

ARTICLES OF ASSOCIATION

OF

International Wheelchair & Amputee Sports Federation

(IWAS)

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Company number: 02713410
Charity number: 1011552

The Companies Act 2006
Company Limited by Guarantee
Articles of Association
of
International Wheelchair & Amputee Sports Federation (IWAS)
(the “Charity”)

1. Defined terms

1.1 In the Articles, unless the context requires otherwise:

“**Articles**” means the Charity’s articles of association;

“**the Chair**” means the Chair of the Board of Trustees (the President of IWAS) or any person discharging the functions of the Chair;

“**the Charity**” means the company regulated by these Articles;

“**clear days**” in relation to the period of a notice means a period excluding; the day when the notice is given or deemed to be given; and the day for which it is given or on which it is to take effect;

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Charity;

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“**General Assembly**” means a general meeting of the Charity held once every two years in accordance with Article 27;

“**hard copy form**” has the meaning given in section 1168 of the Companies Act 2006;

“**ordinary resolution**” is a resolution passed by a simple majority of the members present and voting at a general meeting (or in the case of a Written Resolution, by members who together hold a simple majority of voting rights);

“**Objects**” means the object of the Charity as set out in Article 4;

“**Regulations**” means any rules, standing order or regulations made in accordance with these Articles;

“**Signed**” means all forms of authentication that are permitted by law;

“**Special Resolution**” a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of Members present and voting at a general meeting, or, in the case of a Written Resolution, by Members who together hold 75% of the voting rights;

“Taxable Trading” means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

“Trustees” means the directors of the Charity;

“Written” or **“in 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.

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts in force on the date when these Articles become binding on the Charity.

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

2. Liability of members

2.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while in membership or within one year after ceasing to be a member, for—

2.1.1 payment of the Charity’s debts and liabilities contracted before ceasing to be a member,

2.1.2 payment of the costs, charges and expenses of winding up, and

2.1.3 adjustment of the rights of the contributories among themselves.

3. Winding up

3.1 If the Charity is wound-up or dissolved, and there remains any assets after all debts and liabilities have been met, the assets must be applied in one or more of the following ways:

3.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as, or similar to the Objects; or

3.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

3.2 The recipient(s) of the remaining assets of the Charity shall be chosen by the Trustees at or before the time of winding-up or dissolution.

4. Objects

The objects of the Charity are primarily but not exclusively the relief of persons around the world with a physical impairment by providing opportunity, and encouraging and facilitating their participation in sporting activities recreation or other leisure time occupation by IWAS.

5. Powers

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

Acquisition, management and disposal of assets

5.2 to buy, take on lease, share, hire or otherwise acquire property of any sort;

- 5.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided that, where applicable, the Charity, and its Trustees, comply with sections 117 to 123 of the Charities Act;
- 5.4 to borrow money and to charge the whole or any part of the property belonging to the Charity as security, provided that if the Charity wishes to mortgage land, the Charity and its Trustees comply with sections 124 to 126 of the Charities Act;
- 5.5 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;

Staff, agents and advisers

- 5.6 subject to Articles 7 and 8, to employ and pay any employees and other staff, consultants, agents and advisers;
- 5.7 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

Funding

- 5.8 to invite and receive contributions or grants, enter into contracts, seek subscriptions and raise funds in any way including by carrying on trade but not by means of Taxable Trading;
- 5.9 to give or receive guarantees or indemnities;

Activities

- 5.10 to promote or undertake study or research and disseminate the useful results of such research;
- 5.11 to produce, print and publish anything in or on any media;
- 5.12 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 5.13 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
- 5.14 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 5.15 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;

Collaboration

- 5.16 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Charity or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;
- 5.17 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;

- 5.18 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 5.19 to co-operate and enter into any arrangements with any person;

Banking and Insurance

- 5.20 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 5.21 to insure any risks arising from the Charity's activities;
- 5.22 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

Investment and Social Investment

- 5.23 to make social investments in accordance with Part 14 A of the Charities Act;
- 5.24 to invest in any investments, securities or properties;
- 5.25 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;
- 5.26 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-
 - 5.26.1 the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
 - 5.26.2 the Managers are under an obligation to report promptly to the Trustees the performance of investments managed by them;
 - 5.26.3 the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;
 - 5.26.4 the Trustees review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation; and
 - 5.26.5 the Managers must not do anything outside the powers of the Charity.
- 5.27 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

Other matters

- 5.28 to do anything else within the law which promotes or helps to promote the Objects.

