

Company No 3773914

Companies Acts 1985 and 1989

Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION OF

OPEN COLLEGE NETWORK YORKSHIRE AND HUMBER REGION

1 Name

The name of the Company is Open College Network Yorkshire and Humber Region¹ (the Charity)

2 Registered Office

The Charity's registered office is to be situated in England and Wales

3 Objects

The Charity's objects ("the Objects") are the advancement of the education, learning and training of the public in the Yorkshire and Humber Region ("the Region") and elsewhere in one or more of the following ways

- 3 1 by accrediting programmes and awarding credits and credit-based qualifications as an Awarding Body in its own right called Open College Network Yorkshire and Humber Region (OCNYHR) and by operating to a Collaboration Agreement and Transitional Arrangements with NOCN, where appropriate,
- 3 2 by ensuring that there is a quality assured effective and comprehensive accreditation service through which to consistently award credit for learner achievements and provide access into, and pathways across, the national qualifications system,
- 3 3 by promoting and widening participation in education, learning and training, particularly by those who have previously been excluded from educational opportunities,
- 3 4 by improving the quality and flexibility of education, learning and training provision for the public benefit, primarily for those who have previously benefited least from formal educational provision,
- 3 5 by safeguarding and promoting the quality of the programmes of learning it accredits,

¹Pursuant to a resolution passed on 12 May 2006, the Company changed its name from Open College Network West and North Yorkshire to Open College Network Yorkshire and Humber Region on 1 June 2006

Retyped and updated on 6 August 2012

Pursuant to a resolution passed on at the AGM on 19 March 2013 amendments were made to paras 3 1, 3 7, 3 9 2b and 4 17

- 3 6 by providing a means by which progression, access, satisfaction and motivation may be enhanced for learners,
- 3 7 by operating as an Access Validating Agency licensed and regulated by the Quality Assurance Agency for Higher Education (QAA),
- 3 8 by improving access to learning opportunities and facilitating progression to future learning, employment and higher education particularly through the awards of credits and credit based qualifications, and
- 3 9 In furtherance of the Objects, but not otherwise, the Charity will
 - 3 9 1 develop, monitor and evaluate strategy and policy in pursuance of the Objects to improve the quality and flexibility of education provision for the public benefit
 - 3 9 2a remain fully compliant at all times with the regulatory bodies listed in 3 9 2b
 - 3 9 2b maintain Quality Assurance Agency for Higher Education licence as an Access Validating Agency, maintain Ofqual approval as an Awarding Organisation and remain compliant with the provisions of the NOCN Collaboration Agreement and Transitional Arrangements
 - 3 9 3 promote the credibility and currency of awards through widening participation and progression
 - 3 9 4 satisfy regulatory requirements in the advancement of education, learning and training available to the public
 - 3 9 5 ensure quality enhancement and continuous improvements in the quality and flexibility of educational opportunities to the public benefit
 - 3 9 6 act openly and mutually with its members in enabling them to support the Charity in pursuance of the Objects,
 - 3 9 7 support its members in sustaining responsiveness and accountability within their own locality

4 Powers

The Charity has the following powers, which may be exercised only in promoting the Objects

- 4 7 To promote, support or carry out research and to publish the useful Results
- 4 8 To provide advice
- 4 9 To publish or distribute information

