

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
T.O.F.S. [Company Number 02202260]
(the “Association”)
(adopted by Special Resolution passed on 14/05/2016)

INTERPRETATION

1. In these Articles, unless the context requires otherwise:

Words	Meanings
Act	means the Companies Act 2006 as amended from time to time;
Annual General Meeting	has the meaning given in Article 31;
Articles	means articles of association of the Association from time to time in force;
Associate	means such persons appointed as an associate of the Association in accordance with Article 127;
Business Day	means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
Chairman	means the chairman of the Association from time to time;
Chairman of the Meeting	means the person chairing the relevant general meeting in accordance with Articles 46 or 47 (as may be the case);
Charities Act	means the Charities Act 2011;
Circulation Date	in relation to a written resolution, has the meaning given to it in the Act;

Connected Person	<p>means any person falling within one of the following categories:</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee;</p> <p>(b) the spouse or civil partner of any person in (a);</p> <p>(c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b);</p> <p>(d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together; or</p> <p>(e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest; and</p> <p>sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;</p>
Council	means the board of directors of the Association from time to time;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the Act;
Eligible Trustee	means, in relation to any matter, a Trustee who would be entitled to vote on that matter at a meeting of the Council (but excluding any Trustee whose vote is not to be counted in respect of that matter pursuant to Articles 115 and 116);
Member	means a person whose name is entered in the Register of Members and Membership shall be construed accordingly;
Model Articles:	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles
Office	means the registered office of the Association;
Ordinary Resolution	has the meaning given in section 282 of the Act;

Proxy Notice	has the meaning given in Article 61;
Register of Members	means the register of Members of the Association;
Review Meeting	has the meaning given in Article 26;
Seal	means the common seal of the Association;
Secretary	means the secretary of the Association and any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary;
Special Resolution	has the meaning given in section 283 of the Act;
Suspension Review Meeting	has the meaning given in Article 27(2)(a);
TOF individuals	has the meaning given in Article 11;
Treasurer	means the treasurer of the Association and any other person appointed to perform the duties of the treasurer of the Association, including a joint, assistant or deputy treasurer;
Trustee	means a director of the Association and includes any person occupying the position of director, by whatever name called;
Unanimous Decision	has the meaning given in Article 107; and
writing:	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2. Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
4. A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
5. Words importing the singular number only shall include the plural number, and vice versa;
6. Words importing the masculine gender only shall include the feminine gender; and
7. Words importing persons shall include corporations.
8. Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

9. Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
10. The Model Articles shall not apply to the Association.

OBJECT

11. The object for which the Association is established is to provide relief to in need individuals (hereinafter referred to as "**TOF individuals**") suffering from tracheo oesophageal fistula, oesophageal atresia and oesophageal and related disorders including the Vater association (hereinafter collectively referred to as "**oesophageal disorders**") as well as the parents or guardians of such TOF individuals by:
 - (1) providing or paying for items, services or facilities which are calculated to alleviate the suffering or assist the recovery of TOF individuals where such items, services or facilities are not readily available to them from other sources;
 - (2) promoting contact between the families of TOF individuals suffering from oesophageal disorders with a view to sharing management problems and solutions; and
 - (3) collecting and disseminating information concerning oesophageal disorders in the care and treatment thereof.

POWERS

12. In furtherance of the object set out in Article 11, but not further nor otherwise, the Association shall have power:
 - (1) to establish from time to time and thereafter maintain information dissemination forums by which the experiences of TOF individuals and their families may be usefully shared with other such TOF individuals and their families. By way of example, such forums could include but are not limited to: internet websites; periodical printed magazines; online "chatroom" facilities; a telephone enquiry and support service; and events such as conferences;
 - (2) to conduct or promote or encourage research into the care and treatment of persons suffering from oesophageal disorders and disseminate the useful results;
 - (3) to promote or encourage or assist in the teaching or training of doctors, nurses, physiotherapists and other persons engaged in any branch of medicine, surgery, nursing or allied services, and in the teaching or training of students in any branch of medicine, surgery, nursing or allied services;

