

THE COMPANIES ACTS 1948- 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF CONSUMERS' ASSOCIATION**

**Incorporated under the Companies Act 1948
on 18 March 1957**

Company No. 00580128

Amended 18 November 2015, 15 November 2017 and 23 November 2019

The Companies Acts 1948 to 2006
A COMPANY LIMITED BY GUARANTEE

Articles of Association
of
Consumers' Association

1. INTERPRETATION

1.1 In these Articles, unless the context requires otherwise, the capitalised words below have the following meanings:

Association	the charitable company regulated by these Articles.
AGM	the annual general meeting of the Association.
Appropriate Officer(s)	the Trustees, the Chief Executive and officers of the Association (other than the auditors).
Articles	the Articles of Association of the Association, as amended from time to time.
Broad Membership	the Members and any person falling within a category of members established in accordance with Article 8 which has applicable voting rights.
Chair	the chair of Trustees appointed pursuant to Article 21.
Charities Act	the Charities Act 2011, or any numbered section of it, as amended, replaced, re-stated or re-enacted from time to time.
Charity Commission	the Charity Commission for England and Wales.
Chief Executive	a chief executive of the Association, appointed pursuant to Article 24.
Companies Act	the Companies Act 2006, or any numbered section of it, as amended, replaced, re-stated or re-enacted from time to time.
Connected Person	includes: <ul style="list-style-type: none">(a) any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child);(b) the spouse or civil partner of a Trustee or any person falling within (a) (and includes any person with whom a Trustee lives as if they were a spouse or civil partner);(c) a person carrying on business in partnership with a Trustee or with any person falling within (a) or (b);(d) an institution which is controlled: (i) by a Trustee or by any

- person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i), when taken together; and
- (e) a body corporate in which (i) a Trustee or any connected person falling within any of paragraphs (a) to (c) has a **substantial interest**, or (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest;

and '**controlled**' and '**substantial interest**' have the meaning provided in sections 351 and 352 of the Charities Act.

Council of Trustees	the council of the Trustees.
Electronic Form	any document or information sent or supplied in electronic form within the meaning of section 1168 of the Companies Act.
Eligible Trustees	all Trustees who would be eligible to vote on a resolution at a Council of Trustees' meeting.
Exceptional Circumstances	such exceptional circumstances as are more particularly described in the Rules.
General Meeting	a general meeting, including the AGM, of the Association.
Maximum Term	a total period of 9 years in office as a Trustee, whether continuous or not.
Member	a member of the Association for the purposes of the Companies Act and Members means all the members.
Members' Requested Resolution	a request in Writing to the Association from not fewer than 400 Members, or the proportion of Members specified in the Act, whichever is less, to propose a resolution to the next General Meeting.
Nominations Committee	a committee of the Council of Trustees with delegated responsibility for the assessment of the appointment and re-appointment of Trustees.
the Objects	the objects of the Association set out in Article 4.
Officer	the Chair and such other officers as the Trustees may from time to time appoint.
Receipt Date	the deadline for receipt by the Association of a Members' Requested Resolution and/or statement as more particularly described in the Rules.
the Register	the register of Members maintained by the Association.
Rules	such rules as are made from time to time by the Council of Trustees with respect to the carrying into effect of certain provisions of these Articles.
the Secretary	any person appointed to perform the duties of a company secretary in accordance with the Companies Act.
Trustee	a director of the Association and Trustees means all the directors, each of whom is a charity trustee for the purposes of charity law.

in Writing or Written 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 specifically stated otherwise:

1.2.1 Words or expressions bear the same meaning as in the Companies Act;

1.2.2 Words denoting the singular include the plural and vice versa;

1.2.3 Words denoting any one gender include all genders;

1.2.4 Each reference to **person** includes, where context allows, a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality);

1.2.5 Each reference to **notice** in Articles 29 and 30 includes, where context allows, a reference to documents and/or other information; and

1.2.6 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.3 The Companies (Model Articles) Regulations 2008 as amended, modified, replaced, re-stated or re-enacted from time to time shall not apply to the Association.