6. Use of Income and Property (permitted benefits to members)

- 6.1 No part of the Charity's funds and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member, subject to the following exceptions:
 - 6.1.1 A member who is not a Trustee or a Connected Person may:

- (a) be employed by or enter into contracts with the Charity and receive reasonable payments for goods or services supplied;
- (b) receive charitable grants or other assistance where it is to be applied in furtherance of the Objects;
- (c) receive charitable benefits on the same terms as any other beneficiary of the Charity;
- (d) be paid interest at a reasonable rate on money lent to the Charity; and
- (e) be paid a reasonable rent or hiring fee for property let or hired to the Charity.

6.1.2 A member who is also a Trustee or a Connected Person may only receive benefits in accordance with Article 7.

6.2 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 as permitted below under Article 7 "Permitted benefits"

6.3 Nothing in this Article 6 shall prevent a member of the Charity or a Trustee receiving any benefit as a beneficiary (provided that such benefit shall be available in the same form to other beneficiaries who are not Trustees).

7. Permitted benefits to Trustees

7.1 A Trustee or Connected Person must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity, except as set out in Articles 7.2, 7.3 and 7.4.

7.2 A Trustee or Connected Person may receive the following benefits from the Charity:

7.2.1 reasonable and proper remuneration for any goods or services actually rendered to the Charity or a subsidiary of the Charity (excluding the service of acting as a Trustee and services performed by a Trustee as an employee of the Charity), provided that:-

- (a) no more than half of the Trustees may be so remunerated in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);
- (b) no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;
- (c) a Trustee shall not vote on any resolutions relating to their remuneration (or relating to a Connected Person of a Trustee) and the procedure described in Article 8 (Conflicts of Interest) must be followed in considering the remuneration of the Trustee or a Connected Person and in relation to any other decisions regarding the remuneration authorised by this Article;
- (d) the remuneration or maximum remuneration payable to the Trustee or Connected Person shall be set out either in the resolution approving such remuneration or in a Written agreement between the Trustee and the Charity; and
- (e) the Trustees are satisfied that the provision of services by that Trustee on the terms proposed are in the best interests of the Charity.

7.2.2 reasonable interest on the money lent to the Charity;

- 7.2.3 reasonable and proper payment to a company of which the Trustee or Connected Person does not hold a more than 1% of the shares or voting power;
 - 7.2.4 reasonable and proper rent for premises demised or let by any Trustee or Connected Person; or
 - 7.2.5 any payment or benefit with the prior Written approval of Court or the Charity Commission.
- 7.3 A Trustee may also receive the following benefits from the Charity:
- 7.3.1 reasonable out-of-pocket expenses;
 - 7.3.2 reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article 5.22 above; or
 - 7.3.3 any payment to a Trustee under the indemnity provisions in these Articles.
- 7.4 A Trustee may only be employed by, or receive any material benefit from the Charity which is not otherwise authorised in this Article 7, if the remuneration, payment or benefit is authorised by the Court or the Charity Commission.
- 7.5 No Trustee shall vote on or be present during the discussion of, or the authorisation of, any decision in respect of matters set out in Article 7 applicable to that Trustee except where it relates to the approval of the purchase of indemnity insurance pursuant to Article 7.3.2 or the payment of an indemnity pursuant to Article 7.3.3, in each case where such payment is to be made to or for the benefit of a majority of the Trustees.
- 7.6 For the purposes of these Articles, a Trustee is deemed to be connected to:
- 7.6.1 any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his partner or any other family member who is dependent or partially dependent on the Trustee; and
 - 7.6.2 any firm or company in which the Trustee is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares do not give him, or him together with any dependent, a substantial interest (as defined in s.352 Charities Act as being less than one-fifth of the shares or voting power of the relevant company).