- (4) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, repair, renovate, equip, decorate, maintain and alter any buildings or erections necessary or convenient for use;
- (5) to arrange lectures and conduct training courses and to publish pamphlets, books, journals and other publications relating to the work of the Association;
- (6) to conduct fund raising activities including appeals for money or other gifts or for any other assistance for any of the purposes of the Association, and to solicit and accept subscriptions and donations (whether of real or personal property) and devises and bequests for any of the purposes of the Association;
- (7) to establish and maintain appropriate communication and dialogue with organisations similar to the Association in other countries and to use such communication and dialogue to mutually support common objectives;
- (8) to engage and appropriately remunerate such staff as may be required to support the activities of the Association;
- (9) to sell, let, mortgage subject to such consents as may be required by law, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects;
- (10) to undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to any of the principal objects of the Association;
- (11) to borrow subject to such consents as may be required by law or raise money for the purposes of the Association on such terms and on such security as may be thought fit;
- (12) to invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities, or property as may be thought fit, subject nevertheless to such conditions (if any) and such consent (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (13) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the principal objects of the Association;
- (14) to do all such other things as are incidental or conducive to the attainment of the principal objects of the Association or any of them PROVIDED that:

- (a) where the Association takes or holds any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (b) the Association shall not support with its funds any objects, or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which if an object of the Association would make it a Trade Union; and
- (c) where the Association takes or holds any property subject to the jurisdiction of the Charity Commission of England and Wales:
 - (i) the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and
 - (ii) as regards any such property the Council shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as the Council would have been if the Association had not been incorporated, and
 - (iii) the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the Council, but the shall, as regards any such property, be subject jointly and separately to such control or authority exercisable by the Chancery Division or the Charity Commissioners as if the Association had not been incorporated.

APPLICATION OF INCOME AND PROPERTY

- 13. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in Article 11.
- 14. Except as provided in Article 15,
 - (1) no portion of the income and property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members, and
 - (2) no Trustee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association.
- 15. Nothing in Article 14 shall prevent any payment in good faith by the Association:

- (a) of a benefit to any Member in the capacity of a beneficiary of the Association (provided that a Trustee or a Connected Person may receive a benefit from the Association in the capacity of a beneficiary of the Association provided that a majority of the Trustees do not benefit in this way);
- (b) of reasonable and proper remuneration to:
 - (i) any Member, officer or servant of the Association (not being a Trustee) for any goods supplied or services rendered to the Association;
 - (ii) any Trustee or Connected Person for any services rendered, or goods that are supplied in connection with the provision of services, to the Association where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
- (c) of interest on money lent by any Member or Trustee at a reasonable and proper rate per annum not exceeding the lesser of (i) the published base lending rate of Lloyds Bank plc, or (ii) 3%;
- (d) of reasonable and proper rent for premises demised or let by any Member or Trustee;
- (e) of fees, remuneration or other benefit in money, or money's worth, to a company of which a Trustee may be a member subject at all times to the agreement of the Council; and
- (f) of reasonable out-of-pocket expenses properly incurred by any Trustee when acting on behalf of the Association.
- (g) to a Trustee under any trustee indemnity insurance purchased by the Association in accordance with section 189 of the Charities Act and;
- (h) under an indemnity from the Association in the circumstances set out in Article 141.

LIABILITY OF MEMBERS

16. The liability of each Member is limited to £1.00 being the amount that each Member undertakes to contribute to the assets of the Association, in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, for payment of:
- (1) the debts and liabilities of the Association contracted before they cease to be a Member;
 - (2) the costs, charges and expenses of winding up, and

- (3) adjustment of the rights of the contributories among themselves.

WINDING-UP

17. If upon the winding up or dissolution of the Association 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, but shall be given or transferred:
- (1) to any charitable institution(s) having exclusively charitable objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent as least as great as is imposed on the Association under or by virtue of Articles 13 to 15; or
- (2) in so far as effect cannot be given to Article 17(1), to any charitable institution(s) with some other charitable objects.
18. The decision on who is to benefit from the Association's remaining assets, pursuant to Article 17(1), may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Council at or before the time of winding up or dissolution.
19. In the event that no resolution is passed by the Members or by the Trustees in accordance with Article 18, the Association's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission of England and Wales.

