

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

OXFORD AND SWINDON AREA QUAKER MEETING

OF THE

RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) IN BRITAIN

PLEASE NOTE

Some wording in Section 20 of the Articles was changed by resolution of the Trustees in July 2010.

Copies of the Memorandum and Articles which do not show this panel should be removed from circulation and destroyed.

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THE COMPANIES ACTS 1985, 1989 AND 2006

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

OXFORD AND SWINDON AREA QUAKER MEETING

OF THE

RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) IN BRITAIN

1. Name of Charity and Meaning of Words

1.1 The name of the Charity is Oxford and Swindon Area Quaker Meeting of the Religious Society of Friends (Quakers) in Britain, called in this document "the Charity".

1.2 Terms defined in the Charity's Articles of Association shall have the same meaning when used in this Memorandum as long as this meaning is consistent with the subject or context.

2. Registered Office

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

3. Objects of the Charity

The objects of the Charity (the "Objects") are, for the public benefit to advance the religious purposes of the Religious Society of Friends (Quakers) in Britain in the area of the Oxford and Swindon Area Quaker Meeting and beyond.

4. Powers of the Charity

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

- (a) to buy, take on lease, share, hire or otherwise acquire property of any sort;
- (b) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity in exercise of this power but the Charity must comply as appropriate with Sections 36 and 37 of the Charities Act 1993;

- (c) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of money borrowed or any other obligation but the Charity must comply as appropriate with Sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
- (d) to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- (e) to employ and pay any employees, officers, servants and professional or other advisers;
- (f) subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- (g) to give or receive guarantees or indemnities;
- (h) to promote or undertake study or research and disseminate the useful results of such research;
- (i) to produce, print and publish anything in any media;
- (j) to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- (k) to promote and advertise the Charity's activities;
- (l) to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- (m) to undertake any charitable trust and to act as trustee or director of any other charitable organisation;
- (n) to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- (o) to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- (p) to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Charity not required for the purpose of the Charity in furtherance of the Charity's Objects;
- (q) to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;

- (r) to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- (s) to open and operate bank accounts and other banking facilities;
- (t) to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- (u) to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- (v) to insure any risks arising from the Charity 's activities;
- (w)(i) to purchase indemnity insurance out of the funds of the Charity to indemnify any of the Trustees against any personal liability in respect of:
 - a) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Charity;
 - b) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Charity or of any body corporate carrying on any activities on behalf of the Charity;
 - c) any liability to make contributions to the assets of the Charity in accordance with section 214 of the Insolvency Act 1986.
- (ii) Subject to clause 4(w)(iv) below, any insurance in the case of (w)(i)(a) or (b) must be so framed as to exclude the provision of an indemnity for a person in respect of:
 - a) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - b) any liability incurred by a Trustee in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him or her; or
 - c) any liability incurred by a Trustee to the Charity that arises out of any conduct which he or she knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he or she did not care whether it was in the best interests of the Charity or not.

- (iii) Subject to clause 4(w)(iv) below, any insurance in the case of (w)(i)(c) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation; and
- (iv) to purchase out of the funds of the Charity any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time;
- (x) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;
- (y) to pay all the expenses and costs of establishing the Charity;
- (z) to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that:-

- (i) the Managers are properly authorised to carry on investment business;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Charity;
 - (iii) the Managers are under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them for the Charity;
 - (iv) the Charity is entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (v) the Charity reviews the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation;
- (aa) to permit any investments belonging to the Charity to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such; and
 - (bb) to do anything else within the law which helps promote the Objects.

5. Use of income and property

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Charity or to the Trustees, and no Trustee may be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as permitted by law or by the Charity Commission or under the 'Allowed Payments' provisions set out in clause 6 and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a member of the Charity or a Trustee receiving any benefit as a beneficiary.