2. NAME & OFFICE

2.1 The name of the Association shall be Consumers' Association.

2.2 The registered office of the Association shall be situated in England.

3. GUARANTEE

The liability of each Member is limited to not more than £0.50 (fifty pence), 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 debts and liabilities of the Association contracted before the Member ceases to be a Member, and of costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

4. OBJECTS

The objects for which the Association is established are, for the public benefit:

4.1 to advance education in such ways as the Trustees think fit including through:

4.1.1 undertaking, promoting and disseminating impartial, scientific and/or evidence-based analysis of or research into:

(a) the standards of goods and services available to the public as consumers; and

(b) ways in which the quality, safety and availability of such goods and services may be maintained and improved;

4.1.2 promoting and improving knowledge and understanding of:

(a) laws, regulations, public policies and business practices so as to empower consumers in their everyday lives;

- (b) any aspect of public health and in the principles of physical and mental health; and
 - (c) life skills including those relating to personal finance, digital and technology, horticulture and the home;
- 4.2 to uphold and promote compliance with consumer laws, regulations and public policies in particular through the exercise of the Association's statutory powers for the benefit or protection of the rights of consumers;
- 4.3 to protect and promote the safety of consumers; and
- 4.4 to promote the interests of consumers who are restricted from accessing or using goods, services or data because of their youth, age, ill-health, disability, financial hardship or other disadvantage.

5. POWERS

- 5.1 The Association shall have the power to do all such lawful and charitable things that further the Objects (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects) including without limitation:
 - 5.1.1 to raise funds whether or not subject to any special trusts or conditions, provided that the Association shall not undertake any taxable permanent trading activity;
 - 5.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property or asset and to maintain and equip it for use;
 - 5.1.3 to sell, let, or otherwise dispose of or deal with all or any of the property or assets of the Association subject to such consents as may be required by law;
 - 5.1.4 to borrow money and to charge the whole or any part of the property or assets of the Association as security for repayment of money borrowed or as security for a grant or the discharge of an obligation subject in each case to such consents as may be required by law;
 - 5.1.5 to deposit or invest funds, engage a professional fund-manager and arrange for investments or other property of the Association to be held in the name of nominee(s) in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000 as amended, replaced, re-stated or re-enacted from time to time;
 - 5.1.6 to set aside income as a reserve against future expenditure in accordance with a reserves policy;
 - 5.1.7 to acquire, merge with, transfer undertaking to, become a member of, or enter into any partnership or joint venture arrangement with a charity with similar objects;
 - 5.1.8 to exercise the Association's statutory powers in force from time to time including under the Enterprise Act 2002 as amended, replaced, re-stated or re-enacted from time to time;
 - 5.1.9 to promote the Association's activities and to seek to influence public opinion, current or proposed laws, regulations and policies by undertaking campaigning to the extent permitted by law;
 - 5.1.10 to make the payments or provisions described in Article 6;
 - 5.1.11 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Association receiving any consideration or advantage; and

- 5.1.12 to establish subsidiary companies to assist or act as agents for the Association.
- 5.2 Nothing in these Articles shall authorise the Association to apply the funds of the Association in promoting, advocating or supporting or procuring any other person or body to promote, advocate or support any course of action of a political nature, unless such course of action is charitable notwithstanding its political nature.
- 6. USE OF INCOME AND PROPERTY**
- 6.1 The income and property of the Association shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and 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. Provided that this Article shall not prevent any payment or provision in good faith by the Association:
- 6.1.1 of reasonable and proper remuneration to any Member or officer (not being a Trustee), or employee of the Association for any goods or services supplied to the Association;
- 6.1.2 of interest at a reasonable rate on money lent by any Member or Trustee or Connected Person;
- 6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Association by any Member or Trustee or Connected Person;
- 6.1.4 of a Trustee's reasonable out-of-pocket expenses in carrying out their duties and of travelling expenses necessarily incurred by an officer or employee of the Association in carrying out their duties;
- 6.1.5 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee or Connected Person may be a member holding not more than five per cent part of the issued share capital of that company;
- 6.1.6 of any publication published by the Association or its subsidiaries in any format;
- 6.1.7 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees, the Chief Executive and other officers as permitted under Article 31.5;
- 6.1.8 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Association in accordance with Article 31.1;
- 6.1.9 of remuneration to a Trustee or a Connected Person for goods and/or services under a contract with the Association as authorised by Article 6.2;
- 6.1.10 of the payment to any Member or Trustee or Connected Person of charitable benefits in furtherance of the Objects; and
- 6.1.11 in exceptional cases of other payments or benefits (but only with the Written approval of the Charity Commission in advance).
- 6.2 A Trustee may not be an employee of the Association, but a Trustee or a Connected Person may enter into a contract with the Association to supply goods and/or services to the Association in return for a payment or other material benefit if:
- 6.2.1 the goods and/or services are actually required by the Association;
- 6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods and/or services and recorded in an agreement in Writing;