MEMBERSHIP

20. The Members shall be such persons who have:
- (1) signed and delivered to the Association an application for admission framed in such terms as the Council shall require;
- (2) been approved by a resolution of at least two thirds of Eligible Trustees present at a quorate meeting of the Council; and
- (3) been entered as Member in the Register of Members.
21. The number of Members with which the Association shall from time to time be registered shall not be less than five.
22. Membership shall not be limited to residents of the United Kingdom.
23. In order to maintain their status as Members, Members shall re-new their membership every five years, or such other period as the Council may, in its absolute discretion, determine. Any Member who has not renewed their membership within 30 days of the

fifth anniversary of the date on which they become a Member (or such other period as the Council may, in its absolute discretion, determine) shall:

- (1) cease to be a Member;
 - (2) be removed from the Register of Members;
 - (3) be deemed to have become an Associate; and
 - (4) not be re-appointed as a Member except in accordance with Article 20.
24. Any Member may resign from the Association by giving seven days' notice in writing to the Association at any time. Upon resignation the resigning Member shall:
- (1) forfeit all its rights as a Member;
 - (2) be discharged from any responsibilities and liabilities of Membership; and
 - (3) be removed from the Register of Members.
25. A Member shall cease to be a Member if the Member dies or, if it is an organisation, ceases to exist.

SUSPENSION AND EXPULSION OF MEMBERSHIP

26. Subject to Articles 26 to 28, the Council may suspend or terminate the Membership of any Member without his consent if, in the reasonable opinion of the Council, such Member:
- (1) is guilty of conduct which has or is likely to have a serious adverse effect on the Association or bring the Association or any or all of the Members or Trustees into disrepute;
 - (2) has acted or threatened to act in a manner which is contrary to the interests of the Association; or
 - (3) has failed to observe the terms of these Articles.
27. Any resolution by the Council to terminate the Membership of a Member shall only be valid where the Council has:
- (1) given the affected Member at least fourteen clear days' notice in writing of the meeting of the Council at which the resolution is to be discussed (the "**Review Meeting**");
 - (2) given the affected Member at least seven clear days' notice of the general nature of the grounds on which the resolution is to be discussed; and

- (3) subject to Article 28, passed such resolution by a majority of not less than 75% of Eligible Trustees at the Review Meeting.
28. Any resolution by the Council to suspend the Membership of a Member shall take effect immediately, provided that:
 - (1) such resolution is passed by a majority of not less than 75% of Eligible Trustees; and
 - (2) the Council has:
 - (a) within 7 days of the resolution to suspend the Membership being passed pursuant to Article 27(1), given the affected Member at least fourteen clear days' notice of a meeting of the Council at which a resolution to confirm the suspension of, or alternatively terminate, the Membership of the affected Member is to be discussed (the "**Suspension Review Meeting**");
 - (b) given the affected Member at least seven clear days' notice of the general nature of the grounds on which the resolution to confirm the suspension of, or alternatively terminate, the Membership of the affected Member is to be discussed; and
 - (c) subject to Article 28, passed at the Suspension Review Meeting a resolution by a majority of not less than 75% of Eligible Trustees confirming the suspension of, or alternatively terminating, the Membership of the affected Member.
29. Any notice of termination sent to a Member pursuant to Article 26(1), and any notice of suspension sent to a Member pursuant to Article 27(2)(a), must give the affected Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated or suspended (as the case may be). The Trustees must consider any representations made by the affected Member and inform the affected Member of their decision following such consideration. The Council may decide, in their absolute discretion,:
 - (1) to revoke the notice of termination delivered pursuant to Article 26(1) or the notice of suspension delivered pursuant to Article 27(2)(a) (as the case may be);
 - (2) suspend the Membership of the affected Members for a fixed duration and set any reasonable requirements to be met prior to the lifting of the suspension; or
 - (3) terminate the Membership of the affected Member.
30. A Member whose Membership is suspended under Article 27 shall forfeit all its rights as a Member for the duration of such suspension.
31. A Member whose Membership is terminated under Article 26 shall:

- (1) forfeit all its rights as a Member;
- (2) be discharged from any responsibilities and liabilities of Membership;
- (3) be removed from the Register of Members; and
- (4) not be entitled to a refund of any subscription or membership fee.

