

**ARTICLES OF ASSOCIATION OF
CYCLISTS TOURING CLUB**

INTERPRETATION

1. In these Articles:

‘the Act’	means the Companies Act 2006
‘Charitable’	means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and part 1 of the Charities Act (Northern Ireland) 2008. For the avoidance of doubt, the system of law governing the constitution of the charity is the law of England and Wales
‘the Charities Act’	means the Charities Act 2011 including any statutory modification or re-enactment thereof for the time being in force
‘the Charity Commission’	means the Charity Commission for England and Wales or any body which replaces it
‘charity trustee’	has the meaning prescribed by section 117 of the Charities Act 2011
‘Chief Executive’	means the person appointed as Chief Executive of the Company under Article 22
‘the Charity’	means the company governed by these Articles known as Cyclists Touring Club

'the Magazine'	means the official publication of the Charity to which all Members are entitled
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity
'Connected Person'	means, in relation to a Trustee, a person with whom that Trustee shares a common interest such that he/she the Trustee may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights
'Co-Opted Trustee'	means a Trustee appointed under Article 17
'cycling'	includes bicycling, tricycling or the use of any similar vehicle.
'Elected Trustee'	means a Trustee appointed under Article 16
'electronic means'	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘hybrid meeting’	means a general meeting which is held at both a physical location and by electronic means, providing Members with the option to attend the meeting either in person or virtually
‘Member’ and ‘Membership’	refer to Company Membership of the Charity
‘month’	means a calendar month
‘the Objects’	means the objects of the Charity as defined in Article 4
‘the Secretary’	means any person appointed to perform the duties of a company secretary of the Charity
‘Senior Independent Trustee’	means a Trustee appointed to provide a sounding board for the Chair, to serve as an intermediary for the other Trustees when necessary, and to be available to Members if they have concerns which contact through the normal channels of Chairperson or chief executive has failed to resolve or for which such contact is inappropriate.
‘taxable trading’	means carrying on a trade or business in such a manner or on such a scale that some or all of the profits are subject to corporation tax
‘Trustee’	means a director of the Charity, each of whom is also a charity trustee, and “Trustees” means the members for the time being of the board of directors of the Charity
‘the United Kingdom’	means Great Britain and Northern Ireland

‘virtually’	means participation in a meeting by electronic means which allow a Member to hear the proceedings, speak and be heard at the meeting, and participat e ^{ing} in the business for which the meeting has been convened
‘virtual meeting’	means a general meeting which is held exclusively by electronic means without a corresponding physical, in person meeting
‘year’	means a calendar year.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including also references to printing, email and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Charity.

References to the singular include the plural and vice-versa. ~~and to the masculine include the feminine and neuter and vice-versa~~

2. **NAME**

The name of the Charity (hereinafter called “the Charity”) is “CYCLISTS’ TOURING CLUB”.

3. **REGISTERED OFFICE**

The registered office of the Charity will be situated in England.

4. OBJECTS

The Objects of the Charity are to:

- 4.1 promote community participation in healthy recreation by promoting the amateur sport of cycling, cycle touring and associated amateur sports;
- 4.2 preserve and protect the health and safety of the public by encouraging and facilitating cycling and the safety of cyclists;
- 4.3 advance education by whatever means the trustees think fit, including the provision of cycling, training and educational activities related to cycling;
and
- 4.4 promote the conservation and protection of the environment.

