

Dated

December 2025

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BRITISH PREGNANCY ADVISORY SERVICE

COMPANY No 1803160

REGISTERED CHARITY No 289145

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1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

AGM: means an annual general meeting of the Members in accordance with Article 10.3;

Articles: means the Charity's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Charities Act: means the Charities Act 2011;

Charity: means British Pregnancy Advisory Service, which is a charitable company regulated by the Articles;

Charity Commission: means the Charity Commission for England and Wales;

Circulation Date: in relation to a written resolution, has the meaning given to it in the Act;

Clear Days: in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

Connected Person: means any person falling within one of the following categories:

- a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or
- b) the spouse or civil partner of any person in (a); or
- c) any person who carries on business in partnership with a Director or with any person in (a) or (b); or
- d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together;
- e) a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

Director: means a director of the Charity. The Directors are charity trustees as defined in the Charities Act;

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

Electronic form and electronic means: have the meaning given to such terms in section 1168 of the Act;

General meeting: means all other general meetings of the Members other than an AGM;

Member: means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*);

Objects: means the objects of the Charity as stated in Article 2;

Special Resolution: has the meaning given in section 283 of the Act;

United Kingdom: means Great Britain and Northern Ireland; 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.

- 1.2 *(Explanatory note: the Directors of the Charity are the trustees and are also the Members of the Charity.)* Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Charity.

2 **OBJECTS**

- 2.1 The Charity's objects are exclusively for charitable purposes for the public benefit in the United Kingdom and overseas to:
- 2.1.1 advance and promote health and healthcare in relation to sexual and reproductive health, reproductive choice, and all services ancillary thereto;
- 2.1.2 provide advice, treatment and assistance to the general public on reproductive health as may be required in connection therewith and otherwise in the alleviation or relief of ill health or distress with power to establish and operate (whether alone or in co-operation with any other body or individual) clinical or medical advisory centres for the benefit of such persons;
- 2.1.3 provide and promote education and research on the subject of reproductive health, reproductive choice, pregnancy, the termination of pregnancy and the effects thereof upon women and men whether physical, medical, psychological, social or otherwise;
- 2.2 Subject to Article 3.16, nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with any statutory provision

regarding the meaning of the word “charitable” or the words “charitable purposes” in force in any part of the United Kingdom.

3 **POWERS**

In pursuance of the Objects, but not further or otherwise, the Charity has the power to:

- 3.1 establish, build, own, operate, take over and maintain clinics, day centres and other healthcare facilities, services and associated functions including through the acquisition of a company or companies or other incorporated associations or entities owning or managing the same (whether charitable or non-charitable) and thereafter to manage and/or operate such clinics, day centres and other healthcare facilities whether belonging to the Charity or not;
- 3.2 purchase, take on, lease or in exchange, hire or otherwise acquire any freehold or leasehold property or properties, personal property and any rights or privileges which the Charity may think necessary in the United Kingdom and overseas for the achievement and promotion of its Objects and to construct, maintain, alter and improve any buildings or other erections necessary for the work of the Charity (whether or not required for occupation for the purposes of the Charity);
- 3.3 sell, let, mortgage, charge dispose of or turn to account all or any of the property or assets of the Charity as may be necessary for the achievement and promotion of its Objects;
- 3.4 undertake and execute any charitable trusts which may lawfully be undertaken by the Charity (in its capacity as a body corporate established for charitable purposes only) being trusts conducive to the achievement and promotion of its Objects and to transfer to and vest any property of the Charity in such other trust corporation or trustees as may from time to time exist and to appoint a custodian trustee (or trustees) of the property of the Charity;
- 3.5 enter into and carry into effect agreements with corporations and other organisations and with physicians, surgeons and other qualified medical practitioners and with counsellors, psychotherapists, psychiatrists, as well as those qualified in professions ancillary to medicine and members of the nursing profession generally and persons in any professions similar to the above, or otherwise engaged in work which shall further the attainment of all or any of the Objects of the Charity;
- 3.6 enter into and carry into effect agreements or arrangements with Governments, whether in the UK or overseas, or public authorities, hospitals, insurance companies and providers or operators of healthcare facilities of all descriptions;
- 3.7 borrow or raise money for the purposes of the Charity on such terms and on such security as may from time to time be determined by the Charity;
- 3.8 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 the Objects of the Charity or calculated to further such Objects;
- 3.9 establish, support, acquire and to aid in the establishment, support or acquisition of any other company or body of persons or any shares in or part of any of the same formed for all or any of the Objects of the Charity or for the purpose of raising funds for the Charity;
- 3.10 invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may from time to time be determined by the Charity subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject to the provisions of these Articles of the Charity;
- 3.11 invite, accept and issue appeals for subscriptions, donations (whether of real or personal estate) and bequests for all or any of the Objects of the Charity and to make reports (whether periodical or otherwise) to any donor or subscribers;

