The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Company Number 4145775

ARTICLES OF ASSOCIATION
OF
UKSG

Incorporated the 23rd day of January 2001

Articles of Association adopted
by special resolution passed at an Annual General Meeting on 13 April 2010 and
by special resolution passed at an Annual General Meeting on 9 April 2013
ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF UKSG

1 NAME

The company's name is UKSG (and in this document it is called the "Company").

2 INTERPRETATION

2.1 In the Articles unless the context indicates another meaning:

"Address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;

"the Articles" means the Company's articles of association;

"the Company" means the company intended to be regulated by the Articles;

"clear days" in relation to the period of a notice means a 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 (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Company;

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

"the Committee Members" means the directors of the Company. The Committee Members are charity trustees as defined by section 97 of the Charities Act 1993;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"the Elected Members" means those Committee Members elected by the members in accordance with Article 18.4.

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;
"the Memorandum" means the Company's memorandum of association;

"Objects" means the charitable objects of the Company set out in Article 4;

"the Seal" means the common Seal of the Company if it has one;

"the United Kingdom" means Great Britain and Northern Ireland; and

2.2 words incorporating one gender shall include all genders, and the singular includes the plural and vice versa.

2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Act but excluding any statutory modification not in force when this constitution becomes binding on the Company.

2.4 Apart from the exception mentioned in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3 LIABILITY OF MEMBERS

3.1 The liability of the members is limited.

3.2 Every member of the Company promises, if the Company is dissolved while he or she or it is a member or within twelve months after he or she or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Company incurred before he or she or it ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

4 OBJECTS

The objects for which the Company is established are the advancement of education in the art and science of librarianship and data recall with particular reference to the management and classification of serials and similar periodicals, both nationally and internationally, and the conduct of research into the said subject, and to publish the useful results of such research.

5 POWERS

5.1 In furtherance of the Objects but not further or otherwise the Company shall have the following powers:

5.1.1 To hold seminars and conferences.

5.1.2 To publish journals.

5.1.3 To carry such other activities as will achieve the Objects of the Company.

5.1.4 To borrow money and to charge the whole or any part of the property belonging to the Company, or to issue debentures, debenture stock and other securities whether
outright or as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land.

5.1.5 To raise funds and to invite and receive contributions from any person or persons whosoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit provided also that the Company shall not undertake any substantial permanent trading activities in raising funds for the objects of the Company and must comply with any relevant statutory regulations.

5.1.6 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.

5.1.7 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Committee Members consider necessary and having regard to the suitability of investments and the need for diversification).

5.1.8 To delegate the management of investments to a financial expert, but only on terms that:

(a) The investment policy is set down in writing for the financial expert by the Committee Members;

(b) Timely reports of all transactions are provided to the Committee Members;

(c) The performance of the investments is reviewed regularly with the Committee Members;

(d) The Committee Members are entitled to cancel the delegation arrangement at any time;

(e) The investment policy and the delegation arrangements are reviewed at least once a year;

(f) All payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Committee Members on receipt; and

(g) The financial expert must not do anything outside the powers of the Company.

5.1.9 To arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Committee Members or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required.
5.1.10 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.

5.1.11 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any right or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of the Objects.

5.1.12 Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of the Objects.

5.1.13 To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

5.1.14 To employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Committee Member only to the extent it is permitted to do so by Article 6 and provided it complies with the conditions in that Article.

5.1.15 To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them.

5.1.16 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

5.1.17 To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for the purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to the Objects and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Article 6 below and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company or any such charitable institution, society or body.

5.1.18 To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the Objects.

5.1.19 To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which the Company is authorised to amalgamate.

5.1.20 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
5.1.21 To provide indemnity insurance to cover the liability of the Committee Members (or any of them) 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 Company, provided that such insurance shall not extend to any claim arising from any act or omission which the Committee Members (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Committee Members Trustees (or any of them) in reckless disregard or whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Committee Members in their capacity as Committee Members of the Company.

