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The Companies Acts 1985 to 2006

Company Limited by Guarantee not having a Share Capital

05631421

Articles of Association

of

The National Gardens Scheme

Amended on 20th June 2016

*Confirmed as
a hms &
complete
copy of the
original
18th
SECRETARY
20 Sep 2016*

Name

- 1 The name of the Charity is The National Gardens Scheme

Registered Office

- 2 The registered office of the Charity is to be in England and Wales

Objects

- 3 The Objects are
- 3.1 assisting such charities or charitable purposes as the trustees shall think fit,
- 3.2 supporting charities, in their work in the provision of nursing and caring, the relief of sickness and the preservation and promotion of health, and
- 3.3 supporting the Queen's Nursing Institute in its work

Powers

- 4 The Charity has the following powers, which may be exercised only in promoting the Objects
- 4.1 To raise funds (but not by means of taxable trading)
- 4.2 To publish or distribute information
- 4.3 To co-operate with other bodies
- 4.4 To support, administer or set up other charities
- 4.5 To promote or carry out research
- 4.6 To provide advice

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COMPANIES HOUSE

- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act)
- 4 8 To acquire or hire property of any kind
- 4 9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act)
- 4 10 To make grants or loans of money and to give guarantees
- 4 11 To set aside funds for special purposes or as reserves against future expenditure
- 4 12 To deposit or invest in funds in any manner as the Board shall in its absolute discretion think fit
- 4 13 To delegate the management of investments to a financial expert, but only on terms that
 - (1) the investment policy is set down in writing for the financial expert by the Board,
 - (2) the performance of the investments is reviewed regularly with the Trustees,
 - (3) the Board is entitled to cancel the delegation arrangement at any time,
 - (4) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (5) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Charity on receipt, and
 - (6) the financial expert must not do anything outside the powers of the Board
- 4 14 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 Board or of a financial expert acting under its instructions, and to pay any reasonable fee required
- 4 15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as **custodian**, and to pay any reasonable fee required
- 4 16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 17 To pay for indemnity insurance for the Trustees
- 4 18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers

- 4 19 To enter into contracts to provide services to or on behalf of other bodies
- 4 20 To establish or acquire subsidiary companies to assist or act as agents for the Charity
- 4 21 To pay the costs of forming the Charity
- 4 22 To do anything else within the law which promotes or helps to promote the Objects

Benefits to Members and Trustees

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but
 - (1) members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - (2) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - (3) members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - (4) members who are not Trustees but who are also beneficiaries may receive charitable benefits in that capacity
- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - (1) as mentioned in clauses 4 17 (indemnity insurance), 5 1(2) (interest), 5 1(3) (rent), 5 1(4) (charitable benefits) or 5 3 (contractual payments),
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - (4) payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
 - (5) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5 3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if

- (1) the goods or services are actually required by the Charity,
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Board in accordance with the procedure in clause 5 4, and
- (3) no more than one half of the Trustees are interested in such a contract in any financial year

5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Board or a committee, he or she must

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter,
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information,
- (3) not be counted in the quorum for that part of the meeting, and
- (4) be absent during the vote and have no vote on the matter

5 5 This clause may not be amended without the written consent of the Commission in advance.

Limited Liability

6 The liability of members is limited

Guarantee

7 Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a member

Dissolution

8 1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects,

- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

Members

- 9 The Trustees from time to time shall be the only members of the Charity A Trustee becomes a member on becoming a Trustee and ceases to be a member on ceasing to be a Trustee. Membership is not transferable and ceases on death

Trustees

- 10 There shall be at least three Trustees
- 11 Trustees shall be appointed by resolution of the Trustees The Trustees may adopt, by resolution, procedures for the identification of nominees to trusteeship
- 12 Each appointment of a Trustee shall be for a term of up to three years A Trustee may be re-appointed by the Board following the applicable appointment procedure for a second, and a third continuous three-year term At the end of any third continuous term, a Trustee shall retire and shall not be eligible for reappointment for one year When an existing Trustee is appointed as Chairman or Deputy Chairman, their term of office shall recommence from the date of that appointment, and they may serve in that office for up to the maximum term of office as stated in the Standing Orders.
- 13 No person may be appointed as a Trustee who is under 18 years, or, if he/she were already a Trustee, he/she would have been disqualified from acting
- 14 The office of a Trustee shall be vacated if
- 14 1 he/she becomes prohibited from being a Trustee,
- 14 2 he/she becomes bankrupt, or makes any arrangement/composition with his/her creditors,
- 14 3 he/she is believed to be incapable of acting and the Trustees resolve, on this basis, that he/she be removed from office,
- 14 4 he/she resigns by notice to the Charity, provided at least three Trustees remain in office when the resignation takes effect,
- 14 5 he/she fails to attend three consecutive Trustees' meetings, without reasonable apology, and the Trustees resolve that he/she be removed for this reason,
- 14 6 he/she ceases to be a member of the Charity,