8. Conflicts of Interest

- 8.1 For the purposes of this Article 8, "Conflict of Interest" means any direct or indirect interest of a Trustee (whether personally or by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or may conflict with the interests of the Charity, because the Trustee or a Connected Person may receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity.
- 8.2 Subject to Article 8.4, whenever a Trustee is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Trustee must:
- 8.2.1 fully declare the nature and extent of the interest before discussion begins on the matter,

- 8.2.2 withdraw from the meeting or discussion for that item, after providing any information requested by the other Trustees,
 - 8.2.3 not be counted in the quorum for that part of the meeting or decision-making process,
 - 8.2.4 be absent during the vote and have no vote on the matter, and
 - 8.2.5 comply with any other requirement which the other Trustees resolve is necessary.
- 8.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question must be decided by a majority decision of the other Trustees.
- 8.4 When any Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest (if they form a quorum without counting the Trustee and are satisfied that it is in the best interests of the Charity to do so) may by resolution passed in the absence of the Trustee permit the Trustee, notwithstanding any Conflict of Interest which has arisen or may arise for the Trustee, to:
- 8.4.1 continue to participate in discussions leading to the making of a decision, or to vote, or both,
 - 8.4.2 disclose to a third party information confidential to the Charity,
 - 8.4.3 take any other action not otherwise authorised which does not involve the receipt by the Trustee (or a Connected Person) of any payment or material benefit from the Charity, or
 - 8.4.4 refrain from taking any step required to remove the conflict.
- 8.5 Where a Trustee has a Conflict of Interest which has been declared to the Trustees, the Trustee shall not be in breach of that Trustee's duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence, provided that a Trustee may not withhold information relating to a direct or indirect personal benefit for the Trustee.
- 8.6 The Trustees shall observe the other duties and rules in the Companies Acts, and such other rules as the Board adopts, in relation to the management of Conflicts of Interest.
- 8.7 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.

TRUSTEES

9. Appointment of Trustees

- 9.1 The Board of Trustees shall consist of:
- 9.1.1 not fewer than 4 Trustees; and
 - 9.1.2 not more than 9 Trustees.
- 9.2 The Board of Trustees shall be elected in the General Assembly in 2021 and in every 4th year thereafter.
- 9.3 One Trustee shall be elected as President of IWAS (who shall serve as the Chair of the Board) and one trustee shall be elected as Vice-President of IWAS.

- 9.4 Each Trustee will automatically retire at the second General Assembly following their appointment.
- 9.5 Trustees are eligible for re-election provided that no Trustee may serve for a period of more than 12 years in office.
- 9.6 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of article 21.1.

10. Co-option

- 10.1 The Board can appoint anyone as a Trustee to fill a vacancy in the membership of the Board. Any Trustee so appointed shall hold office until the next General Assembly at which Trustees are due to be elected in accordance with Article 9.2.
- 10.2 A person may not be co-opted by the Board more than 2 times.
- 10.3 For the purposes of this Article 10, the Board shall determine how many vacancies there are subject to the minimum and maximum number of Trustees as set out in Article 9.1.

11. Trustees' general authority

- 11.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any Special Resolution.
- 11.2 No alteration of the articles or any Special Resolution shall have retrospective effect to invalidate any prior act of the Trustees.