5. POWERS

- 5.1 In furtherance of the Objects but not further or otherwise the Charity may:
 - (a) buy or otherwise acquire buildings or land or any estate or interest therein;
 - (b) sell, let on lease or temporary exchange, mortgage or otherwise dispose of any buildings or land or any estate or interest therein;
 - (c) repair, renovate, restore, build and generally maintain and develop any buildings or land;
 - (d) buy, hire, lease or otherwise acquire furniture and other equipment and sell, lend, lease or otherwise dispose of any such furniture or equipment;
 - (e) print, publish, translate, sell, lend and distribute such books, pamphlets, treatises and other literature and information as the Charity may deem fit either alone or with others;

- (f) appeal for and raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Charity and enter into any unlimited indemnity as may be required by the Charity's bankers in connection with any direct debiting scheme established for the purpose of collecting such subscriptions or other regular contributions and invite and accept gifts of all sorts and whether inter vivos or by will and whether or not subject to conditions not inconsistent with the Objects and carry out any such condition imposed on any gift which may be accepted Provided that the Charity shall not undertake any taxable trading activities in raising funds for the Objects;
- (g) undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and which shall further these Objects;
- (h) borrow or raise money for the Objects on such terms (with any necessary consents) and on such security as may be thought necessary and whether by the creation and issue of debentures or debenture stock or otherwise;
- (i) draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and operate bank accounts;
- (j) invest the monies of the Charity not immediately required for its purposes in or upon any investments, securities or property as may be thought necessary, but so that monies subject to or representing property subject to the jurisdiction of the Charity Commission shall only be invested in such securities and which such sanction (if any) as may for the time being be prescribed by law;
- (k) employ and pay any person or persons to supervise, organise or carry on the work of and to advise the Charity;

- (l) engage either on its own behalf or with others in research or fact finding exercises and to publish the results thereof or secure such publication by others in any manner thought fit in order to further the Objects;
- (m) make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows, widowers and other dependants;
- (n) amalgamate with and purchase the whole or any part which may lawfully be acquired of the property and assets of any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of the Charity;
- (o) encourage the formation of local bodies of cyclists and facilitate their becoming affiliated to the Charity;
- (p) provide advice and technical assistance to other bodies engaged in the provision of facilities to the public for cycling;
- (q) promote cycling competitions, rallies, rides, cycle tours and other events both at home and abroad and to make or facilitate in the making of appropriate arrangements for such participants;
- (r) promote and increase the appreciation of the countryside and places of public interest, to establish and protect access to such places by cycle and on foot and to preserve and improve amenities;
- (s) educate or facilitate the education of the public in road usage, road safety and in particular the safety of cyclists, and the promotion of any plans, measures, schemes or proposals designed to that end;

- (t) provide legal assistance for the riders of bicycles, tricycles and other similar vehicles in the enforcement of their rights to use public roads and public rights of way;
- (u) cater for the needs of cyclists by collecting and furnishing information for the planning and conduct of cycling tours and other events, publishing and supplying books and other forms of media, routes, guides, brochures, accommodation lists, maps, badges and emblems and by arranging for insurance and any necessary documentation;
- (v) produce, print and publish anything in any media;
- (w) provide or procure the provision of services, education, training, consultancy, advice, support, guidance, grants, awards or materials in kind;
- (x) promote and advertise the Charity's activities and seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government, local authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
- (y) co-operate and enter into any arrangements with any governments, authorities or any person, company or association; **and**
- (z) do anything else within the law which promotes or helps to promote the Objects.

6. APPLICATION OF FUNDS

- 6.1 The income and property of the Charity, whencesoever derived, shall be applied solely towards the promotion of the Objects of the Charity as set forth in these Articles of Association, and no portion thereof shall be paid

or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Charity PROVIDED that:

- 6.1.1 Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 6.1.2 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 6.1.3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 6.1.4 Members (including Trustees) who are beneficiaries of the Charity may receive charitable benefits from the Charity in that capacity.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 6.2.1 the benefit of indemnity insurance as permitted by the Charities Act;
 - 6.2.2 as mentioned in ~~a~~Articles 6.1.2 (interest), 6.1.3 (rent), 6.1.4 (charitable benefits) or 6.3 (contractual payments);
 - 6.2.3 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 6.2.5 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
 - 6.2.6 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 6.3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- 6.3.1 the goods or services are actually required by the Charity;

6.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in ~~a~~Article 6.4; and

6.3.3 no more than one third of the Trustees are interested in such a contract in any financial year.