- 3.12 publish and publicise (so far as permitted by the laws of England relating to charities) the results of the Charity's research and other activities and to provide information and advice generally on the Objects of the Charity whether by books, pamphlets, periodicals, advertisements, lectures, films, broadcasting, television, instruction or courses or by the use of any other media;
- 3.13 employ and pay any person or persons as officers and employees of the Charity to supervise, organise and carry out the work of the Charity and to make all reasonable provision for the payment of pensions or superannuation to or on behalf of such persons or their dependents as may be required for the purposes of the Charity;
- 3.14 take out such insurance policies as are necessary to protect the Charity;
- 3.15 do all such other things as are necessary for the attainment of the above Objects or any of them and which may lawfully be done by a body established for charitable purposes only,

PROVIDED that

- 3.16 in case the Charity shall take or hold any property subject to specific trusts the Charity shall only deal with or invest the same in accordance with the provisions of the instrument (if any) regulating such trusts and as the law may allow;
- 3.17 the Charity shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which would make the Charity a trade union.

4 APPLICATION OF INCOME AND PROPERTY

- 4.1 The income and property of the Charity shall only be applied to promote the Objects.
- 4.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 4.2.1 a benefit to any Member in the capacity of a beneficiary of the Charity;
 - 4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that Article 5 applies if such a Member is a Director;
 - 4.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate;
 - 4.2.4 reasonable and proper rent for premises demised or let by a Member to the Charity;
 - 4.2.5 any payment to a Member who is also a Director which is permitted under Article 5; and
 - 4.2.6 any payment of premiums to purchase or maintain any Director, trustee or officer's liability insurance.

5 BENEFITS AND PAYMENTS TO DIRECTORS AND CONNECTED PERSONS

- 5.1 A Director:
 - 5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
 - 5.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;

- 5.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in Article 33;
 - 5.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this Article 5.
- 5.2 Unless the benefit or payment is permitted under Article 5.3, no Director (including a Member who is also a Director) or Connected Person may:
- 5.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 5.2.2 sell goods, services, or any interest in land to the Charity;
 - 5.2.3 be employed by, or receive any remuneration from the Charity; or
 - 5.2.4 receive any other financial benefit from the Charity.
- 5.3 A Director or a Connected Person may:
- 5.3.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Directors do not benefit in this way;
 - 5.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
 - 5.3.3 subject to Article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Director or Connected Person;
 - 5.3.4 receive reasonable and proper rent for premises let to the Charity;
 - 5.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;
 - 5.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and
 - 5.3.7 receive or retain any payment or benefit for which prior written authorisation has been obtained from the Charity Commission.
- 5.4 The Charity and its Directors may only rely on the authority provided by Article 5.3.3 if each of the following conditions is satisfied:
- 5.4.1 the amount or maximum amount of the payment for the goods:
 - 5.4.1.1 is set out in an agreement in writing between the Charity and the Director or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;
 - 5.4.1.2 does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 5.4.2 the other Directors are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Director or Connected Person. In reaching that decision, which must be recorded in the minutes of the

meeting, the Directors must balance the advantages of contracting with a Director against the disadvantages of doing so;

5.4.3 the Supplier:

5.4.3.1 is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;

5.4.3.2 does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting; and

5.4.4 a majority of the Directors then in office are not in receipt of remuneration or payments authorised by Article 5.

5.5 In Article 5.3 and 5.4, the "Charity" includes any company in which the Charity:

5.5.1 holds more than 50% of the shares; or

5.5.2 controls more than 50 % of the voting rights attached to the shares; or

5.5.3 has the right to appoint one or more Directors to the company.

5.6 A Director's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this Article 5.

6 WINDING UP

6.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Charity's remaining assets**) shall not be paid or distributed to the Members but shall be applied or transferred:

6.1.1 directly for one or more of the Objects;

6.1.2 to any charity or charities for purposes similar to the Objects; or

6.1.3 to any charity or charities for particular purposes falling within the Objects.

6.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to Article **Error! Bookmark not defined**.6.1, 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 Directors at or before the time of winding up or dissolution.

6.3 In the event that no resolution is passed by the Members or by the Directors in accordance with this Article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

7 LIABILITY OF MEMBERS

7.1 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 he is a Member or within one year after he ceases to be a Member, for:

7.1.1 payment of the Charity's debts and liabilities contracted before he ceases to be a Member,

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

7.1.3 adjustment of the rights of the contributories among themselves.