6. Allowed Payments

6.1 Subject to clause 6.2, the Charity may pay:

- (a) reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Charity who is not a Trustee for any services to the Charity;
- (b) reasonable and proper remuneration of a Trustee for services actually rendered to the Charity or a subsidiary of the Charity (save for his or her acting as a Trustee) as permitted by and in accordance with s.73A Charities Act 1993;
- (c) reasonable interest on the money lent by any member of the Charity or any Trustee. The highest annual rate of interest that may be charged is two per cent below the base rate of a clearing bank in the United Kingdom selected by the Trustees;
- (d) reasonable out-of-pocket expenses to any Trustee;
- (e) reasonable and proper payment to a company of which a member of the charity or a Trustee holds not more than a hundredth of the capital;
- (f) reasonable and proper rent of premises demised or let by any member of the Charity or Trustee;
- (g) to the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to 4(w) above;
- (h) any payment to a Trustee under the indemnity provisions in the Articles of Association;
- (i) payments made to a member which is itself established for exclusively charitable purposes and for the public benefit either as a beneficiary or on a winding up pursuant to clause 10 of the memorandum; or
- (j) in exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

6.2 No member of the Charity or Trustee shall be a part of any decision making process on any decision referred to in clause 6.1 above which relates to him or her or any Connected Person other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

6.3 "Connected Person" shall mean a person connected to the Trustee or member as defined in s.73B(5) Charities Act 1993.

7. Alterations to this Memorandum

7.1 No alterations to this Memorandum may be made which would cause the Charity to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution or written special resolution.

7.2 Alterations may only be made to:

- (a) the Objects; or
- (b) to any clause in this Memorandum or the Articles which directs the application of property on dissolution; or
- (c) to any clause in this Memorandum or the Articles which gives Trustees or members of the Charity any benefit,

with Charity Commission's prior written consent where this is required by law.

7.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Memorandum and all future copies of the Memorandum issued must contain the alterations.

8. Limited Liability

8.1 The liability of the members is limited.

9. Guarantee by Members of the Charity

9.1 Each member undertakes that, if the Charity is wound up while he or she is a member, or within one year after he or she ceases to be a member, he or she will contribute a sum not exceeding £1 (one pound) to the assets of the Charity for:-

- (a) payment of the debts and liabilities of the Charity contracted before he or she ceases to be a member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

10. Winding-up of the Charity

10.1 If the Charity is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to:

- 10.1.1 one or more Area Meetings (provided such Area Meetings are established with exclusively charitable objects) in such proportions as Meeting for Sufferings of the Religious Society of Friends shall decide; or, failing that,
- 10.1.2 to Britain Yearly Meeting of the Religious Society of Friends (Quakers) in Britain; or, failing that,
- 10.1.3 to some other charity with objects the same or substantially the same as the Objects as Britain Yearly Meeting of the Religious Society of Friends (Quakers) in Britain shall direct.

11. Model Memorandum or Articles

- 11.1** This Memorandum and the Articles exclude any model memorandum or articles created under the Act.

Company number:

Charity number:

THE COMPANIES ACTS 1985, 1989 AND 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

OXFORD AND SWINDON AREA QUAKER MEETING

OF THE

RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) IN BRITAIN

1. Meaning of Words

1.1 In these Articles and the Memorandum the words have the following meanings except where the context requires otherwise:-

1.2 Words	Meanings
Act	the Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
Area Meeting	a group of constituent Local Meetings which form a regional grouping called an Area Meeting as defined by Britain Yearly Meeting and in the context of the Charity is the Meeting of Church Affairs of the Oxford and Swindon Area Quaker Meeting of the Religious Society of Friends (Quakers) in Britain;
Attender	a person who attends a Local Meeting but who has not become a member of the Area Meeting;
Articles	these Articles of Association;
Board	the Board of Trustees of the Charity being the directors of the Charity and charity trustees;
Book of Christian Discipline	Quaker Faith and Practice (as amended from time to time);