- 6.2.3 the number of Trustees who are interested in any such a contract, either directly themselves or indirectly through a Connected Person, in any financial year of the Association is in the minority; and
- 6.2.4 before entering into such a contract, the Council of Trustees has decided that it is satisfied that it would be in the best interests of the Association, and likely to promote the success of the Association, for the goods and/or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Association for the amount or maximum amount of benefit or payment.

7. MEMBERS

- 7.1 The Members are those people who are admitted as Members in accordance with these Articles.
- 7.2 Only individuals may be Members and their rights are personal and not transferable other than in accordance with the Rules.
- 7.3 Any person who is a subscriber to, or regular purchaser (as defined in the Rules) of, any publication, product and/or services produced by the Association (or any wholly owned subsidiary company of the Association) may apply to become a Member.
- 7.4 The Council of Trustees shall approve an application to become a Member by a person who meets the criteria in Article 7.3 unless the Council of Trustees passes a resolution refusing membership in accordance with Article 7.9.
- 7.5 A person shall become a Member when their application to become a Member is approved by the Council of Trustees and any subscription or other payment due in respect of such membership has been paid.
- 7.6 The names of Members shall be entered in the Register. Where the names of two or more people appear in the Register in a single entry they are jointly a Member.
- 7.7 Every Member's membership shall be subject to the provisions of these Articles and the Rules and every Member shall be deemed to have had knowledge of these Articles and the Rules and to have consented to them at the time of or prior to them becoming a Member.
- 7.8 A Member shall cease to be a Member and their name shall be removed from the Register if:
 - 7.8.1 they resign by giving notice in Writing to the Association;
 - 7.8.2 they die;
 - 7.8.3 any sum payable by them and due to the Association, or any wholly owned subsidiary company of the Association, is not paid within 30 days of its due date; or
 - 7.8.4 the Council of Trustees passes a resolution declaring that in the interests of the Association the Member should cease to be a Member in accordance with Article 7.9.
- 7.9 The Council of Trustees may pass a resolution to:
 - 7.9.1 refuse membership; or
 - 7.9.2 declare that a person's membership of the Association should cease;if such a resolution is passed at a Council of Trustees' meeting of which the relevant person has been given at least 14 days' notice (including notice of the reasons for the resolution) and a reasonable opportunity to make Written representations.

7.10 If there are names of two or more persons in the entry for a Member in the Register, then these Articles, and in particular Articles 7.8, 11.1, 12, 13, 14, 29 and 30 shall be applied to such joint Members in accordance with the Rules.

8. OTHER CATEGORIES OF MEMBERSHIP

8.1 The Council of Trustees may from time to time establish, vary and revoke such other categories of membership as the Council of Trustees considers desirable, including informal or supporter membership but such categories of membership shall not be Members for the purposes of the Companies Act.

8.2 The Council of Trustees shall set out the rights, duties and any obligations of such other categories of membership in the Rules.

9. GENERAL MEETINGS

9.1 The Council of Trustees shall convene and determine the time and place of all General Meetings including General Meetings requisitioned by Members which the Council of Trustees shall convene in accordance with the Companies Act.

9.2 In every calendar year the Association shall hold a General Meeting as its AGM and every AGM shall be held not more than 15 months after the last one.