6 APPLICATION OF INCOME AND PROPERTY

6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects 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 members of the Company, and no Committee Member shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

6.1.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Committee Member) for any services rendered to the Company;

6.1.2 of interest on money lent by any member of the Company or by any Committee Member at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Committee Members, or 3 per cent, whichever is the greater;

6.1.3 of reasonable and proper rent for premises demised or let by any member of the Company or by any Committee Member;

6.1.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Committee Member may also be a member holding not more than 1/100th part of the capital of that company;

6.1.5 to any Committee Member of reasonable and proper out-of-pocket expenses; and

6.1.6 of any premium in respect of any indemnity insurance to cover the liability of the Committee Members (or any of them) 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 Company; Provided that any such insurance shall not extend to any claim arising from any act or omission which the Committee Members (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Committee Members (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any
unsuccessful defence to a criminal prosecution brought against members of the Committee Members in their capacity as directors of the Company.

7 **MEMBERS**

7.1 Membership is open to either individuals or organisations who:

7.1.1 being individuals are over the age of 18;

7.1.2 apply to the Company in the form required by the Committee Members; and

7.1.3 are approved by the Committee Members.

7.2 The Committee Members:

7.2.1 may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.

7.2.2 must inform the applicant in writing of the reasons for the refusal within 21 days of the decision.

7.2.3 must consider any written representations the applicant may make about the decision. The Committee Members’ decision following any written representations must be notified to the applicant in writing but shall be final.

7.3 Membership is not transferable.

7.4 The Committee Members must keep a register of names and addresses of the members.

7.5 Every individual member or authorised representative of a member organisation of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.

8 **TERMINATION OF MEMBERSHIP**

8.1 Membership is terminated if:

8.1.1 the member dies or, if it is an organisation, ceases to exist;

8.1.2 the member resigns by written notice to the Company unless, after the resignation, there would be less than three members;

8.1.3 any sum due from the member to the Company is not paid in full within six months of it falling due;

8.1.4 the member is removed from membership by a resolution of the Committee Members that it is in the best interests of the Company that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
(a) the member has been given at least 21 days’ notice in writing of the meeting of the Committee Members at which the resolution will be proposed and the reasons why it is to be proposed;

(b) the member or, at the option of the member, the member’s representative (who need not be a member of the Company) has been allowed to make representations to the meeting; and

(c) the number of members left is not less than three.

9 GENERAL MEETINGS

9.1 An annual general meeting must be held in each year and not more than 15 months may elapse between successive annual general meetings.

9.2 The Committee Members may call a general meeting at any time.

10 NOTICE OF GENERAL MEETINGS

10.1 The minimum period of notice required to hold a general meeting of the Company is at least 14 clear days.

10.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.

10.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 12.

10.4 The notice must be given to all the members and to the Committee Members and auditors.

10.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 No business shall be transacted at any general meeting unless a quorum is present.

11.2 A quorum is one-twentieth of the membership present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

11.3 The authorised representative of a member organisation shall be counted in the quorum.

11.4 11.4.1 If:

(a) a quorum is not present within half an hour from the time appointed for the meeting; or
(b) during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the person chairing the meeting shall determine.

11.4.2 The person chairing the meeting must reconvene the meeting and must give at least seven clear days’ notice of the reconvened meeting stating the date, time and place of the meeting.

11.4.3 If no quorum is present at the reconvened meeting within 15 minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

11.5 11.5.1 General meetings shall be chaired by the person who has been appointed to chair meetings of the Committee Members.

11.5.2 If there is no such person or he or she is not present within 15 minutes of the time appointed for the meeting a Committee Member nominated by the Committee Members shall chair the meeting.

11.5.3 If there is only one Committee Member present and willing to act, he or she shall chair the meeting.

11.5.4 If no Committee Member is present and willing to chair the meeting within 15 minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

11.6 11.6.1 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

11.6.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

11.6.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

11.6.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days’ notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

11.7 11.7.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

(a) by the person chairing the meeting; or

(b) by at least two members present in person or by proxy and having the right to vote at the meeting; or
by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

11.7.2 (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.

(b) The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.

11.7.3 (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.

(b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

11.7.4 (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.

(b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

11.7.5 (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.

(b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.

(c) The poll must be taken within thirty days after it has been demanded.

(d) If the poll is not taken immediately at least seven clear days’ notice shall be given specifying the time and place at which the poll is to be taken.