- 14 7 at a meeting of the Trustees, at which at least half of the Trustees are present, a resolution is passed that he/she be removed from office, provided the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal and has been afforded a reasonable opportunity of being heard by, or making written representations, to the Trustees

Powers of Trustees

- 15 Subject to the Companies Acts, the Memorandum and the Articles, the Charity shall be managed by the Trustees, who may exercise all powers of the Charity. No alteration of the Memorandum or Articles shall invalidate a prior valid act of the Trustees. A quorate Trustees' meeting may exercise all powers of the Trustees
- 16 Continuing Trustees, or a sole continuing Trustee, may act, while there are fewer Trustees than required for a quorum, only to increase the number of Trustees
- 17 Acts of a person acting as a Trustee shall, if it is afterwards discovered that there was a defect in his/her appointment, or that he/she was disqualified from office, or had vacated office, be as valid as if such person had been duly appointed, was qualified and had continued in office
- 18 Subject to the Articles the Trustees may regulate their proceedings as they think fit, including through the adoption of Standing Orders

Chairman

- 19 The Trustees may appoint one of them to be the chairman of the Trustees and may at any time remove him/her from that office

Delegation of Trustees' powers

- 20 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine
- 21 The Trustees may delegate any of their powers, or functions, to any committee, or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person, or committee, in accordance with the conditions set out in these Articles

Delegation to committees

- 22 In delegation to committees
- 22 1 the composition of any such committee shall remain in the discretion of the Trustees and may comprise Trustees and/or other persons, including committee co-optees,

- 22 2 the recommendations and decisions of any such committee shall be reported regularly and promptly to the Trustees,
- 22 3 all such delegations shall be variable/revocable at any time,
- 22 4 the Trustees may establish Standing Orders for such committees as they consider appropriate,
- 22 5 no committee shall incur expenditure or liability on behalf of the Charity without the Trustees' authority (which may be contained in Standing Orders)
- 23 The Trustees may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as the Trustees consider appropriate, whether or not requiring a signature of any Trustee
- 24 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by Standing Orders

Delegation of day to day management powers

- 25 In delegation of the day to day management of the Charity to a chief executive or other manager(s)
- 25 1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget,
- 25 2 the Trustees shall provide the manager with a description of his/her role and the extent of his/her authority, and
- 25 3 the manager shall regularly report to the Trustees on the activities undertaken in managing the Charity and provide them with management accounts sufficient to explain the financial position of the Charity

Trustees' meetings

- 26 The chairman or any three Trustees may and the Secretary, if any, shall at their request, call a Trustees' meeting at any time
- 27. A Trustees' meeting shall be called by at least one week's notice unless all the Trustees agree, or urgent circumstances require shorter notice

Members' meetings

- 28 The Charity shall generally operate without members' meetings, but any such meeting that is required shall be called by resolution of the Trustees on at least 14 clear days' notice, or shorter notice notified to all Trustees and approved by at least 75% of the Trustees

Notice content

- 29 Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or members' meeting and the general nature of the relevant business. If a special resolution is to be proposed at a members' meeting, the notice shall include the proposed resolution and specify that it is a special resolution.
- 30 In every notice calling a members' meeting company information on proxy rights must be included.

Quorum

- 31 No business shall be transacted at any meeting unless a quorum is present. The quorum for all meetings shall be the higher of three and one third of the Trustees/members entitled to vote. At members' meetings attendance may be by proxy.
- 32 For a members' meeting, if a quorum is not present within half an hour from the starting time for the meeting, it shall stand adjourned to the same day in the next week at the same time and place, or as the Trustees may resolve. If at the reconvened meeting a quorum is not present within half an hour from the time starting time those present and entitled to vote shall be a quorum.

Chairman

- 33 The chairman, if any, of the Trustees or in his/her absence another Trustee nominated by the Trustees present shall preside as chairman of each meeting.

Voting at Trustees' meetings

- 34 Trustees' decisions shall be decided by majority vote. In the case of an equality of votes, the chairman shall be entitled to a casting vote in addition to any other vote he/she may have.

Voting at members' meetings

- 35 A resolution put to the vote of a members' general meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded by any member.
- 36 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact.
- 37 The appointment of a proxy shall be in such form as is usual or which the Trustees may approve and shall (subject to contrary Trustees' resolution) be delivered, by any usual means of communication, to the registered office of the charity at least 48 hours before the commencement of the relevant meeting.