9.3 The business to be transacted at an AGM shall be set out in the Rules.

9.4 Subject to Article 9.5 the Council of Trustees shall at the expense of the Association circulate to Members:

9.4.1 notice of any Members' Requested Resolution that may be properly moved and is intended to be moved at the next General Meeting; and

9.4.2 any statement of not more than 1,000 words regarding the matter referred to in the Members' Requested Resolution or the business to be dealt with at the next General Meeting.

9.5 The Association must receive such a Members' Requested Resolution and/or statement no later than the Receipt Date or such later date as the Council of Trustees (acting in its sole discretion) may permit.

9.6 The Rules shall provide for the Council of Trustees to consider governance issues raised by Members other than at the AGM (including, for example, by establishment of a standing committee of the Council of Trustees) and report back on its conclusions to all Members in such manner as it sees fit.

10. NOTICE OF GENERAL MEETINGS

10.1 Notice of General Meetings shall be given as more particularly described in the Rules and in any event in accordance with the Companies Act.

10.2 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1 The quorum for the transaction of business at a General Meeting is 35 Members present in person or by proxy save that no proxy who is also a Member shall count more than once towards the quorum.

- 11.2 The Chair shall preside at General Meetings unless they are unable, unwilling or absent, in which case a person will be selected to preside in accordance with the Rules.
- 11.3 The chairman of a General Meeting may in their absolute discretion adjourn the meeting from time to time and from place to place.
- 11.4 The Council of Trustees may in its absolute discretion arrange the General Meeting so as to allow a Member to participate in a General Meeting by electronic means provided they can hear and be heard by all other participants. Taking part in this way will be treated as being present at the General Meeting and counting towards the quorum and a vote on a show of hands will be deemed to include a vote by electronic means by such Members.
- 11.5 General Meetings shall otherwise be dissolved, adjourned and reconvened in accordance with the Rules.

12. VOTING BY THE MEMBERS

- 12.1 On a vote on an ordinary resolution or a special resolution taken at a General Meeting on a show of hands:
- 12.1.1 each Member present in person has one vote; and
 - 12.1.2 subject to the Companies Act, each proxy present who has been duly appointed by one or more Members has one vote.
- 12.2 On a vote on an ordinary resolution or a special resolution taken at a General Meeting by poll each Member present in person or by proxy has one vote.
- 12.3 An ordinary resolution or special resolution put to the vote of a General Meeting shall be decided on a show of hands unless a poll is demanded before or upon the declaration of the result of the show of hands, save that no poll may be demanded in respect of:
- 12.3.1 the election of the chair of the General Meeting; or
 - 12.3.2 the adjournment of the General Meeting.
- 12.4 On a show of hands, a declaration by the chair of the General Meeting that a resolution has passed or failed shall be conclusive without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 12.5 On a poll, the result of a poll becomes the resolution of the General Meeting at which the poll was demanded.
- 12.6 If there is an equality of votes, whether on a show of hands or on a poll, the chair of the General Meeting has a second or casting vote.

13. VOTING BY THE BROAD MEMBERSHIP

- 13.1 All resolutions of the Broad Membership (other than those resolutions relating to the procedure of the meeting itself, or the conduct of members) shall be taken by poll.
- 13.2 On a vote on a resolution of the Broad Membership, each person entitled to vote shall have one vote.
- 13.3 Articles 12.5 and 12.6 shall apply to all resolutions of the Broad Membership together with such other requirements as are set out in the Rules.

14. PROXIES

- 14.1 A Member who is entitled to attend and vote at a General Meeting may appoint another person as proxy to attend and vote instead of them in all matters.
- 14.2 The appointment of a proxy shall conform with the Rules and be in such form appropriate to the circumstances as the Council of Trustees shall approve.
- 14.3 A vote exercised by proxy is valid even if the proxy has been revoked or terminated unless notice of its revocation or termination is received by the Association before the start of the General Meeting at which the vote is exercised or (where a poll is not taken on the same day as the General Meeting) before the opening of the poll.