(e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

12 CONTENT OF PROXY NOTICES

12.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which

12.1.1 states the name and address of the member appointing the proxy;

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

12.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Committee Members may determine; and
12.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

12.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

12.3 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.

12.4 Unless a proxy notice indicates otherwise, it must be treated as –

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

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

13 Delivery of proxy notices

13.1 A person who is entitled to attend, speak 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 Company by or on behalf of that person.

13.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

13.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

13.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

14 Written resolutions

14.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

14.1.1 a copy of the proposed resolution has been sent to every eligible member;

14.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

14.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

14.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
14.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

15 VOTES OF MEMBERS

15.1 Every member, whether an individual or an organisation, shall have one vote with the exception of the person chairing the meeting who shall be entitled to a second or casting vote.

15.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

15.3 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll vote, by his or her committee, receiver, curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by that court and any such committee, receiver, curator bonis or other person may vote by proxy.

15.4 15.4.1 Any organisation that is a member of the Company may nominate any person to act as its representative at any meeting of the Company.

15.4.2 The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company.

15.4.3 Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

16 REPRESENTATIVE OF ORGANISATION

16.1 Any organisation which is a member of the Company may authorise such persons as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company.

17 HONORARY OFFICERS

17.1 The Chair, the Treasurer and the Honorary Secretary shall all be Honorary Officers of the Company.

17.2 The Honorary Officers shall be appointed at the annual general meeting from persons proposed and seconded by the members in accordance with Article 21.2 and shall hold office for one year but shall then be eligible for re-appointment provided that they shall not have served for more than three consecutive years.
17.3 If there is more than one person proposed for a position of a Honorary Officer, the Honorary Officer shall be elected by the members in accordance with byelaws adopted by the Committee Members from time to time.

18 COMMITTEE MEMBERS

18.1 A Committee Member must be a natural person aged 18 years or older.

18.1.2 No one may be appointed a Committee Member if he or she would be disqualified from acting under the provisions of Article 22.

18.2 A Committee Member may not appoint an alternate Committee Member or anyone to act on his or her behalf at meetings of the Committee Members.

18.3 Unless otherwise determined by ordinary resolution the Committee Members shall all be members of the Company and shall consist of:-

18.3.1 The three Honorary Officers;

18.3.2 Nine voting members of the Company (the Elected Members), not being Honorary Officers; and

18.3.3 Up to six persons co-opted by the Honorary Officers and the Elected Members.

18.4 The Elected Members are elected by the members in accordance with byelaws adopted by the Committee Members from time to time, such election to take place during a period prior to the annual general meeting. The result of the election will be announced at the annual general meeting. Candidates shall be persons proposed by the members of the Company, subject always to the following:

18.4.1 That any organisation which is a member of the Company may authorise no more than one member of staff to be proposed as a candidate for election as a Committee Member;

18.4.2 That no more than one person from any organisation which is a member of the Company may be a Committee Member at any one time; and

18.4.3 The procedures set out in Article 21 are followed in relation to the appointment and election of Committee Members.

19 POWERS AND DUTIES OF COMMITTEE MEMBERS

19.1 The Committee Members shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.

19.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Committee Members.

19.3 Any meeting of Committee Members at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Committee Members.
20  Retirement of the Elected Members

20.1 At the annual general meeting in every year one-third of the Elected Members for the time being, or, if their number is not a multiple of three, the number nearest to one-third, shall retire from office.

20.2 The Elected Members to retire in each year shall be those who have been longest in office since their last election, but as between persons who became Elected Members on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

20.3 A retiring Elected Member shall remain eligible for election as an Elected Member at the next election.

21  Appointment and Election of Committee Members

21.1 The Company may by ordinary resolution:

21.1.1 increase or reduce the number of Committee Members; and

21.1.2 determine in what rotation the increased or reduced number is to go out to office.

21.2 No person may be elected or appointed a Committee Member unless not less than 28 clear days before the date of the appointment, the Company is given a notice that:

21.2.1 is signed by or on behalf of two members, from different organisation members, entitled to vote at a general meeting;

21.2.2 states the member’s intention to propose and to second (as appropriate) the appointment of a person as a Committee Member; and

21.2.3 is signed by the person who is to be proposed to show his or her willingness to be appointed.