GENERAL MEETINGS

32. The Association shall hold a general meeting of its Members in every calendar year as its annual general meeting ("**Annual General Meeting**"), with not more than eighteen months elapsing between successive Annual General Meetings.
33. Each notice calling an Annual General Meeting shall specify the meeting as such and each Annual General Meeting shall take place at such time and place as may be determined by the Council.
34. The Council may whenever they think fit convene a general meeting, and general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Sections 303 - 305 of the Act.

NOTICES OF GENERAL MEETINGS

35. Subject to Article 35,
 - (1) every Annual General Meetings and every general meeting convened to pass a Special Resolution shall be called on a minimum of 21 clear days' notice; and
 - (2) every other general meeting shall be called on a minimum of 14 clear days' notice in writing.
36. Notwithstanding Article 34, a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the general meeting, being a majority who together hold not less than 90% of the total voting rights.
37. The notice shall be in writing and shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
38. The notice shall be given to:
 - (1) each Member;
 - (2) each Trustee; and
 - (3) the auditor for the time being of the Association.

39. The accidental omission to give notice of a general meeting to any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any general meeting.

ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

40. A person is able to exercise the right to speak at a general meeting when such person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which they have on the business of the meeting.
41. A person is able to exercise the right to vote at a general meeting when:
- (1) such person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (2) such person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
42. The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
43. In determining attendance at a general meeting, it is immaterial whether any two or more persons attending it are in the same place as each other.
44. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

QUORUM FOR GENERAL MEETINGS

45. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, five Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting shall be a quorum.
46. If within one hour from the time appointed for the holding of a general meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting:
- (1) if convened on the requisition of Members, shall be dissolved; or
 - (2) in any other case, shall stand adjourned to the same day in the next weeks, at the same time and place, or at such other place as the Council may determine and, if at such adjourned meeting a quorum is not present within one hour

from the time appointed for holding the meeting, the Members present shall be a quorum.

CHAIRING GENERAL MEETINGS

47. If the Trustees have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so.
48. If the Trustees have not appointed a Chairman or if the Chairman is unwilling to chair the relevant general meeting or is not present within fifteen minutes of the time at which the relevant general meeting was due to start, the Members present shall appoint:
 - (1) a Trustee present, or
 - (2) if no Trustee is present or if all Trustees present decline to take the chair, a Member present

to chair that meeting and that appointment must be the first business of that meeting.

ADJOURNMENTS OF GENERAL MEETINGS

49. The Chairman of the Meeting may, with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting until such other date, time and place as the Council may determine, having regard to any directions as to date, time and place which have been given by the meeting.
50. No business shall be transacted at any adjourned meeting other than business which might have been transacted at the general meeting from which the adjournment took place.
51. Whenever a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETINGS

52. Subject to Article 57, at any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless before, or upon the declaration of the result of, the show of hands a poll is demanded.
53. On a show of hands or on a poll, every Member (whether present in person or by proxy) shall have one vote.
54. A poll may be demanded by:

- (1) the Chairman of the Meeting;
 - (2) at least three Members present in person or by proxy having the right to vote on the relevant resolution, or
 - (3) a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote on the relevant resolution.
55. Unless a poll is demanded, a declaration by the Chairman of the Meeting that a resolution has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Association shall be conclusive evidence of the fact and the number or proportion of the votes in favour of or against that resolution need not be recorded.
56. A demand for a poll may be withdrawn if:
- (1) the poll has not yet been taken; and
 - (2) the Chairman of the Meeting consents to the withdrawal; and
- a demand so withdrawn shall not invalidate the result of any show of hands declared before the demand was made.
57. A poll demanded shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
58. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
59. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second or casting vote.
60. The demand for a poll shall not prevent the continuance of a meeting for a transaction of any business other than the question on which the poll has been demanded.