12. Trustees may delegate

- 12.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the articles:
 - 12.1.1 to such person or committee
 - 12.1.2 by such means (including by power of attorney)
 - 12.1.3 to such an extent
 - 12.1.4 in relation to such matters or territories; and
 - 12.1.5 on such terms and conditionsas they think fit.
 - 12.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.
 - 12.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- ## **13. Members' reserve power**
- 13.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.
 - 13.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

14. Trustees to take decisions collectively

- 14.1 The Board of Trustees must make decisions either by a majority decision at a quorate meeting in accordance with the requirements of these Articles, or by a resolution in Writing in accordance with Article 14.2.
- 14.2 A resolution in Writing Signed by all of the Trustees is as valid as if it had been passed at a properly held meeting of the Board. The resolution may consist of several documents in the same form Signed by one or more of the Trustees.

15. Calling a Trustees' meeting

- 15.1 The Trustees must hold at least 2 meetings in each calendar year.
- 15.2 Notice of any Trustees' meeting must include:
 - 15.2.1 a draft agenda
 - 15.2.2 its proposed date and time
 - 15.2.3 where it is to take place;
 - 15.2.4 if it is anticipated that Trustees participating in the meeting will not be in the same place, how they should communicate with each other during the meeting.
- 15.3 Notice of a Trustees' meeting must be given to each Trustee, but need not be in Writing.

16. Participation in Trustees' meetings

- 16.1 Board 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.
- 16.2 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 16.3 All meetings shall be duly minuted and filed at the Charity's Head Office.

17. Quorum for Trustees' meetings

- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting or a members' meeting.
- 17.2 The quorum for Trustees' meetings is 2 or 50% of the total number of Trustees, whichever is the greater.
- 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than to call a general meeting to enable the members to elect further Trustees or to co-opt further Trustees in accordance with Article 10.

18. Chairing of Trustees' meetings

- 18.1 The IWAS President or (if the IWAS President is unable or unwilling to do so) the IWAS Vice President will preside as Chair of any Trustee meeting.
- 18.2 If both the IWAS President and IWAS Vice President are unable or unwilling to act as Chair, the Trustees may choose another from their number to act as Chair of the meeting.

19. Voting

- 19.1 Matters for decision at any meeting must be decided by a majority of votes and each Trustee has one vote (including the Chair).
- 19.2 If the votes are equal, the Chair has a second or casting vote.

20. Validity of acts done at meetings

- 20.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee, anything done before the discovery is valid.

21. Disqualification, resignation and removal of Trustees

- 21.1 A person ceases to be a Trustee if the Trustee:

21.1.1 is disqualified from being a Trustee by virtue of any provision of the Companies Acts or is prohibited from being a Trustee by law;

21.1.2 becomes bankrupt or makes any arrangement or composition with their creditors;

21.1.3 is considered by the Board to have become incapable, whether mentally or physically, of managing their own affairs and a majority of the other Trustees resolve that they must cease to hold office;

21.1.4 resigns by notice in Writing to the Trustees (but only if at least four Trustees will remain in office when the resignation is to take effect);

21.1.5 is removed from office by the members convening a general meeting and removing the Trustee in accordance with the procedure set out in the Companies Acts;

21.1.6 is removed from office by a resolution of at least 75% of the other Trustees present and voting at a Board meeting provided:

- (a) at least half of the serving Trustees are present at the meeting; and
- (b) that prior Written notice of the meeting and the intention to propose such a resolution has been given to the Trustees in question; or

- 21.2 dies.

MEMBERS

22. Applications for membership

- 22.1 Membership is open to any organisation interested in furthering the Objects and admitted by the Trustees.

22.2 The qualifications for membership and the application process shall be laid down in the Charity's Regulations in accordance with Article 40.

22.3 Any new members admitted shall be presented to the membership at the next General Assembly.

23. Membership Fees

23.1 Each member shall pay the annual membership fees at a rate laid down by the General Assembly from time to time.

23.2 Annual membership fees are due on 31st January of the calendar year to which they apply. If a member does not pay its membership fees within the prescribed deadline, the

Trustees may investigate the reason for non-payment and, recommend that the member be expelled. A member may be expelled in accordance with Article 26.