15. APPOINTMENT AND APPROVAL OF TRUSTEES

- 15.1 Unless otherwise determined by an ordinary resolution of the Members, the number of Trustees shall not be less than nine nor more than fifteen, and the Council of Trustees shall determine the number of vacancies in any given year within these limits.
- 15.2 Subject to Articles 15.5 and 15.6, the Council of Trustees shall appoint and re-appoint Trustees in accordance with the following conditions:
 - 15.2.1 the Council of Trustees shall only appoint a Trustee if they are a Member and have signed a declaration of eligibility and willingness to act in accordance with these Articles and the Rules;
 - 15.2.2 the Council of Trustees shall not appoint or re-appoint a Trustee unless they have been recommended for appointment or re-appointment by the Nominations Committee; and
 - 15.2.3 the Council of Trustees may only re-appoint a Trustee who has held office for the Maximum Term if it determines that Exceptional Circumstances have arisen.
- 15.3 At every AGM any Trustee:
 - 15.3.1 who has been appointed or re-appointed by the Council of Trustees since the last AGM; or
 - 15.3.2 who held office at the time of the two preceding AGMs and whose continuation in office was not proposed and approved by a resolution of the Broad Membership at either of them; or
 - 15.3.3 who has held office for the Maximum Term;must either have their continuation in office approved by a resolution of the Broad Membership or retire with effect from the end of that AGM.
- 15.4 A Trustee whose appointment or continuation in office is approved by a resolution of the Broad Membership under Article 15.3 may continue in office.
- 15.5 A Trustee whose appointment or continuation in office is proposed, but not approved, by a resolution of the Broad Membership under Article 15.3 shall not be appointed or re-appointed as a Trustee until, at the earliest, the third AGM after they ceased to hold office.
- 15.6 The transitional provisions set out in the Rules shall apply to those Trustees in office on the date that these Articles are adopted by the Members provided that all such Trustees have had their continuation in office approved by a resolution of the Broad Membership at or before the 2022 AGM.

16. POWERS OF THE TRUSTEES AND ADOPTION OF RULES

- 16.1 Subject to the provisions of the Companies Act and these Articles and to any directions given by a special resolution of the Members, the Council of Trustees shall manage the Association and may exercise all the powers of the Association.
- 16.2 The Council of Trustees may adopt, amend and revoke the Rules, which shall be binding on the Broad Membership and the Rules shall be published together with any variation to them on the Association's website.
- 16.3 In the event of any inconsistency between the Articles and the Rules, the Articles shall take precedence.

17. THE COUNCIL OF TRUSTEES' MEETINGS

- 17.1 The Council of Trustees shall meet regularly at such intervals, times and places as it from time to time decides and may regulate the Council of Trustees' meetings as it thinks fit.
- 17.2 The Secretary shall call the Council of Trustees' meetings by giving notice in Writing to all Trustees.
- 17.3 An Officer or any three Trustees may require a Council of Trustees' meeting to be convened.
- 17.4 The quorum for the Council of Trustees' meetings shall be one third of the Trustees, subject to a minimum of three Trustees.
- 17.5 The Council of Trustees may act even if there is a vacancy provided there is a quorum of Trustees. If the number of Trustees is less than the quorum the Trustees may fill vacancies on the Council of Trustees pursuant to Article 15.2 or call a General Meeting but may not act for any other purpose.
- 17.6 Subject to Article 17.7, if a question arises as to the right of a Trustee to participate in a Council of Trustees' meeting or a decision, the question shall be referred to the Chair whose ruling in relation to any Trustee other than the Chair shall be final and conclusive.
- 17.7 If a question arises as to the right of the Chair to participate in a Council of Trustees' meeting or a decision, the question shall be decided by a decision of the Eligible Trustees whose decision shall be final and conclusive.
- 17.8 A Trustee may participate fully in a Council of Trustees' meeting by electronic means provided they can hear and be heard by all other participants. Taking part in this way will be treated as being present at the Council of Trustees' meeting and counting towards the quorum.