8 MEMBERS

- 8.1 The Directors from time to time shall be the only Members. A Director shall become a Member on becoming a Director.
- 8.2 The Charity shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.
- 8.3 Membership is not transferable.

9 TERMINATION OF MEMBERSHIP

- 9.1 A Member shall cease to be a Member if they:
- 9.1.1 cease to be a Director; or
 - 9.1.2 die.

10 GENERAL MEETINGS OF MEMBERS

- 10.1 The Directors may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.
- 10.1A A General meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.
- 10.2 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.
- 10.3 The Members may hold an AGM once every calendar year at such time and place to be determined by the Directors.
- 10.4 No business shall be transacted at any general meeting unless a quorum is present. A quorum is two Members who are present either in person or remotely (in accordance with Article 10.1A) and who are entitled to vote on the business to be conducted at the meeting.
- 10.5 The chair of Directors shall chair general meetings of the Charity. If the chair is absent or otherwise not present within 15 minutes of the time appointed for the meeting, a Director elected by the Directors present, being a chair of one of the Charity's committees, shall chair the meeting.
- 10.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 10.7 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 10.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 10.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

11 WRITTEN RESOLUTIONS

- 11.1 Subject to Article 11.4, a written resolution of the Members passed in accordance with this Article 11 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 11.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members;
or
 - 11.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 11.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 11.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 11.4 A Members' resolution under the Act removing a Director or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 11.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 11.6 A Member signifies their agreement to a proposed written resolution when the Charity 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:
- 11.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - 11.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 11.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 11.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 11.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
- 11.10 The Members may require the Charity 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.

12 DIRECTORS

- 12.1 The number of Directors shall not be less than five and, subject to Article 12.2, the maximum number of Directors shall be twelve.

12.2 If the number of Directors appointed at any one time is twelve, the Directors may by unanimous decision appoint an additional Director for an interim period of time, such appointment to be no longer than 3 months save for the Directors being able to shorten or extend the interim period by unanimous decision, provided that for the avoidance of doubt such interim period shall be no longer than 12 months.

12.3 The first Directors shall be those persons whose names are notified to Companies House as the first Directors on incorporation.

12.4 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Directors.

13 POWERS OF DIRECTORS

13.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Directors shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.

13.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Directors.

13.3 A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

14 APPOINTMENT OF DIRECTORS

14.1 Any person who is willing to act as a Director, and who is permitted by law to do so, may be appointed to be a Director by resolution of the Directors.

14.2 Where a maximum number of Directors has been fixed, the appointment of a Director must not cause that number to be exceeded.

15 RETIREMENT OF DIRECTORS

15.1 The usual term of office for a Director shall be three years, at the end of which they shall retire. Subject to Article 15.2, a Director shall be eligible for reappointment by the Directors for up to a further two terms, each of three years.

15.2 No Director shall serve for more than nine consecutive years, unless the Directors consider it would be in the best interests of the Charity for a particular Director to continue to serve beyond that period and that Director is reappointed in accordance with the Articles.

16 DISQUALIFICATION AND REMOVAL OF DIRECTORS

A Director shall cease to hold office if they:

16.1.1 are removed by ordinary resolution of the Charity pursuant to the Act;

16.1.2 cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;

16.1.3 are disqualified from acting as a charity trustee by virtue of the Charities Act;

16.1.4 cease to be a Member of the Charity;

16.1.5 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;

- 16.1.6 in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 16.1.7 resign by written notice to the Charity, provided that at least five Directors will remain in office once the resignation takes effect; or
- 16.1.8 are absent from all the meetings of the Directors held within a period of 6 consecutive months, without the permission of the Directors, and the Directors resolve that their office be vacated; or
- 16.1.9 are removed from office by a resolution of the Directors that it is in the best interest of the Charity that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:
 - 16.1.9.1 the Director has been given at least 14 Clear Days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and
 - 16.1.9.2 the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration.

17 **PROCEEDINGS OF DIRECTORS**

- 17.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 17.2 The Directors shall meet at least three times a year.
- 17.3 Acts done by a meeting of the Directors or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:
 - 17.3.1 the appointment of any such Director or person acting as a Director was defective; or
 - 17.3.2 any or all of them were disqualified; or
 - 17.3.3 any or all of them were not entitled to vote on the matter.

18 **CALLING A DIRECTORS' MEETING**

- 18.1 Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 18.2 Notice of a meeting of the Directors must be given to each Director, in writing. The notice must specify:
 - 18.2.1 the time, date and place of the meeting;
 - 18.2.2 the general particulars of the business to be considered at the meeting; and
 - 18.2.3 if it is anticipated that the Directors 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.

19 PARTICIPATION IN DIRECTORS' MEETINGS

- 19.1 Any Director may participate in a meeting of the Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors and by which all those participating in the meeting are able to communicate with all other participants.
- 19.2 If all the Directors 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.