24. No transfer of Membership

24.1 Membership is not transferrable.

25. Termination of Membership

25.1 A member stops being a member of the Charity if:

25.1.1 the member withdraws from membership of the Charity by giving notice in Writing to the Charity (unless after the resignation there would be fewer than two remaining members);

25.1.2 the member ceases to function or is wound up; or

25.1.3 the member is expelled from the Charity in accordance with Article 26.

25.2 For the avoidance of doubt, any termination of membership under this Article 25 shall not entitle the member to any refund of any payments made to the Charity and any payments which are owing to the Charity shall be paid forthwith.

26. Expulsion of a Member

26.1 The membership may resolve to expel a member from the membership (in accordance with any relevant conditions specified in the Charity's Regulations) by ordinary resolution in general meeting, provided that the member whose removal is proposed is given the opportunity to be heard at the meeting.

27. General Assembly

27.1 The Charity shall hold a biennial general meeting (in the odd years) in addition to any other general meetings. The biennial general meeting must be specified as such in the notices calling it and will be called the General Assembly.

28. General Meetings

28.1 All general meetings except General Assembly meetings are called general meetings.

29. Calling of General Meetings

29.1 The Board may call a general meeting at any time and must call a general meeting within 21 days of a Written request from not less than five per cent. of the Members who have a right to vote at general meetings.

30. Notice of General Meetings

30.1 Subject to Article 30.2, at least 3 calendar months' notice must be given of all general meetings (including General Assembly meetings). The notice must:

30.1.1 indicate the place, date, time and the general nature of the business to be discussed and, if a Special Resolution is to be proposed, set out the exact wording of the Special Resolution;

30.1.2 include a statement informing the members of their right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting;

30.1.3 be given to all of the members, all Trustees and the Charity's auditors.

- 30.2 A general meeting (including a General Assembly meeting) may be called by shorter notice if it is so agreed by not less than 90 per cent. of the Members entitled to attend and vote at it.
- 30.3 General meetings shall also be convened in accordance with the Charity's Regulations to the extent that the Regulations contain relevant provisions.
- 30.4 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

31. Attendance and speaking at a General Meeting

- 31.1 Every member may send up to 2 official delegates to attend a general meeting.
- 31.2 Every delegate shall have the opportunity to speak, although each member shall only have one vote on any resolution proposed, regardless of the number of delegates in attendance. Each member shall nominate one authorised representative who may exercise the member's vote.
- 31.3 The Trustees have the right to attend and speak at a general meeting, but they do not have the right to vote.
- 31.4 General meetings may be held in person only.
- 31.5 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 a meeting.

32. Quorum at General Meetings

- 32.1 No business shall be transacted at a general meeting unless a quorum of members is present in person or by proxy.
- 32.2 A quorum is 50% of the total number of members.
- 32.3 A member may send one authorised representative or one proxy, whom shall be counted in the quorum. Any additional delegates sent shall not count towards the quorum.

33. Adjournment of General Meeting

- 33.1 In the case of a general meeting called by the Board, if a quorum is not present within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present, the members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 33.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution
- 33.3 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 33.4 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 33.5 If no quorum is present at the reconvened meeting within half an hour of the appointed starting time, the Member or Members present at that time shall constitute the quorum for that meeting.

34. Dissolution of General Meeting

- 34.1 In the case of a general meeting called by the members, if a quorum is not present within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present, the meeting must be dissolved.

35. Voting at a General Meeting

- 35.1 Each member may nominate one named authorised representative to attend the meeting and exercise that member's vote, or alternatively the member may appoint a proxy.
- 35.2 Every proposed resolution shall be put to a majority vote except those decisions which require a Special Resolution to be passed in accordance with the law.
- 35.3 Subject to Article 35.4, a resolution put to a meeting shall be decided on a show of hands, unless before the declaration of the result of a show of hands, a poll is demanded. A poll may be demanded by a member present at the meeting in person or by proxy.
- 35.4 A poll shall be used in the following situations:
- 35.4.1 in regard to the election of Trustees;
 - 35.4.2 in regard to the election of persons to sit on any committees;
 - 35.4.3 if a poll is demanded by a member present in person or by proxy and having the right to vote at the meeting.
- 35.5 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting.
- 35.6 The chair of the meeting will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.
- 35.7 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