21.3 All members who are entitled to receive notice of a general meeting must be given not less than 14 clear days’ notice of the names of candidates proposed and seconded for election as Committee Members pursuant to Article 21.2 before the election takes place.

21.4 The Committee Members may appoint a person who is willing to act as a Committee Member either to fill a casual vacancy or as an addition to the existing Committee Members subject to article 21.1.

21.5 A Committee Member appointed by a resolution of the Committee Members must retire at the next annual general meeting and must not be taken into account in determining the Committee Members who are to retire by rotation.

21.6 The appointment or election of a Committee Member must not cause the number of Committee Members to exceed any number fixed as the maximum number of Committee Members.
22 DISQUALIFICATION AND REMOVAL OF COMMITTEE MEMBERS

22.1 A Committee Member shall cease to hold office if he or she:

22.1.1 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;

22.1.2 is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);

22.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

22.1.4 resigns as a Committee Member by notice to the Company (but only if at least 3 Committee Members will remain in office when the notice of resignation is to take effect);

22.1.5 is absent without the permission of the Committee Members from all their meetings held within a period of six consecutive months and the Committee Members resolve that his or her office be vacated; or

22.1.6 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in the manner required by the Companies Act 2006, whether that interest is permitted by Article 6 or otherwise.

23 REMUNERATION AND EXPENSES OF COMMITTEE MEMBERS

23.1 The Committee Members must not be paid any remuneration unless it is authorised by Article 6.

24 PROCEEDINGS OF COMMITTEE MEMBERS

24.1 24.1.1 The Committee Members may regulate their proceedings as they think fit, subject to the provisions of the Articles.

24.1.2 Any Committee Member may call a meeting of the Committee Members.

24.1.3 The Honorary Secretary (if any) must call a meeting of the Committee Members if requested to do so by a Committee Member.

24.1.4 Questions arising at a meeting shall be decided by a majority of votes.

24.1.5 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.

24.1.6 A meeting may be held by suitable electronic means agreed by the Committee Members in which each participant may communicate with all the other participants.

24.2 24.2.1 No decision may be made by a meeting of the Committee Members unless a quorum is present at the time the decision is purported to be made. 'Present'
includes being present by suitable electronic means agreed by the Committee Members in which a participant or participants may communicate with all the other participants.

24.2.2 The quorum shall be three or the number nearest to one-third of the total number of Committee Members, whichever is the greater, or such larger number as may be decided from time to time by the Committee Members.

24.2.3 A Committee Member shall not be counted in the quorum present when any decision is made about a matter upon which that Committee Member is not entitled to vote.

24.2.4 If the number of Committee Members is less than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of filling vacancies or of calling a general meeting.

24.3 24.3.1 The Chair shall chair each meeting of the Committee Members.

24.3.2 If no-one has been appointed to chair meetings of the Committee Members or if the person appointed is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Committee Members present may appoint one of their number to chair that meeting.

24.3.3 The person appointed to chair meetings of the Committee Members shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Committee Members.

24.4 24.4.1 A resolution in writing or in electronic form agreed by a simple majority of all the Committee Members entitled to receive notice of a meeting of Committee Members or of a committee of Committee Members and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Committee Members or (as the case may be) a committee of Committee Members duly convened and held provided that:

(a) a copy of the resolution is sent or submitted to all the Committee Members eligible to vote; and

(b) a simple majority of Committee Members has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.

24.4.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Committee Members has signified their agreement.
25 **DELEgATION**

25.1 The Committee Members may delegate any of their powers or functions to sub-committees consisting of two or more such Committee Members as they think fit. The terms of any delegation must be recorded in the minute book.

25.2 The Committee Members may impose conditions when delegating, including the conditions that:

   25.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;

   25.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Committee Members.