18. THE COUNCIL OF TRUSTEES' DECISIONS

- 18.1 Decisions at a Council of Trustees' meeting shall be decided by a majority of votes. Every Eligible Trustee present at the Council of Trustees' meeting shall have one vote save that in the case of an equality of votes the chair of the Council of Trustees' meeting shall have a second or casting vote.
- 18.2 Decisions taken in Writing shall be decided by a majority of Eligible Trustees and shall be as valid and effectual as if it had been passed at a Council of Trustees' meeting.
- 18.3 The Council of Trustees' decisions shall otherwise be taken in accordance with the Rules.

19. CONFLICTS OF INTEREST

- 19.1 To the extent required by law every Trustee shall disclose to the Association all matters in which they have or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Association.

Conflicts of loyalty

- 19.2 To the extent required by law every Trustee shall avoid situations in which they have (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Association. Where a Trustee is unable to avoid such a situation, this obligation is not infringed if:
- 19.2.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
 - 19.2.2 the matter has been proposed and authorised by the Trustees in the manner set out in Article 19.3.
- 19.3 A matter proposed to the Council of Trustees, in relation to which a Trustee has or could have an interest, may only be authorised by the Trustees where:
- 19.3.1 subject to Article 19.4, any requirements as to the quorum at the Council of Trustees' meeting at which the matter is considered is met without counting the Trustee in question;
 - 19.3.2 the matter is authorised without the Trustee in question voting on the matter (or would have been agreed to had their vote not been counted); and
 - 19.3.3 the Trustee in question is absent from the Council of Trustees' meeting for that item unless expressly invited to remain to provide information.
- 19.4 Where there are insufficient Eligible Trustees to form a quorum at a Council of Trustees' meeting (or part of it) the Eligible Trustees present shall be deemed to form a quorum for the purpose of authorising the matter proposed to them under Article 19.2.2 provided that:
- 19.4.1 they are satisfied that the Trustee in question will not receive any direct or indirect benefit other than one permitted by these Articles; and
 - 19.4.2 the total number of Trustees at the Council of Trustees' meeting is equal to or higher than the usual quorum for the Council of Trustees.

Conflicts in a transaction or arrangement

- 19.5 Subject to Article 19.6, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Association, the Trustee must:
- 19.5.1 declare the nature and extent of that interest either at a Council of Trustees' meeting or by Written notice before the Association enters into the transaction or arrangement;
 - 19.5.2 be absent from the Council of Trustees' meeting for that item unless expressly invited to remain in order to provide information;
 - 19.5.3 not be counted in the quorum for that part of the Council of Trustees' meeting; and
 - 19.5.4 be absent during any vote and have no vote on the matter (whether in a Council of Trustees' meeting or by Written resolution).
- 19.6 Notwithstanding Article 19.5, a Trustee who is interested in a proposed transaction or arrangement with the Association may participate in the decision-making process and count towards the quorum for that part of the Council of Trustees' meeting, and be permitted to vote, if the proposed transaction or arrangement:
- 19.6.1 cannot reasonably be regarded as likely to give rise to a conflict of interest for an interested Trustee;

- 19.6.2 is one which applies to the interested Trustee in question in common with other third parties and there is no benefit to the interested Trustee in question over and above that afforded to other third parties;
- 19.6.3 is with a charity of which an interested Trustee is a charity trustee or with which they are otherwise connected and is in furtherance of the Objects and the proposed transaction or arrangement is not one which confers a personal benefit on the Trustee or a Connected Person;
- 19.6.4 is with a company which is wholly owned by the Association (or the Association and other charities) and the Trustee does not have an interest otherwise than as an unpaid director of that company and the proposed transaction or arrangement is not one which confers a personal benefit on the Trustee or a Connected Person; or
- 19.6.5 the proposed transaction or arrangement will create a benefit so negligible or minimal that it could not reasonably be regarded as giving rise to a conflict of interest.

20. VALIDITY

All acts done in good faith at a Council of Trustees' meeting, or by any committee established under Article 22, or by any person acting as a Trustee or a committee member shall be valid even if it is afterwards discovered that there was some defect in an appointment, or in any continuance in office of any person, or that a person was disqualified.