Britain Yearly Meeting	the centrally held and managed policy, property and employment work of the Religious Society of Friends (Quakers) in Britain;
Clerk	the Clerk of the Board of Trustees. Where the Clerk is unable to act, the term includes any person discharging the functions of the Clerk;
Charities Act	the Charities Acts 1992, 1993 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
Charity	the company regulated by these Articles;
Charity Commission	the Charity Commission of England and Wales;
Clear Days	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
Quaker or Friend	an individual member of the Religious Society of Friends who is a member of an Area Meeting;
In the Manner of Friends	means the form of decision making practised by Friends in which the sense of the meeting is sought through an unhurried exchange of views until unity is reached. A draft minute is then written to record the decision and read to the meeting. The draft minute becomes the formal record of the meeting after all present have had the opportunity to suggest modifications to it;
Local Meeting	the body and organisation of the members of an Area Meeting in a specific locality;
Meeting for Sufferings	the representative body of Quakers in Great Britain entrusted with the general care of matters affecting the Religious Society of Friends (Quakers) in Britain;
Month	calendar month;
Nominations Committee	means a committee of a Local Meeting or Area Meeting established to identify those willing and able to serve the Charity;
Objects	the Objects of the Charity as defined in clause 3 of the Charity's Memorandum of Association;
Office	the registered office of the Charity;
Regulations	any rules, standing orders or regulations made by the Board in accordance with these Articles;
Signed	shall include faxes of signatures and other forms of authentication that are permitted by law;

Taxable Trading	the carrying on of a trade or business for the principal purpose of raising funds for the Charity and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
Trustees	the directors of the Charity;
United Kingdom	Great Britain and Northern Ireland;
in Writing	written, printed or lithographed or partly one and partly another and any other ways of showing and reproducing words in a visible form including by e-mail or fax (to the extent legally permissible).

1.2 The words "person" or "people" include corporations.

1.3 Apart from the words defined above, any words or expression defined in the Act will have the same meanings in these Articles, provided they are consistent with the subject or context.

2. The Constitution of the Charity and Rights of Inspection

2.1 The Charity is established for the Objects.

2.2 A copy of the Memorandum and Articles and any Regulations must be available for inspection by the members of the Charity at the Office. Any member who requests a copy of the Memorandum and Articles of Association must be sent a copy.

3. Membership

3.1 On incorporation the subscribers to the Memorandum shall be the members.

3.2 The Area Meeting shall maintain minutes of meetings at which members are admitted and shall furnish the same to the Board. The Board shall admit into membership of the Charity those persons who from time to time are accepted into membership by the Area Meeting. The Board shall maintain a register of such members.

4. No transfer of Membership

4.1 None of the rights of any member of the Charity may be transferred or transmitted to any other person.

5. Ending of Membership

A member stops being a member of the Charity if the individual member ceases to be a member of Area Meeting and a minute to that effect is presented to the Board by the Area Meeting.

6. Calling of General Meetings of Members

6.1 The Charity may hold an annual general meeting in addition to any other general meeting in every calendar year. The annual general meeting must be specified as such in the notices calling it.

6.2 All company meetings of the members except annual general meetings are called general meetings.

6.3 The Board may call a general meeting whenever they wish. Such a meeting must also be called if not less than ten per cent. of the members of the Charity request it in Writing or otherwise in accordance with the Act.

7. Notice of General Meetings of Members

7.1 A general meeting must be called by giving at least 14 Clear Days' notice in Writing. A meeting may be held on shorter notice if it is agreed by not less than 90 per cent. of the members entitled to attend and participate in it.

7.2 A notice shall specify the place, date, time and general nature of any business. Where a special resolution is proposed the exact wording of the resolution must be set out in the notice.

7.3 The notice must include a statement informing the members of their right to appoint a proxy.

7.4 Notice of every general meeting must be given to:-

(a) every member; and

(b) all Trustees.

8. Quorum

8.1 Business may be transacted at a general meeting only if a quorum of members is present in person or by proxy when the meeting begins to deal with its business. A quorum is not less than ten of the members from time to time.

9. Adjournment if no Quorum

9.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide.