PROXIES

61. A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Association.
62. Proxies may only be validly appointed by a notice in writing (a "**Proxy Notice**") which:
- (1) states the name and address of the Member appointing the proxy;
 - (2) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

- (3) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine;
- (4) if not executed by the person appointing the proxy, is accompanied by written evidence of the authority of the person who executed the Proxy Notice on the appointor's behalf, and
- (5) is delivered to the Association in accordance with Article 134 not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, or in the case of a poll not less than twenty four hours before the time appointed for the taking of a poll, and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.

A Proxy Notice which is not delivered in such manner shall be invalid unless the Trustees, in their discretion, accept the notice at any time before the meeting.

63. No Proxy Notice shall be valid after the expiration of twelve months from the date of its execution.
64. An appointment under a Proxy Notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
65. A vote given in accordance with the terms of a Proxy Notice shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received by the Association before the commencement of the meeting or adjourned meeting at which the proxy is used.
66. Any Proxy Notice shall be in the following form or as near thereto as circumstances will admit:

T.O.F.S.

"I,

of
a Member of the above named Association
hereby appoint
of
and failing him
of
to vote for me and on my behalf at the
(general meeting, Annual General Meeting,
or Adjourned General Meeting, as the case
may be) of the Association to be held on the
day of
and at every adjournment thereof.

As witness in my hand this _____ day of _____, 20____, “

The Proxy Notice shall be deemed to confer authority to demand or join in demanding a poll.

67. 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.
68. Unless a Proxy Notice indicates otherwise, it must be treated as:
 - (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
 - (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.
69. 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 Association by or on behalf of that person.

WRITTEN RESOLUTIONS

70. A written resolution of the Members passed in accordance with these Articles and sections 282 - 283 of the Act shall have effect as if passed by the Members in a general meeting, except that a resolution of the Members removing a Trustee or an auditor before the expiration of his term of office may not be passed as a written resolution.
71. Where a resolution is proposed as a written resolution of the Association, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
72. A copy of the written resolution must be sent to every Member together with a statement informing the Member as to how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
73. A Member signifies their agreement to a proposed written resolution when the Association receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
 - (1) if the document is sent to the Association in hard copy form, it is authenticated if it bears the signature of the person sending it;

- (2) if the document is sent to the Association in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Association or, where no such manner has been specified by the Association, if it is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement.
74. Subject to Article 74, a written resolution is passed when the required majority of eligible Members have signified their agreement to it.
75. A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
76. Communications in relation to written resolutions shall be sent to the Association's auditors in accordance with the Act.
77. The Members may require the Association to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

COUNCIL OF MANAGEMENT

78. Until otherwise determined by Ordinary Resolution, the number of Trustees shall not be less than five nor more than twelve. Those persons appointed as Trustees shall for the period they remain in the Council be directors and charity trustees of the Association.
79. The Council may from time to time and at any time appoint any Trustee to perform a specific role on behalf of the Council (such as Secretary, Treasurer or any other role deemed necessary).
80. The Council may from time to time and at any time co-opt any Member as a member of the Council either to fill a casual vacancy or by way of addition to the Council. However any Member so co-opted shall retain his office only until the next Annual General Meeting, when he shall then be eligible for election to the Council.
81. A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Council.
82. No person who is not a Member shall in any circumstances be eligible to hold office as a Trustee.