21. CHAIR & OTHER OFFICERS

- 21.1 The Council of Trustees may from time to time appoint and remove a Chair and such other officers as it deems desirable in accordance with the Rules.
- 21.2 The Chair shall preside over the Council of Trustees' meetings except where otherwise provided by the Rules.

22. DELEGATION

- 22.1 The Council of Trustees may delegate the administration of any of its powers to individual Trustees or to committees of Trustees and any such delegated authority must be used in accordance with the Rules.
- 22.2 The Council of Trustees may appoint any person or people who are not Trustees to serve as independent members on a committee, but any such committee must have at least one Trustee on it at all times.
- 22.3 All acts and proceedings taken under such delegated authority must be reported to the Council of Trustees as soon as reasonable.
- 22.4 Any committee of the Council of Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.
- 22.5 Committee meetings and proceedings shall otherwise be conducted in accordance with the Rules.

23. TERMINATION OF OFFICE FOR TRUSTEES

- 23.1 A Trustee shall cease to be a Trustee:
 - 23.1.1 on giving notice in Writing of their resignation to the Chair;

- 23.1.2 if the Trustee is not re-appointed by the Council of Trustees, on the expiry of their current term in office;
- 23.1.3 if the Broad Membership does not approve by resolution their appointment or re-appointment as a Trustee, in accordance with Article 15.3;
- 23.1.4 on failing to attend three consecutive Council of Trustees' meetings without the permission of the Chair;
- 23.1.5 on the passing of a resolution of the Council of Trustees to remove them from office on the basis that in the Council of Trustees' reasonable opinion, their conduct or behaviour is detrimental or inconsistent with the interests of the Association or otherwise in breach of any code of conduct in place from time to time;
- 23.1.6 on ceasing to be a Member of the Association;
- 23.1.7 on becoming automatically disqualified from being a trustee under the Charities Act;
- 23.1.8 on death;
- 23.1.9 on receipt by the Association of a Written opinion addressed to the Association from a registered medical practitioner who is treating the Trustee stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- 23.1.10 if the Members remove them from office in accordance with the Companies Act.

24. CHIEF EXECUTIVE

- 24.1 A Chief Executive may be appointed by the Council of Trustees to conduct the business of the Association on the Council of Trustees' behalf and under its direction.
- 24.2 The person appointed to be the Chief Executive shall be a Member.

25. SECRETARY

A Secretary (who need not be a Trustee) may be appointed by the Council of Trustees upon such terms as it may think fit.

26. MINUTES & RECORDS

- 26.1 Minutes shall be kept recording the proceedings and resolutions of General Meetings, the Council of Trustees' meetings, committee meetings.
- 26.2 A record shall be kept of the Council of Trustees' decisions in Writing.

27. ACCOUNTS

- 27.1 Proper accounting records shall be kept in accordance with the relevant provisions of the Companies Act, the Charities Act and the Statement of Recommended Practice issued by the Charity Commission and any modification or replacement of it from time to time.
- 27.2 The Council of Trustees shall decide to what extent the Members shall have the right to inspect any (and if so which) accounting records and on what terms, and apart from that, no Member shall be entitled to inspect any accounting record.

28. ANNUAL REPORT & ANNUAL RETURN

The Trustees shall comply with their obligations under the Charities Act with regard to the preparation of any annual report and annual return and their submission to the Charity Commission.

29. NOTICES, DOCUMENTS & OTHER INFORMATION

- 29.1 Any notice to be given to or by any person under these Articles shall be in Writing.
- 29.2 A notice may be served:
- 29.2.1 personally;
 - 29.2.2 by sending it by first class post in a prepaid envelope addressed to a person's address or last known address and as it appears on the Register in the case of Members;
 - 29.2.3 by leaving it at their last known address; or
 - 29.2.4 by any appropriate means using Electronic Form.
- 29.3 "Address" in relation to electronic communications, includes any number or address used for the purpose of such communications.
- 29.4 A person whose address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be served is entitled to service of such notices at that address, but otherwise such a person is not entitled to receive any notice from the Association.
- 29.5 Any notice if served by post, shall be deemed to have been served 48 hours after it was posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted in accordance with Article 29.2.2.
- 29.6 Any notice contained in an electronic communication shall be deemed to have been delivered 48 hours after the communication was sent and electronic confirmation of receipt shall be conclusive evidence that the notice was served.
- 29.7 If a notice posted on a website used by the Association was already on that website at the time the notice was sent, the notice will be deemed to have been sent on the day the notice was sent. If the notice was not on a website used by the Association on the date the said notice was sent then it will be deemed to have been sent on the day on which the notice appeared on the website.