9.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

10. Clerk

10.1 The Clerk (if any) of the Board should normally preside as Clerk at every general meeting of the Charity. If there is no Clerk, or if he or she is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board shall select the Clerk of the meeting and in default the members at the meeting shall select a Clerk.

11. Adjournment of the Meeting

11.1 The Clerk may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

11.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting or of the business to be undertaken at it.

12. Taking Decisions at Members Meetings

12.1 Company Meetings shall be conducted in the Manner of Friends. The members shall be guided by the Book of Christian Discipline when taking decisions.

12.2 The Clerk of the meeting bears the final responsibility for preparing the business, conducting the meeting and drafting the minutes of the meeting. Minutes are drafted by the Clerk during the course of the meeting, but the final decision about whether the minute represents the sense of the meeting is the responsibility of the meeting itself, not of the Clerk.

12.3 Members shall do all such things and sign all necessary papers to reflect and record the decisions made at the meeting to comply with provisions of the Act.

13. Proxies

13.1 Members may appoint a proxy who need not be a member of the Charity. The proxy may be appointed by the member to exercise all or any of the member's rights to participate in a meeting of the Charity.

14. Declaration of Clerk is Final

14.1 Unless a poll is demanded in accordance with the Act, the Clerk's declaration that a decision has been reached and an entry saying so in the minute book is conclusive evidence of the decision.

14.2 Should a poll be demanded in accordance with the Act, the Clerk shall adjourn the meeting for six weeks and the members shall seek unity in the Manner of Friends on the matter in respect of which a poll has been demanded

14.3 A Trustee shall have the same rights as members to attend and speak at general meetings.

15. Written Agreement to Resolution

15.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

- (a) it must be in Writing;
- (b) in the case of a special resolution it must be Signed by at least 75 per cent of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- (c) in the case of an ordinary resolution it must be Signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

- (d) it may consist of two or more documents in identical form Signed by members;
- (e) the passing of the resolution must comply with any other requirements of the law from time to time.

16. Management by the Board

16.1 The Board has the duty and responsibility to manage the business of the Charity as required by law. The Board may pay all the expenses of promoting and registering the Charity. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a general meeting of the Charity. In exercising their powers the Board shall always be guided by the Book of Christian Discipline.

17. Indemnity of Trustees

17.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Charity shall indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by him or her which relate to anything done or omitted or alleged to have been done or omitted by him or her as a Trustee or other officer save that no Trustee may be entitled to be indemnified:

- (a) for any liability incurred by him or her to the Charity or any associated company of the Charity (as defined by the Act for these purposes);
- (b) for any fine imposed in criminal proceedings;
- (c) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- (d) for any liability which he or she has incurred in defending any criminal proceedings in which he or she is convicted and such conviction has become final;
- (e) for any liability which he or she has incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against him or her; and
- (f) for any liability which he or she has incurred in connection with any application under the Act in which the court refuses to grant him or her relief and such refusal has become final.

17.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him or her as a Trustee or officer, provided that he or she will be obliged to repay such amounts no later than:

- (a) if he or she is convicted in proceedings, the date when the conviction becomes final;

- (b) if judgment is being given against him or her in proceedings, the date when the judgment becomes final; or
- (c) if the court refuses to grant him or her relief on any application under the Act, the date when refusal becomes final.

18. Payment of reasonable expenses to Trustees

18.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Charity but shall not be paid any other remuneration except as permitted in the Memorandum of Association or by law.

19. The Keeping of Minutes

19.1 The Board must have minutes entered in the minute books:-

- (a) of all appointments of officers by the Board;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Board;
- (c) of all decisions and proceedings at all meetings of:
 - (i) The Charity;
 - (ii) The Board; and
 - (iii) Committees of the Board.

20. The Make-up of the Board

20.1 The first Board consists of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Charity is formed and such other persons appointed by them.

20.2 After that, the Board consists of no fewer than five and no more than fifteen persons appointed by members of the Charity held in accordance with Article 12.

20.3 The make-up and number of the Board may be varied by amendment to these Articles but at no time may the number of the Board be reduced to below three.

