committee consisting of two or more trustees appointed by them any of their functions (including any powers or discretions) for such time and on such terms and conditions as it thinks fit provided that:

- (a) all proceedings of sub-committees must be reported promptly to the Board; and
- (b) every sub-committee must act in accordance with the terms and conditions on which any function is delegated to it but, subject to that, the proceedings of the sub-committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

Advisory boards

12.3 The Board may establish advisory boards comprising individuals who, in the opinion of the Board, have the relevant expertise and experience in dealing with issues affecting the Company provided that:

- (a) any advisory board will have none of the rights or powers exercisable by the Board or any sub-committee other than a power to advise the Board on any matter referred to it by the Board;

- (b) the members of the advisory board will have none of the responsibilities of company directors or charity trustees; and
- (c) every advisory board must act in accordance with any terms and conditions imposed by the Board but, subject to that, the proceedings of the advisory board will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

13 Functions of the Chairperson

The functions of the Chairperson are:-

- 13.1 to act as an ambassador for the Company;
- 13.2 to ensure that meetings of the Board and general meetings are conducted efficiently;
- 13.3 to give all Trustees an opportunity to express their views;
- 13.4 to establish a constructive working relationship with and to provide support for the employees;
- 13.5 where necessary (and in conjunction with the other Trustees) to ensure that, where the post of any senior employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
- 13.6 to encourage the Board to delegate sufficient authority to sub-committees to enable the business of the Company to be carried on effectively between Trustees' Meetings;
- 13.7 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee;
- 13.8 to be the line manager of the chief executive officer of the Company, including
 - a) defining the chief executive officer's role, through a written job description
 - b) overseeing the recruitment process for any new chief executive officer
 - c) deciding the level or remuneration for the post
 - d) facilitating the professional development and appraisal of the chief executive officer
 - e) if necessary, acting as the disciplinary body for matters concerning the chief executive officer.

Particular aspects of this function may be delegated to a sub-committee of the Board.

14 Branches

- 14.1 The Board may organise, amalgamate, sub-divide or close such Branches of the Company as they shall from time to time determine.
- 14.2 For the purposes of these Articles, a Branch will consist of the body of members of the Company within a particular country and each Branch shall be conducted in accordance with such by-laws as the Board may from time to time make, vary, suspend or revoke but which shall (unless otherwise determined by the Board) make provision for:
 - (a) what meetings of the Branch may be held and when;
 - (b) the period for which accounts for the Branch are to be prepared;

- (c) which officers (who shall be known collectively as the "Branch Committee") should be appointed to manage and administer the Branch and by whom they should be appointed;
- (d) an obligation on the Branch to account to the Company for all funds received and assets held;
- (e) the provision of reports on the activities of the Branch to the Company; and
- (f) the appointment of a Branch Convenor of the Branch who shall serve as chairperson of the Branch Committee and as a Branch Trustee on the Board.

14.3 Branches may be sub-divided into such regional groupings as the Board may from time to time determine. Regional groupings shall operate in accordance with such by-laws as the Board may from time to time make, vary, suspend or revoke.

15 Records & accounts

15.1 The Company must comply with the Act and the Trustees must comply with their obligations under the Charities Act 2011 in:-

15.1.1 preparing and filing an annual report and annual accounts and sending them to the Commission; and

15.1.2 filing a confirmation statement with the Registrar of Companies and an annual return the Commission.

15.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).

15.3 The annual Trustees' report and accounts must contain:-

15.3.1 revenue accounts and balance sheet for the last accounting period;

15.3.2 the auditor's report on those accounts (if applicable); and

15.3.3 the Board's report on the affairs of the Company.

15.4 The Board must keep proper records of :-

(a) all proceedings at general meetings;

(b) all proceedings at meetings of the Board;

(c) all reports of committees; and

(d) all professional advice obtained.

15.5 Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

15.6

~~15.3 The Board must comply with the requirements of the Act and of the Charities Act 1993 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.~~

~~15.4~~15.7 ~~The Board must keep proper records of :-~~

- ~~(a) — all proceedings at general meetings;~~
- ~~(b) — all proceedings at meetings of the Board;~~
- ~~(c) — all reports of committees; and~~
- ~~(d) — all professional advice obtained.~~

~~15.5~~15.8 ~~Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.~~

~~15.6 A copy of the Company's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.~~

16 Notices

16.1 Notices under these Articles may be delivered by hand, by post or by suitable electronic means.

16.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.

16.3 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 that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier;
- (e) as soon as the member acknowledges actual receipt.

16.4A notice may be served on the Company by delivering it or sending it to the Company's registered office.

16.5The Board may make standing orders to define other acceptable methods of delivering notices.

~~16.4~~16.6 A technical defect in the giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

17 Dissolution

17.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Board in the following ways:

-
- (a) by transfer to one or more other bodies established for exclusively charitable purposes which the Board in its absolute discretion considers are within, the same as or similar to the Objects; and (subject thereto)
 - (b) directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto)
 - (c) in such other manner consistent with charitable status as the Commission approve in writing in advance.

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