25.3 The Committee Members may revoke or alter a delegation.

25.4 All acts and proceedings of any sub-committees must be fully and promptly reported to the Committee Members.

26 **DECLARATION OF COMMITTEE MEMBERS’ INTERESTS**

26.1 A Committee Member must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Committee Member must absent himself or herself from any discussions of the Committee Members in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

27 **CONFLICTS OF INTERESTS**

27.1 If a conflict of interests arises for a Committee Member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Committee Members may authorise such a conflict of interests where the following conditions apply:

   27.1.1 the conflicted Committee Member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

   27.1.2 the conflicted Committee Member does not vote on any such matter and is not to be counted when considering whether a quorum of Committee Members is present at the meeting; and

   27.1.3 the unconflicted Committee Members consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

27.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Committee Member or to a connected person.
VALIDITY OF COMMITTEE MEMBERS’ DECISIONS

28.1 Subject to Article 28.2, all acts done by a meeting of Committee Members, or of a committee of Committee Members, shall be valid notwithstanding the participation in any vote of a Committee Member:

28.1.1 who was disqualified from holding office;

28.1.2 who had previously retired or who had been obliged by the constitution to vacate office;

28.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise:

If without:

28.1.4 the vote of that Committee Member; and

28.1.5 that Committee Member being counted in the quorum;

the decision has been made by a majority of the Committee Members at a quorate meeting.

28.2 Article 28.1 does not permit a Committee Member or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Committee Members or of a committee of Committee Members if, but for article 28.1 the resolution would have been void, or if the Committee Member has not complied with article 26.

SEAL

29.1 If the Company has a seal it must only be used by the authority of the Committee Members or of a sub-committee of the Committee Members authorised by the Committee Members. The Committee Members may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Company Secretary (if any) or by a second director.

MINUTES

30.1 The Committee Members must keep minutes of all:

30.1.1 appointments of Officers made by the Committee Members;

30.1.2 proceedings at meetings of the Company;

30.1.3 meetings of the Committee Members and committees of Committee Members including:

(a) the names of the Committee Members present at the meeting;

(b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.
31 **ACCOUNTS**

31.1 The Committee Members must prepare for each financial year accounts as required by the Companies Act 2006. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

32 **ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

32.1 The Directors must comply with the requirements of the Charities Act 1993 with regard to the:

32.1.1 transmission of the statements of account to the Charity;

32.1.2 preparation of an Annual Report and its transmission to the Commission;

32.1.3 preparation of an Annual Return and its transmission to the Commission.

32.2 The Directors must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

33 **MEANS OF COMMUNICATION TO BE USED**

33.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

33.2 Subject to the Articles, any notice or document to be sent or supplied to a Committee Member in connection with the taking of decisions by Committee Members may also be sent or supplied by the means by which that Committee Member has asked to be sent or supplied with such notices or documents for the time being.

33.3 Any notice to be given to or by any person pursuant to the Articles:

33.3.1 must be in writing; or

33.3.2 must be given in electronic form.

33.4 33.4.1 The Company may give any notice to a member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or

(c) by leaving it at the address of the member; or

(d) by giving it in electronic form to the member's address.

33.4.2 A member who does not register an address with the Company shall not be entitled to receive any notice from the Company.
33.4.3 A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

33.4.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

33.4.5 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

33.4.6 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

(a) 48 hours after the envelope containing it was posted; or

(b) in the case of an electronic form of communication, 48 hours after it was sent.

34 INDEMNITY

34.1 In the execution of his duties and the exercise of his rights in relation to the affairs of the Company (and without prejudice to any indemnity to which he may otherwise be entitled) every Committee Member shall be entitled to be indemnified out of the assets of the Company against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (providing reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the Committee Member who is sought to be made liable. In this connection the Committee Members shall have power to purchase and maintain insurance for any Committee Member as is permitted by Article 5.1.21.

35 RULES

35.1 The Committee Members may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.

35.2 The bye laws may regulate the following matters but are not restricted to them:

35.2.1 the admission of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

35.2.2 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;
35.2.3 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;

35.2.4 the procedure at general meetings and meetings of the Committee Members in so far as such procedure is not regulated by the Companies Acts or by the Articles;

35.2.5 generally all such matters as are commonly the subject matter of company rules.

35.3 The Company in general meeting has the power to alter, add to or repeal the rules or bye-laws.

35.4 The Committee Members must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.

35.5 The rules or bye laws shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

36 DISSOLUTION

36.1 If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to objects of the Company, and 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 6 hereof, such institution or institutions to be determined by the members of the Company 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 objects.