30. WEBSITE COMMUNICATION

- 30.1 The Association may send any notice to Members by making them available on a website used by the Association provided that:
- 30.1.1 each Member has been asked individually by the Association to agree to communication via such a website (either generally or in relation to a specific notice);
 - 30.1.2 the Association's request states clearly that if the Member fails to respond to the request within twenty-eight days of the date on which the request is sent, they will be deemed to have given such consent; and
 - 30.1.3 the Association's request is not sent less than twelve months after a previous request made to the Member in relation to a similar class of documents.
- 30.2 The Association must notify each Member who has agreed to receive communications through a website used by the Association of the presence of the notice on the website, the website address, the place on the website where the notice can be found and how to access the notice.

- 30.3 Any notice posted on the Association's website must be in a form that the Member can read and take a copy. The notice must be available on the website for either twenty-eight days from the date the notification was sent to the Member or for such other period as may from time to time be specified in the Companies Act.
- 30.4 A person present in person or by proxy at any meeting of which they were entitled to have notice is deemed to have received notice of the meeting and of the purposes for which it was called.
- 30.5 The accidental omission to give notice of a meeting to any person entitled to receive notice of it or the apparent non-receipt of such notice by any person does not invalidate any resolution passed at the meeting or any other proceeding at it.

31. INDEMNITY & INSURANCE

- 31.1 Subject as provided in Article 31.4 the Appropriate Officers shall be indemnified out of the funds of the Association against any liability, loss or expenditure incurred in defending any civil or criminal proceedings that relate to anything done or omitted to be done (as well as anything alleged to be done or omitted to be done) in the course of or arising out of their role with, responsibilities to or duties for the Association.
- 31.2 Subject as provided in Article 31.4 the indemnity shall apply to cases where judgement is given in favour of the Appropriate Officers or where those Appropriate Officers are acquitted and to cases that are disposed of without any finding or admission of guilt or dishonesty on the part of the Appropriate Officers. The indemnity shall apply to any liabilities, loss or expenditure incurred in connection with any applications in which relief is granted by the court for liability in respect of any such act or omission.
- 31.3 Subject as provided in Article 31.4 the Appropriate Officers shall be indemnified out of the funds of the Association against liability for damages, costs and other liability incurred by them or which they may become liable to pay for defamation or slander of goods. But the indemnity shall not apply if at the time of the publication of the matter complained of they knew that the matter was defamatory and did not reasonably believe that there was a good defence to any action brought upon it.
- 31.4 Nothing in Articles 31.1 to 31.3 inclusive shall be deemed to indemnify any Appropriate Officer of the Association to a greater extent than is permitted by section 232 of the Companies Act.
- 31.5 Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Association for the benefit of any Trustee, Chief Executive or other officer, of the Association against any liability which may attach to them or loss or expenditure which they may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee, Chief Executive or other officer.

32. ALTERATIONS TO THESE ARTICLES

- 32.1 No alterations to these Articles may be made which would cause the Association to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a General Meeting.
- 32.2 Alterations may only be made to:
- 32.2.1 the Objects; or
 - 32.2.2 to any clause in these Articles which directs the application of property on dissolution; or
 - 32.2.3 to any clause in these Articles which provides the Trustees (or any one of them) with any benefit,
- with the Charity Commission's prior Written consent where this is required by law.

32.3 The Association shall inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles issued must contain such alterations.

33. DISSOLUTION

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 (except where a Member is also a charity with similar objects) but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under, or by virtue of Article 6. Such charitable institution or institutions to be determined by the Members, at or before the time of dissolution, or in default by the Charity Commission. If and in so far as effect cannot be given to such provision then, such property shall be given to some other charitable object.