ROTATION OF MEMBERS OF THE COUNCIL

83. At every Annual General Meeting, one third of the Trustees for the time being, or if their number is not a multiple of three then the number nearest to one third, shall retire from office, provided that:
- (1) the Trustees to retire shall be those who have been longest in office since their last election or appointment or reappointment;

- (2) as between Trustees of equal seniority, the Trustees to retire shall in the absence of agreement be selected from among them by lot;
 - (3) the length of time a Trustee has been in office shall be computed from his last election or appointment; and
 - (4) a retiring Trustee shall be eligible for re-election.
84. The Association may, at the meeting at which a Trustee retires in accordance with Article 82:
 - (1) fill up the vacated office by electing a person thereto, or
 - (2) in default, the retiring Trustee shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting:
 - (a) it is expressly resolved not to fill such vacated office, or
 - (b) a resolution for the re-election of such Trustee shall have been put in the meeting and lost.
85. Other than a Trustee retiring under Article 82, no person may be eligible for election to the Council at any general meeting unless:
 - (1) that person is recommended by the Council for election, or
 - (2) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Association has received a notice in writing, signed by a Member duly qualified to be present and vote at the meeting which:
 - (a) indicates the Member's intention to propose that person for election as Trustee,
 - (b) states the details of that person which, if they were appointed, would be required to be recorded in the Association's register of directors; and
 - (c) is signed by the person to be proposed to show their willingness to be elected.
86. All those who are entitled to receive notice of a general meeting shall, not less than seven nor more than twenty eight clear days before the date of the meeting, be given notice of any proposal to appoint a Trustee at the meeting, whether on the recommendation of the Council or because the Association has received notice, pursuant to Article 84(2), of a Member's intention to propose an appointment. The requirement to give notice under this Article 85 shall not apply in the case of a Trustee who is to retire by rotation and seek reappointment.
87. Subject to Article 87(1), the Association may from time to time by Ordinary Resolution:

- (1) increase or reduce the number of Trustees,
- (2) determine in what rotation such increased or reduced number shall go out of office, and
- (3) make the appointments necessary for effecting any such increase.

DISQUALIFICATION OF TRUSTEES

88. The office of a Trustee shall be vacated if such Trustee:

- (1) is removed by Ordinary Resolution in accordance with sections 168 and 169 of the Act;
- (2) ceases to be a Trustee by virtue of any provision in the Act or is prohibited by law from being a director;
- (3) is disqualified from acting as a charity trustee by virtue of the Charities Act;
- (4) ceases to be a Member;
- (5) has a bankruptcy order made against him or her, or a composition is made with his or her creditors generally in satisfaction of his or her debts;
- (6) in the written opinion of a registered medical practitioner who is treating the Trustee, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- (7) resigns by written notice to the Association.

POWERS OF THE COUNCIL

89. Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Association's business and may exercise all the powers of the Association for that purpose.
90. No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.
91. A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

PROCEEDINGS OF THE COUNCIL

92. Subject to the provisions of the Articles, the Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

93. The Council may determine the quorum necessary for the transaction of business. Unless otherwise determined, three Trustees for the time being shall be a quorum.
94. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Council generally.
95. If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint a Member as a further member of the Council pursuant to Article 79.
96. All acts bona fide done by any meeting of the Council, or of any committee of the Council, or by any person acting as a Trustee, shall not be invalidated by the subsequent realisation that:
 - (1) the appointment or continuance in office of any such Trustee or person acting as a Trustee was defective; or
 - (2) any or all of them were disqualified; or
 - (3) any or all of them were not entitled to vote on the matter.

CALLING A MEETING OF THE COUNCIL

97. Any Trustee may, or on the request of any Trustee the Secretary shall, at any time and place summon a meeting of the Council by notice.
98. Notice of a meeting must be given to each Trustee (including any Trustee who is absent from the United Kingdom), but need not be in writing, and must specify:
 - (1) the time, date and place of the a meeting;
 - (2) [the general particulars of the business to be considered at the meeting;] and
 - (3) if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
99. Any accidental omission or defect in any such notice, or any accidental failure to give such notice to any Trustee entitled thereto, shall not invalidate any of the proceedings of such meeting so long as a quorum is present thereat.
100. Notice of a meeting of the Council need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Association not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

PARTICIPATION IN MEETINGS OF THE COUNCIL

101. Any Trustee may participate in a meeting of the Council in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.
102. If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

CHAIRING MEETINGS OF THE COUNCIL

103. The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office.
104. If no Chairman is elected pursuant to Article 102, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting or is not willing to preside, the members of the Council present shall choose one of their number to chair the meeting.
105. The Trustees may terminate the appointment of a Chairman at any time.