20 QUORUM FOR DIRECTORS' MEETINGS

- 20.1 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, provided it shall not be less than two.
- 20.2 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 20.3 If the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision to appoint further Directors.

21 CHAIRING DIRECTORS' MEETINGS

- 21.1 The Directors shall appoint a Director as chair of Directors and the term of office for which the chair of Directors is to serve in that office shall be three years, at the end of which they shall retire. Subject to Article 15.2, a chair of Directors shall be eligible for reappointment by the Directors for up to a further two terms, each of three years.
- 21.1A The Directors shall appoint a vice chair of Directors whose role shall be to serve as an intermediary for the trustees if needed and act as a sounding board of the chair as and when needed. The term of office for which the vice chair of Directors is to serve in that office shall be three years, at the end of which they shall retire. Subject to Article 21.3, a vice chair of Directors shall be eligible for reappointment by the Directors for up to a further two terms, each of three years.
- 21.2 If at any meeting of the Directors the chair of Directors, is not participating in the meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair the meeting.
- 21.3 No chair or vice chair of Directors shall serve for more than nine consecutive years, unless the Directors consider it would be in the best interests of the Charity for a chair or vice chair of Directors to continue to serve beyond that period and that chair or vice chair of Directors is reappointed in accordance with the Articles.

22 DECISION-MAKING BY DIRECTORS

- 22.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 23.
- 22.2 Each Director 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).

23 UNANIMOUS DECISIONS BY DIRECTORS

- 23.1 A decision of the Directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.

- 23.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing.
- 23.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.
- 23.4 A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

24 DELEGATION BY DIRECTORS

- 24.1 The Directors may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Directors.
- 24.2 The Directors may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.
- 24.3 The terms of reference of a committee may include conditions imposed by the Directors, including that:
- 24.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate; and
 - 24.3.2 no expenditure or liability may be incurred on behalf of the Charity except where approved by the Directors or in accordance with a budget previously agreed by the Directors.
- 24.4 Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Directors.
- 24.5 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 Directors.
- 24.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 24.7 The Directors may revoke or alter a delegation.
- 24.8 All acts and proceedings of any committee shall be fully and promptly reported to the Directors.
- 24.9 Terms of reference and membership of a committee shall be reviewed regularly by the Directors.

25 CONFLICTS OF INTEREST

- 25.1 A Director must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 25.2 A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 25.3 If a conflict of interests arises for a Director 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 directors may authorise such a conflict of interests where the following conditions apply:

- 25.3.1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 25.3.2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- 25.3.3 the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this Article 25.3 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 director or to a connected person.

26 **SECRETARY**

- 26.1 The Directors may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Directors think fit. From time to time the Directors may decide to remove such person and to appoint a replacement.
- 26.2 A secretary who is also a Director may not be remunerated, otherwise than as permitted by these Articles.

27 **CHANGE OF COMPANY NAME**

- 27.1 The name of the Company may be changed by:
 - 27.1.1 decision of the Directors; or
 - 27.1.2 a Special Resolution of the Members,or otherwise in accordance with the Act.

28 **MINUTES**

- 28.1 The Directors shall cause the Charity to keep the following records in writing and in permanent form:
 - 28.1.1 minutes of proceedings at general meetings;
 - 28.1.2 minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting;
 - 28.1.3 copies of resolutions of the Charity and of the Directors, including those passed otherwise than at general meetings or at meetings of the Directors; and
 - 28.1.4 particulars of appointments of officers made by the Directors.

29 **SEAL**

- 29.1 The seal, if any, may only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors.
- 29.2 The Directors may determine by what means and in what form the seal is to be used.
- 29.3 Unless otherwise decided by the Directors, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

- 29.4 For the purposes of this Article, an authorised person is:
- 29.4.1 any Director;
 - 29.4.2 the secretary (if any); or
 - 29.4.3 any person authorised by the Directors for the purpose of signing documents to which the seal is applied.

30 RECORDS AND ACCOUNTS

- 30.1 The Directors 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:
- 30.1.1 annual reports;
 - 30.1.2 annual returns; and
 - 30.1.3 annual statements of account.
- 30.2 Accounting records relating to the Charity must be made available for inspection by any Directors at any reasonable time during normal office hours.
- 30.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

31 COMMUNICATIONS

- 31.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
- 31.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
- 31.3 A Director may agree with the Charity that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

32 IRREGULARITIES

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.

33 INDEMNITY

- 33.1 Subject to Article 33.2, but without prejudice to any indemnity to which they may otherwise be entitled:
- 33.1.1 every Director or former director of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and

- 33.1.2 every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.
- 33.2 This article 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.