6.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of Charity or a committee, ~~he or she~~ the Trustee must:

6.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

6.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

6.4.3 not be counted in the quorum for that part of the meeting; and

6.4.4 be absent during the vote and have no vote on the matter.

6.5 Subject to Clause 6.6 any Trustee who becomes a Conflicted Trustee in relation to any matter must:

(a) declare the nature and extent of ~~his or her~~ their interest before discussion begins on the matter;

(b) withdraw from the meeting for that item after providing any information requested by the Trustees;

(c) not be counted in the quorum for that part of the meeting; and

(d) be absent during the vote and have no vote on the matter.

6.6 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee; to

(a) continue to participate in discussions leading to the making of a decision and/or to vote; or

- (b) disclose to a third party information confidential to the Charity; or
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
- (d) refrain from taking any step required to remove the conflict.

6.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Charity Commission.

7. LIABILITY OF MEMBERS

7.1 The liability of the Members is limited.

7.2 Every Member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while ~~he is~~ **they are** a Member or within one year after ~~he ceases~~ **they cease** to be a Member for payment of the debts and liabilities of the Charity contracted before ~~he~~ **they** ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

8. WINDING UP

If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members of the Charity but shall, after due provision has been made for the continuance of any pensions or allowances to retired employees of the Charity in accordance with any pension scheme for the time being in force at the date of liquidation, be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 6, such institution or institutions to be

determined by the Members of the Charity at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable object as the Members of the Charity shall decide with the prior written approval of the Charity Commission.

9. ALTERATION

No alteration or addition shall be made to Article 4, ~~6~~ or Article 8 of these Articles of Association ~~without the prior consent in writing of the Charity Commission.~~
except in accordance with section 198 of the Charities Act.

10. MEMBERS

10.1 The Charity must maintain a register of Members.

10.2 Membership is open to any person interested in furthering the Objects and approved by the Trustees.

10.3 The board of Trustees may, in its absolute discretion, decline to admit any person as a Member.

10.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

10.5 Membership is not transferable.

10.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed as “members”) and set out their respective rights and obligations ~~(including payment of Membership Fees save that such fees may not be imposed until approved by the members)~~ **(including payment of membership fee).**

10.7 A person shall cease to be a Member:

- 10.7.1 on delivering written notice of resignation to the Charity; or
- 10.7.2 if the Trustees resolve to terminate ~~his~~ **their** membership provided that ~~he~~ **they** shall have had reasonable opportunity to explain to the Trustees why ~~he~~ **they** should not be removed.

11. MEMBERSHIP FEES

The Charity may require Members to pay reasonable Membership fees to the Charity. ~~The Membership fee for each class of Member may not be changed without the approval of the Members in general meeting.~~

12. GENERAL MEETINGS

- 12.1 General meetings may be held in person, as a virtual meeting, or as a hybrid meeting, as may be determined by the board of Trustees. The board of Trustees may make whatever arrangements it consider fit to allow those entitled to do so to attend and participate in any general meeting (but shall be under no obligation to provide facilities for a virtual or hybrid meeting).
- 12.2 Members are entitled to attend and participate in general meetings (whether in person, virtual or hybrid) in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 12.3 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution. If the board of Trustees determines that a general meeting shall be held as a hybrid meeting or a virtual meeting, the notice shall:
- 12.3.1 include a statement to that effect;
 - 12.3.2 specify the means of attendance and participation at the meeting and any access, identification and security arrangements; and