DECISION-MAKING BY TRUSTEES

106. The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 107.
107. Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

UNANIMOUS DECISIONS BY TRUSTEES

108. A decision of the Trustees is a unanimous decision (a "**Unanimous Decision**"):
 - (1) if all Eligible Trustees indicate to each other by any means that they share a common view on a matter; and
 - (2) had the matter in question been proposed as a resolution at a meeting of the Council, the Eligible Trustees would have formed a quorum at that meeting.
109. A Unanimous Decision may take the form of a resolution in writing (where each Eligible Trustee has signed one or more copies of it or to which each Eligible Trustee has otherwise indicated agreement in writing).

DELEGATION BY TRUSTEES

110. The Council may delegate any of their powers to sub-committees consisting of such Member or Trustee as they think fit, and the committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council.
111. Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
112. The terms of any delegation to a Committee shall be recorded in the minute book.
113. The Trustees may revoke or alter a delegation.
114. All acts and proceedings of any Committee shall be fully and promptly reported to the Trustees.

CONFLICTS OF INTERESTS

115. A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared.
116. A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Association and any personal interest (including, but not limited to, any personal financial interest).
117. If a conflict of interests arises for a Trustee 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 Trustees may authorise such a conflict of interests where the following conditions apply:
 - (1) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - (2) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - (3) the unconflicted Trustees consider it is in the interests of the Association to authorise the conflict of interests in the circumstances applying.

In this Article 116 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 Trustee or to a Connected Person.

MINUTES

118. The Council shall cause the following records to be kept in writing and in permanent form:
- (1) minutes of proceedings at general meetings;
 - (2) minutes of meetings of the Council and of committees of the Council, including the names of the Trustees present at each such meeting;
 - (3) copies of resolutions of the Association and of the Council, including those passed otherwise than at general meetings or at meetings of the Council; and
 - (4) particulars of all appointments of officers made by the Council.

HONORARY OFFICERS

119. The Council may from time to time appoint such patrons and vice-patrons, and such presidents and vice-presidents, and other honorary officers of the Association or of any charitable institution, purpose or appeal from time to time conducted, or undertaken, by the Association as the Council may think fit, and any person may be so appointed whether or not they are a Member or a Trustee.
120. No remuneration (except by way of repayment of out-of-pocket expenses, if any) shall be paid to any person appointed pursuant to Article 118 in respect of any honorary office.
121. Subject to Article 119, any appointment made pursuant to Article 118 shall be for such period and on such terms as the Council shall think fit.

SECRETARY

122. The Council may appoint one of its members to be Secretary for such period, on such terms and to undertake such functions as the Council think fit.
123. No remunerations (except by way of repayment of out-of-pocket expenses, if any) shall be paid to the Secretary in respect of their office.
124. Any person appointed to be the Secretary shall automatically vacate such office on their ceasing to be a Trustee unless such person is thereupon immediately re-elected or deemed to be re-elected a Trustee.

TREASURER

125. The Council may appoint one of its members to be Treasurer for such period, on such terms and to undertake such functions as the Council think fit.
126. No remunerations (except by way of repayment of out-of-pocket expenses, if any) shall be paid to the Treasurer in respect of their office.
127. Any person appointed to be the Treasurer shall automatically vacate such office on their ceasing to be a Trustee unless such person is thereupon immediately re-elected or deemed to be re-elected a Trustee.

ASSOCIATES

128. The Council may by resolution of at least two thirds of Eligible Trustees present at a quorate meeting of the Council grant or revoke (as the case may be) in their absolute discretion the title of Associate to or from any person.
129. Associates have no voting rights and are not liable for the debts of the Association on winding-up.
130. The Council may in its absolute discretion determine, and from time to time amend, the circumstances, conditions and benefits of Associate. Such circumstances, conditions and benefits shall be set out in the Council's governance policy.