36. Errors and disputes

- 36.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 36.2 Any such objection must be referred to the chair of the meeting, whose decision is final.
- 36.3 A technical defect in the appointment of a member of which the members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

37. Proxy Notice

- 37.1 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 attend, speak, vote and demand a poll at a meeting of the Charity.
- 37.2 A person holding a proxy may vote on any resolution. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he thinks fit.
- 37.3 An instrument appointing a proxy shall:

- 38.2 A Special Resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 38.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 38.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 39. Written Agreement to Resolution**
- 39.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a written resolution without a meeting being held, provided that:
- 39.1.1 it is in Writing;
 - 39.1.2 a copy of the proposed resolution has been sent to every eligible member;
 - 39.1.3 in the case of a Special Resolution it must be stated on the resolution that it is a Special Resolution, and it must be Signed by at least 75 per cent. of members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
 - 39.1.4 in the case of an Ordinary Resolution it must be Signed by a majority of members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings; and
 - 39.1.5 it is contained in a document which has been received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- 39.2 A written resolution may consist of two or more documents in identical form Signed by members and is passed when the required majority of eligible members have signified their agreement to it.

ADMINISTRATIVE PROVISIONS

40. Regulations

- 40.1 The Charity in general meeting may make such policies, regulations or by-laws 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.

41. Amendments to Articles of Association

- 41.1 This Memorandum and Articles of Association may be amended by in general meeting passing a Special Resolution, but not so as to prejudice the registration of the Charity under the Charities Act 2011.

42. Service of Notices

- 42.1 The Charity may provide notices, accounts or other documents to any member either:
- 42.1.1 in person; or

- 42.1.2 by hand-delivery or ordinary post to the member's registered address;
- 42.1.3 if the member has provided the Charity with an email address, by email to that address (subject to the member having consented to receipt of the notice, documents or accounts in this way); or
- 42.1.4 in accordance with the provisions for communication by website set out below.
- 42.2 If a member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which the member has provided to the Charity for that purpose, or in accordance with the other methods set out in Article 42.1.
- 42.3 If a notice, accounts or other documents are sent by post, they will be treated as having been served by the Charity correctly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Charity receives no indication that they have not been received.
- 42.4 Any notice or other document sent in accordance with these Articles is to be treated as having been received:
- 42.4.1 if sent by post, 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post;
- 42.4.2 if sent by email, 24 hours after having been properly sent; or
- 42.4.3 immediately on being handed to the recipient personally.
- 42.5 The Charity may assume that any e-mail address provided to it by a member remains valid unless the member informs the Charity that it is not.
- 42.6 Where a member has informed the Charity in Writing of their consent, or has given deemed consent in accordance with the Companies Acts, to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if the Charity sends that member a notification informing them that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information 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. No right to inspect accounts and other records

- 43.1 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or documents merely by virtue of being a member.

44. Indemnity

- 44.1 For the purposes of this Article 44, "Relevant Trustee" means any Trustee or former Trustee of the Charity.
- 44.2 Without prejudice to any indemnity to which a Relevant Trustee may otherwise be entitled, the Charity may indemnify every Relevant Trustee, out of the assets of the Charity against all costs and liabilities incurred by the Relevant Trustee or officer in that capacity to the extent permitted by the Companies Acts.

44.3 To the extent permitted by law, the Charity shall provide funds to every Relevant Trustee to meet expenditure incurred or to be incurred by them 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 them as a Relevant Trustee, [provided that he will be obliged to repay such amounts no later than:

44.3.1 if he is convicted in proceedings, the date when the conviction becomes final; or

44.3.2 if judgment is given against him in proceedings, the date when the judgment becomes final; or

44.3.3 if the court refuses to grant him relief on any application under the Companies Acts, the date when refusal becomes final.