- 12.3.3 state how it is proposed that persons attending or participating in the meeting should communicate with other attendees during the meeting.
- 12.4 There is a quorum at a general meeting if the number of Members present in person or (where the board of Trustees has determined that the meeting shall be held as a hybrid or virtual meeting) virtually is at least 25 Members. Members participating by proxy shall be counted towards the quorum.
- 12.5 The Chair for the time being is to Chair general meetings. If the Chair is not present within 15 minutes from the time of the general meeting or is unwilling to act then the Trustees must choose one of their number to chair the general meeting.
- 12.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution. The default method of voting at a virtual or hybrid meeting will be a poll.
- 12.7 Subject to Article 12.8, every Member present in person or (where the board of Trustees has determined that the meeting shall be held as a hybrid or virtual meeting) virtually has one vote on each issue, save where a Member is acting as a proxy in which case ~~he or she~~ **the Member** may cast as many votes for and against the resolution as ~~his or her~~ **the Member's** proxy instructions allow.
- 12.8 If there is an equality of votes then the chair of the general meeting is entitled to a second or casting vote.
- 12.9 If the meeting is held as a hybrid or virtual meeting and the electronic means being used to host the meeting experiences technical issues, the chair may adjourn the meeting.
- 12.10 **The chair of the general meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn**

the meeting. The chair of the meeting must decide the date, time and place at which the meeting is to be reconvened, unless these details are specified in a resolution.

12.11 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

12.12 If a meeting is adjourned for 14 days or more, notice of the adjourned meeting must be given as for the original meeting.

12.13 Except where otherwise provided by the Articles or the Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

12.14 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

12.15 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution. Where a general meeting is held as a hybrid or virtual meeting, any inability of a person to attend or participate in the meeting by electronic means shall not invalidate the proceedings of that meeting.

13. **APPOINTMENT OF PROXY**

13.1 Proxies may only be validly appointed by a notice in writing that:

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

- 13.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 13.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
 - 13.1.4 is delivered to the Charity in accordance with Article 25; and
 - 13.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 13.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 13.3 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.
- 13.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 13.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting; and
 - 13.4.2 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.
- 13.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 25, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.
- 13.6 A person who is entitled to attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 13.7 Proxy appointments remain valid for an adjourned meeting.

~~13. POLLS OF THE MEMBERS~~

~~13.1 Any question may at any time be submitted by order of the board of Trustees or by resolution of the Members to a poll of the Members, in such manner and at such time as the Trustees or the General Meeting may direct. A poll may be conducted by electronic means.~~

~~13.2 A poll of the Members shall be taken if either one third of the Trustees or 400 Members of the Charity shall within three months of the passing of a resolution in a meeting of the Trustees or a general meeting (a 'Contested Resolution') lodge with the Secretary a petition in writing signed by the petitioning Members:~~

~~13.2.1 protesting against such resolution, and~~

~~13.2.2 asking that a poll of the Members be conducted~~

~~(a 'Petition').~~

~~13.3 Upon receipt of the Petition the Secretary shall publish in the next issue but one of the Magazine to be distributed after the Petition was received by the Secretary:~~

~~13.3.1 full details of the Petition and the means by which Members may vote on the resulting poll, and~~

~~13.3.2 the date (not being less than 28 days after the date of publication) when all votes must be received.~~

~~When voting has closed, the votes shall be counted and the Contested Resolution confirmed or rescinded in accordance with the majority of votes cast. If the voting be equally divided the Contested Resolution shall be confirmed.~~

~~13.4 Any action taken upon a Contested Resolution before a petition is properly lodged under article 13.2 shall be valid.~~

~~13.5 All lawful decisions arrived at by a poll of the Members shall bind the Charity and the Trustees for six months.~~

~~13.6 If the Trustees reasonably conclude that a Petition is not lodged in good faith or is designed to achieve aims other than the best interests of the Charity, the Trustees may require the petitioning Members to bear the reasonable costs properly incurred by the Charity in conducting the poll and implementing the result.~~

14. APPOINTMENT OF TRUSTEES

14.1 The Trustees shall comprise up to twelve people, including:

- (a) at least ~~nine~~ **eight** Elected Trustees elected under Article 16, **subject to Article 17.1.1 and to any interim vacancies in their number that may reduce their number below eight; and**
- (b) Co-opted Trustees appointed under Article 17.1.2.

14.2 A person shall not be appointed as a Trustee:-

- (a) unless he is 16 or over; or
- (b) if he would immediately cease to hold office under the Articles.