THE SEAL

131. The Seal, if any, shall not be affixed to any instrument except by the authority of the resolution of the Council, and in the presence of at least two Trustees, and the said Trustees shall sign every instrument to which the Seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

RECORDS AND ACCOUNTS

132. The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - (1) annual reports;
 - (2) annual returns; and
 - (3) annual statements of account.
133. Accounting records relating to the Association must be made available for inspection by any Trustees at any reasonable time during normal office hours.

134. A copy of the Association's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Association's reasonable costs of fulfilling the request, within two months of such request.

COMMUNICATIONS

135. Subject to any provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way, any notice or other document to be delivered to the Association may be:
- (1) delivered in hard copy or electronic form by hand or by post in a prepaid envelope to the Association's registered office or any other address specified for the purpose by the Association;
 - (2) delivered in electronic form to an address specified for the purpose by the Association; or
 - (3) delivered in any other manner which has been agreed by the Association.
136. Subject to any provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way, any notice or other document to be delivered by the Association may be:
- (1) handed to the intended recipient in hard copy or electronic form;
 - (2) delivered in hard copy or electronic form by hand or by post (or other delivery service) in a prepaid envelope to any of the following addresses:
 - (a) to a person in his capacity as a Member of the Association at his address as shown in the Association's register of members;
 - (b) to a person in his capacity as a Trustee at his address as shown in the Association's register of directors;
 - (c) to any other address specified for the purpose by the intended recipient; or
 - (d) where the Association is unable to obtain an address falling within any of sub-paragraphs (a) to (c) to the intended recipient's last address known to the Association;
 - (3) delivered in electronic form to an address specified for the purpose by the intended recipient;
 - (4) subject to Articles 136 and 137, delivered by means of publication on a website; or

- (5) delivered in any other manner which has been agreed by the intended recipient.
137. Subject to Article 137, a notice or other document may be sent or supplied by the Association to a person by being made available on a website if:
 - (1) the person:
 - (a) has agreed (generally or specifically) that the notice may be sent or supplied to him in that manner; or
 - (b) is taken to have so agreed in accordance with paragraph 10 of schedule 5 of the Act;and has not revoked that agreement; and
 - (2) it is sent or supplied in accordance with part 4 of schedule 5 of the Act.
138. When the Association notifies a Member of the presence of a notice of a general meeting on the website, the notice must:
 - (1) state that it concerns a notice of an Association meeting;
 - (2) specify the place, date and time of the meeting; and
 - (3) be available on the website throughout the period beginning with the date of that notification and ending with the conclusion of the meeting.
139. If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the intended recipient.
140. If a notice or document is sent:
 - (1) by post or other delivery service, it is treated as being delivered:
 - (a) 24 hours after it was posted, if first class post was used; or
 - (b) 72 hours after it was posted or given to delivery agents, if first class post was not used;provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
 - (c) properly addressed; and
 - (d) put into the post system or given to delivery agents with postage or delivery paid;
 - (2) by fax, it is treated as being delivered at the time it was sent;

- (3) by electronic mail, it is treated as being delivered at the time it was sent;
- (4) by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

For the purposes of this Article 139, no account shall be taken of any part of a day that is not a Business Day.

IRREGULARITIES

141. The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

INDEMNITY

142. Subject to Article 142, but without prejudice to any indemnity to which they may otherwise be entitled:
 - (1) every Trustee or former Trustee of the Association shall be indemnified out of the assets of the Association in relation to any liability they incur in that capacity; and
 - (2) every other officer or former officer of the Association may be indemnified out of the assets of the Association in relation to any liability they incur in that capacity.]
143. [Article 141 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

RULES

144. The Trustees may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Association. In particular, but without prejudice to the generality of the above, such rules may regulate:
 - (1) the admission of Members, their rights and privileges and other conditions of membership;

- (2) the conduct of Members in relation to one another and to the Association's employees and volunteers; and
 - (3) the procedure at general meetings and meetings of the Council and committees to the extent that such procedure is not regulated by the Act or by the Articles.
145. The Association in general meeting may alter, add to or repeal the rules by special resolution.
146. The rules shall be binding on all Members and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.