- 38 Unless the appointment of a proxy indicates otherwise, the person appointed under it has discretion as to how to vote on any ancillary or procedural resolutions put to the meeting

Virtual meetings of Trustees

- 39 A Trustees' meeting may be held by telephone or using any televisual or other electronic or virtual means agreed by the Trustees, in which all participants may communicate simultaneously with all other participants

Written resolutions

- 40 A written Trustees' or members resolution passed in accordance with these Articles shall have effect as if passed by a duly convened meeting
- 40 1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of all eligible Trustees/members
- 40 2 A written resolution is passed as a members' special resolution if it is passed by a majority of at least 75% of all eligible members
- 41 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his/her term of office may not be passed as a written resolution
- 42 A copy of the written resolution must be sent to every Trustee/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
- 43 Members' written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts
- 44 A Trustee/member signifies their agreement to a proposed written resolution when the Charity receives from him/her a signed copy of the document, or a copy sent by electronic means from an address reasonably recognisable as an address of the Trustee/member

Trustees' unanimous decision-making power

- 45 The Trustees may take a unanimous decision by indicating to each other by any means, including without limitation by verbal and/or electronic means, that they agree on a matter. The co-ordinating recipient shall confirm the formal approval and produce a minute of the decision

Conflicts of interest

46. Whenever a Trustee is in a situation reasonably likely to give rise to a Conflict of Interest, he/she must declare his/her interest to the Trustees and it shall be minuted

47. Whenever a matter is to be discussed and a Trustee has a Conflict of Interest in respect of that matter then (subject to Article 49), he/she must
- 47 1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,
- 47 2 not be counted in the quorum for that part of the meeting, and
- 47 3 withdraw during the vote and have no vote on the matter
- 48 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees
- 49 The Trustees may reasonably and revocably authorise, to the extent permitted by law and the Memorandum, any matter which would otherwise result in a Trustee infringing his/her duty to avoid a situation in which he/she has a Conflict of Interest, and participation in debate, quorum and voting on the matter

Irregularities

- 50 Proceedings of the Charity shall (subject to express specific contrary provision of the Companies Acts), not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice), or any want of qualification

Secretary

- 51 A company secretary may be appointed by the Trustees on such terms as they consider appropriate, and may be removed by them

Minutes

- 52 The Trustees shall cause minutes to be kept by the Charity, of all resolutions of Trustees and members and material deliberations in meetings
- 53 Minutes signed by, or on behalf of, the chairman of the meeting at which the proceedings were had shall be sufficient evidence of the relevant proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision

Records and accounts

- 54 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Acts as to maintaining corporate registers and financial records and the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of annual returns, reports and statement of account

Electronic communications

- 55 Subject to the provisions of the Companies Acts and these Articles, all communications under these Articles may be in electronic form, using addresses notified for the purpose. The effective date of any electronic communication shall be the day after it is sent, provided there is no notification of receipt failure.

Indemnity

- 56 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him/her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him/her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

- 57 The Trustees have power to resolve pursuant to clause 4.17, or the Charities Acts, to effect Trustees' indemnity insurance, despite their interest in such policy.

Exclusion of model articles

- 58 Statutory model articles for a company limited by guarantee are hereby excluded from these Articles.

Interpretation

- 59 In these Articles and the Memorandum the following terms shall have the following meanings:

Term	Meaning
59.1 "address"	includes a number/address used for the purposes of sending/receiving documents by electronic means,
59.2 "Articles"	these Articles of Association of the Charity,
59.3 "Charity"	The National Gardens Scheme,
59.4 "clear days"	in relation to the period of a notice, that 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,
59.5 "Conflict of Interest"	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation, in respect of a Connected Person or otherwise) that conflicts, or might conflict with the

interests of the Charity,

- 59.6 *"Connected Person"* in relation to a Trustee his/her spouse, civil partner, parent, child, sibling, grandparent, grandchild, any other person who may reasonably be regarded as equivalent to such persons, any company/firm of which such Trustee and/or any such connected individuals participate as a director, partner or employee, or shareholder with more than 1% of the capital,
- 59.7 *"Financial Expert"* a person authorised to give investment advice under the Financial Services and Markets Act 2000,
- 59.8 *"Memorandum"* the Memorandum of Association of the Charity,
- 59.9 *"Secretary"* the company secretary of the Charity (if any),
- 59.10 *"Trustee(s)"* a/the charity trustee(s) of the Charity
- 60 In these Articles and the Memorandum reference to an Act includes amendments/re-enactments of that Act from time to time Words/expressions in the Articles bear the same meaning as in the Companies Act 2006 at the time the Articles were adopted by the Charity