14.3 On or before the appointment of a person as a Trustee the person must confirm his consent to be appointed as a Trustee in whatever format the Trustees may require and provide the information necessary to register the person online at Companies House as a director. The appointment of any person as a Trustee, who has not complied with the requirements of this Article 14.3 within one month of appointment, is to lapse unless the Trustees resolve that there is good cause for the delay.

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

15. HONORARY OFFICERS

15.1 The Trustees may from time to time appoint any Trustee to the office of Chair, Vice-Chair or such other offices as they deem appropriate.

16. ELECTED TRUSTEES

16.1 Subject to Articles 14.1 and 14.3 (~~confirmation of consent and eligibility~~), the Members shall be entitled to elect ~~at least nine persons~~ as Elected Trustees from amongst their number ~~so that at least eight persons hold the position of Elected Trustee at any time~~. The Trustees shall determine the procedure for election to the office of Elected Trustee ~~and any minimum period of time that a candidate must have been a Member before standing for office as an Elected Trustee~~.

16.2 The term of office for an Elected Trustee shall be as near as possible to three years from the date of his appointment.

16.3 An Elected Trustee may be elected for three consecutive terms of three years but thereafter may not serve for one term (three years) after which s/he may be re-elected for a future term or terms.

17. CO-OPTED TRUSTEES

17.1 Subject to Article ~~13~~14, the Trustees may appoint:

17.1.1 ~~persons to fill casual vacancies for an Elected Trustee and any such person shall serve as a Trustee until the end of the term remaining for that vacancy or, if shorter, for the period until an election may be procured~~ ~~persons to fill interim vacancies within the number of Elected Trustees (for example, where an Elected Trustee ceases to hold office before the expiry of their term of office) and any such person shall be deemed an Elected Trustee until the end of the term remaining for that Elected Trustee or, if shorter, for the period until an election may be procured; and~~

17.1.2 ~~up to three persons chosen to fill gaps in the skills, knowledge and experience of the board of Trustees provided that each such co-opted Trustee may only serve for a period of one year and may be re-appointed annually by the Board up to a maximum term of nine years, after which they may not be co-opted again for a period of three years. In exceptional circumstances, the Board may appoint as a Co-opted~~

~~Trustee a Trustee who is retiring as an Elected Trustee for up to a maximum term of one year in addition to any term of office served as an Elected Trustee.~~ up to four persons chosen to fill gaps in the skills, knowledge and experience of the Board of Trustees provided that each such co-opted Trustee may be appointed for a term of office of up to three years (and in the event no term of office is specified in the resolution then the term of office on appointment or re-appointment shall be three years) and may be re-appointed by the Board for up to two further terms of office of up to three years up to a maximum consecutive term of nine years, after which they may not be co-opted again for a period of three years. In exceptional circumstances, the Board may appoint as a Co-opted Trustee a Trustee who is retiring as an Elected Trustee for up to a maximum term of one year in addition to any term of office served as an Elected Trustee.

18. SENIOR INDEPENDENT TRUSTEE

18.1 The Vice-Chair in office from time to time shall act as the Senior Independent Trustee, unless the Vice-Chair is unable or unwilling to serve as the Senior Independent Trustee or the Trustees resolve that a different Trustee be appointed as the Senior Independent Trustee.

19. RETIREMENT OR REMOVAL OF TRUSTEES

19.1 A Trustee shall cease to hold office if ~~he or she~~ **the Trustee**:-

- (a) ceases to be a Member;
- (b) ceases to be a director under the Act or is prohibited by law from being a director or ~~he~~ is disqualified under the Charities Act from acting as a charity trustee;
- (c) is incapable, whether mentally or physically, of managing ~~his~~ **their** own affairs;
- (d) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