20.4 Trustees selected for appointment by members of the Charity shall be nominated by the Area Meeting Nominations Committee according to the current Book of Christian Discipline. The appointments shall take place at meetings of the Charity which meetings shall be conducted in the Manner of Friends.

21. Maximum term of office of members of the Board

21.1 A Trustee may be appointed for a period of three years. At the end of such period he or she may be reappointed on up to two occasions giving a maximum term of office as a trustee as nine years. In exceptional circumstances a Trustee may be appointed for a further term exceeding the maximum term but only with the consent of the members.

21.2 Notwithstanding article 21.1, a trustee who has served a period of nine years may be reappointed for further periods of office in accordance with article 21.1, if not less than three years have elapsed since he or she last served as a Trustee.

22. Notification of change of members of the Board to the Registrar of Companies

22.1 All appointments, retirements or removals of Trustees and the Company Secretary (if appointed) must be notified to the Registrar of Companies.

23. Filling vacancies in the Board and Co-option

23.1 The Board can appoint up to three Friends as additional co-opted Trustees. They will hold office until the next annual general meeting, or where no annual general meeting is held, until 12 months following the original appointment, when they may be reappointed by the Board. No trustee appointed under this article shall serve more than three years without the agreement of the members.

24. Ending of Board Membership

24.1 A Trustee ceases to hold office if he or she:-

- (a) is determined by the members in a General Meeting to no longer be a fit and proper person to carry out the duties of a Trustee; or
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (c) becomes barred from membership of the Board because of any order made under the Act or the Charities Act 1993; or
- (d) is considered by the Board to have become incapable whether mentally or physically of managing his or her own affairs; or
- (e) resigns the office by notice in writing to the Charity but only if at least three Trustees will remain in office when the resignation takes effect; or
- (f) is absent from four meetings without notice to the Trustees and is asked by a majority of the other Trustees to resign; or
- (g) ceases to be a member of the Society of Friends or is released from service by the Area Meeting ;or
- (g) is directly or indirectly involved in any contract or proposed contract with the Charity and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting which the Trustee attends after that interest arises (or such other way as is legally sufficient from time to time) and the Board resolves by two thirds of those present at the meeting to remove that Trustee; or
- (h) is removed from office under the Act.

25. Removal of a Trustee by a General Meeting

- 25.1** A general meeting of members of the Charity may remove any Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Charity and the Trustee may say.
- 25.2** Removal can take place only by the members of Charity passing an ordinary resolution saying so. Ten per cent. or more of the members may requisition a meeting of the members to effect such removal on not less than 21 Clear Days notice. The trustee concerned has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting. The right to remove a Trustee given under the Article is in addition to, and separate from, rights given under the Act.

26. Meetings of the Board

- 26.1** Subject to the rest of these Articles and the Act, the Board shall meet, adjourn and run its meetings in the Manner of Friends.
- 26.2** The Clerk of the meeting bears the final responsibility for preparing the business, conducting the meeting and drafting the minutes of the meeting. Minutes are drafted by the Clerk during the course of the meeting, but the final decision about whether the minute represents the sense of the meeting is the responsibility of the meeting itself, not of the Clerk.
- 26.3** The Charity, if requested by the Clerk or a Trustee, must summon a meeting of the Board.
- 26.4** Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

27. Conflicts of Interest

- 27.1** Where the duty of a Trustee under section 175(1) of Companies Act 2006 to avoid conflict of interest would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if:
- (a) the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them;
 - (b) any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee; and
 - (c) the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted.
- 27.2** The Trustees shall also observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has.

28. Clerk of the Board

28.1 The Board may appoint or remove the Clerk.

28.2 An appointment as Clerk shall be on terms agreed by the board and shall generally be for a period not exceeding six years.

29. Quorum for the Board

29.1 The quorum necessary for business to be done at a Board meeting is a third of the Trustees subject to a minimum of three. A Trustee shall not be counted in the quorum at a meeting in relation to a decision on which he or she is not entitled to participate.