- (e) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
- (f) is removed by the Members at a general meeting under the Companies Act;
- (g) is removed by a resolution of the Trustees on the grounds that, in the Trustees' reasonable opinion, ~~his or her~~ the conduct of the **Trustee concerned** has been harmful to the Charity and removal from office is in the best interests of the Charity (and the Trustees may only pass such a resolution after notifying ~~him or her~~ the **Trustee concerned** in writing and considering the matter in light of any written representations that the ~~he or she~~ **Member** puts forward within 14 clear days after receiving notice);
- (h) the **Trustee concerned** has not confirmed ~~his~~ **their** consent to be appointed as Trustee in whatever form the Trustees may require within one month of the **Trustee concerned** ~~his~~ appointment and the Trustees resolve that the **Trustee concerned** be removed; or
- (i) ~~his~~ the term of office of the **Trustee concerned** comes to an end and ~~he~~ **they** ~~is~~ **are** not re-appointed.

20. TRUSTEES' PROCEEDINGS

20.1 The Trustees must meet as often as may be required for the transaction of the Charity's business and hold at least four meetings each year.

20.2 A quorum at a meeting of the Trustees is five Trustees.

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

20.4 The Trustees shall appoint a Chairperson to chair Trustees' meetings. The Vice-Chair shall take the chair if the Chairperson is unable or unwilling to do so and failing that some other Trustee chosen by the Trustees present shall preside at a Trustees' meeting.

20.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

20.6 Every Trustee has one vote on each issue but, in case of equality of votes, the Chairperson of the meeting has a second or casting vote.

20.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

21. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

21.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Act;

21.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;

21.3 to make rules consistent with ~~the Memorandum~~, the Articles and the Act to govern proceedings at general meetings;

21.4 to make rules consistent with ~~the Memorandum~~, the Articles and the Act to govern their proceedings and proceedings of committees;

21.5 to make regulations consistent with ~~the Memorandum~~, the Articles and the Act to govern the administration of the Charity;

21.6 to establish procedures to assist the resolution of disputes or differences within the Charity; and

21.7 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members.

22. THE CHIEF EXECUTIVE

22.1 The Trustees may from time to time appoint any person to the office of Chief Executive for such period and on such terms (subject to the provisions of Article 6) as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment.

22.2 The Chief Executive need not be a Member and shall not upon appointment as Chief Executive be entitled to be a Trustee.

23. INDEMNITIES FOR OFFICERS AND EMPLOYEES

23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee, Chairperson, Vice-Chair, Chief Executive, agent, auditor, Secretary and or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by ~~him~~ **them** in defending any proceedings, whether civil or criminal, in which judgement is given in ~~his~~ **their** favour or in which ~~he is~~ **they are** acquitted or in connection with any application in which relief is granted to ~~him~~ **them** by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

23.2 The Trustees may arrange for the Charity to provide indemnity insurance to cover the liability of the Trustees:

23.2.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Charity; **and**

23.2.2 to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986.

23.3 Any indemnity insurance arranged in accordance with ~~a~~Articles or 23.2 23.2 shall not extend to:

- (a) any liability resulting from conduct which the Trustee knew, or must be assumed to have known, was not in the best interests of the Charity, or which the Trustees did not care whether it was in the best interests of the Charity or not;
- (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees; or
- (c) any liability to pay a fine.

23.4 Any insurance in the case of 23.3(c) shall not extend to any liability to make such a contribution where the basis of the Trustees' liability is ~~his~~ their knowledge prior to the insolvent liquidation of that Charity (or reckless failure to acquire that knowledge) that there was not reasonable prospect that the Charity would avoid going into insolvent liquidation.

24. RECORDS AND ACCOUNTS

24.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of information required by law including:

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

24.2 The Trustees must also keep records of:

- (a) all proceedings at meetings of the Trustees;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

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

24.4 A copy of the Charity's Articles of Association and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

25. COMMUNICATIONS

25.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post;
- (c) by suitable electronic means; or

through publication in the Charity's newsletter or on the Charity's website.

25.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

25.3 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 posted on the Charity's website 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) immediately on being handed to the recipient personally;
or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

25.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.