30. Vacancies on the Board

30.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to summon a general meeting of the Charity or to appoint further trustees.

31. A Decision may be Approved by Signature Without a Meeting

31.1 A decision in Writing Signed by all of the Trustees or any committee is as valid as if it had been agreed at a properly held meeting of the Board or committee. The decision may consist of several documents in the same form Signed by one or more members of the Board or committee.

32. Validity of Acts Done at Meetings

32.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he or she was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

33. Delegation by the Board

33.1 The Board may delegate (and revoke) the administration of any of its powers to committees consisting of two or more Trustees and any such committee or Trustee must conform to any rules that the Board imposes on it including as to the expenditure of funds in accordance with any agreed budget.

33.2 The Board may co-opt any Friend or Attender who are not Trustees to serve on the committee.

33.3 All acts and proceedings of the committee or Trustees must be minuted and reported to the Board as soon as possible.

34. Clerk of Committees

34.1 A committee may appoint a clerk of its meetings if the Board does not nominate one.

34.2 If at any meeting the committee's clerk is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be clerk of the meeting.

35. Meetings of Committees

35.1 A committee may meet and adjourn whenever it chooses.

35.2 Questions at the meeting must be decided in the Manner of Friends or as otherwise determined by the Board.

35.3 A committee must have minutes entered in minute books.

36. Appointment and Removal of the Company Secretary

36.1 The Board may but, subject to the Act, need not, appoint a Company Secretary and likewise remove them and may decide his or her period of office, pay (if not a Trustee) and any conditions of service.

37. Proper Accounts must be Kept

37.1 Accounts shall be prepared in accordance with the Act and the Charities Act 1993.

38. Books must be Kept at the Office

38.1 The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees.

39. Inspection of Books

39.1 A member who is not a Trustee may inspect the books of account of the Charity on reasonable notice during office hours.

40. Account and Returns

40.1 If required by the Act, the Board must put before a general meeting of the Charity such reports, statements or accounts as are from time to time required by law, and must comply with all other legal requirements from time to time as to the circulation of such reports, statements or accounts to the members.

40.2 The Board must file with the Registrar of Companies and the Charity Commission all annual returns and other documents that are required to be filed.

41. Appointment of Reporting Accountants or Auditors

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

42. Service of Notices

42.1 The Charity may give notice to any member either:

(a) personally; or

(b) by delivering it or sending it by ordinary post to the member's registered address; or

(c) if the member has provided the Charity with a fax number, by sending it by fax to that member. This is subject to the member

having consented to receipt of notice in this way, where this is a legal requirement; or

- (d) if the member has provided the Charity with an e-mail address, by sending it by e-mail to that address. This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement; or
- (e) in accordance with the provisions for notice on a website set out below

Notice may be sent to any address within the United Kingdom which the member has given the Charity for that purpose or in accordance with (c), (d) or (e) above but otherwise a member who is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

42.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by fax or email it will be treated as properly sent if the Charity receives no indication that it has not been received.

42.3 If sent by post in accordance with this Article, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been received 24 hours after having been properly sent.

42.4 The Charity may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Charity that it is not.

42.5 Where a member has informed the Charity in Writing of his or her consent, or has given deemed consent in accordance with the Act, to receiving notices from the Charity by means of a website, notice will be validly given if the Charity sends that member a notification informing him that the documents forming the notice may be viewed on a specified website. The notification must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

43. Accidental Omission of Notice

43.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

44. Alteration of the Articles

44.1 The Charity may alter these Articles only by a special resolution or by a written special resolution.

44.2 No alteration may be made to an Article which amends the Objects, or which directs the application of property on dissolution, or which authorises any benefit for Trustees without the Charity Commission's prior written approval where that is required by law.

44.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.

45. Regulations

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

46. Winding-up of the Charity

46.1 If the Charity is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred in accordance with clause 10 of the Memorandum.

47. Model Memorandum or Articles

47.1 These Articles of Association are adopted to the exclusion of any model articles of association created under the Act.