- 4 10 To subscribe to, become a member of, or amalgamate with, or co-operate with any companies, institutions, societies, associations, statutory authorities or other bodies operating in furtherance of the Objects or similar charitable purposes and exchange information and advice with them
- 4 11 Support local equal opportunity strategies and engage in initiatives which will widen the participation of all learners in the educational system
- 4 12 Foster collaboration and partnership arrangements within the between sectors
- 4 13 Assist providers in identifying and accessing sources of funding to promote access to education for all adult learners
- 4 14 Liaise with all appropriate bodies involved in, or interested in, improving opportunities for learners, including Higher Education and Further Education institutions, Local Authorities, voluntary, adult and community organisations,
- 4 15 Facilitate collaboration in terms of institutional resources to support and develop provision
- 4 16 Liase with other consortia and other relevant agencies
- 4 17 To raise funds (but not by means of **taxable trading**)
- 4 18 To procure grants and funding from third parties and to assist others having similar objects to identify and procure the same
- 4 19 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**)
- 4 20 To acquire, construct, maintain, alter, improve, hire, take on lease or licence and (subject to such consents and such conditions as may be required by law) to charge or otherwise dispose of property of any kind
- 4 21 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act)
- 4 22 To make grants or loans of money and to give guarantees
- 4 23 To set aside funds for special purposes or as reserves against future expenditure
- 4 24 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification)
- 4 25 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and operate bank accounts in the name of the Charity

- 4 26 To delegate the management of investments to a financial expert, but only on terms that
- (a) the investment policy is set down **in writing** for the financial expert by the Trustees,
 - (b) every transaction is reported promptly to the Trustees,
 - (c) the performance of the investments is reviewed regularly with the Trustees,
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (f) 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 Trustees on receipt, and
 - (g) the financial expert must not do anything outside the powers of the Trustees
- 4 27 To arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required
- 4 23 To deposit documents and physical assets with any company registered or having a place or business in England or Wales as **custodian**, and to pay any reasonable fee required
- 4 24 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 25 To pay for **indemnity insurance** for the Trustees
- 4 26 Subject to clause 5, to employ paid or unpaid agents, staff or advisers and to make provision for pensions and superannuation for and on behalf of employees or former employees or their spouses or dependents
- 4 27 To maintain and manage or arrange for the maintenance and management of such property, buildings, structures, and other premises or facilities as may from time to time be owned or occupied by or for the purposes of the Charity
- 4 28 To support and encourage collaborative staff development programmes within and across institutions associated with the Charity

- 4 29 To enter into contracts to provide services to or on behalf of other bodies
- 4 30 To establish or acquire subsidiary companies to assist or act as agents for the Charity
- 4 31 To acquire the business and assets of Open College Network (South Yorkshire and Humber) (an unincorporated association) from Sheffield Hallam University
- 4 32 To do all such other lawful things as are necessary for the achievement of the Objects

5 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
 - (a) 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,
 - (b) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - (c) members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - (d) individual members (including Trustees) 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
 - (a) as mentioned in clauses 4 25 (indemnity insurance), 5 1(b) (interest), or 5 1(c) (rent), 5 1(d) (charitable benefits) or 5 3 (contractual payments),
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - (c) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - (d) payment to any company in which a Trustees has no more than 1 per cent shareholding, and
 - (e) 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 such goods or services in return for a payment or other material benefit if

- (a) the goods or service are actually required by the Charity,
- (b) the nature and level of the benefit is no more than reasonable in relation to the value of the goods and service and is set out at a meeting of the Trustees in accordance with the procedure in clause 5 4, and
- (c) no more than one-third 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 Trustees or a committee, he or she must

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

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

6 Members' Liability

The liability of the members is limited

7 Contribution

Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Charity's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights on the contributories among themselves

8 Dissolution

If the Charity is wound up or dissolved and, after all its debts and liabilities have been satisfied, there remains any income and property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by clause 5 1 of the memorandum, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object

9 Interpretation

- 9 1 Words and expressions defined in the Articles have the same meanings in the Memorandum
- 9 2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it

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**ARTICLES OF ASSOCIATION OF
OPEN COLLEGE NETWORK YORKSHIRE AND HUMBER REGION**

1 Membership

1 1 The Charity must maintain a register of members

1 2 **Membership** of the Charity is open to any organisation which wishes to further the Objects and

- (a) applies to the Charity in the form required by the **Trustees**;
- (b) is approved by the Trustees, and
- (c) signs the register of members or consents **in writing** to become a member through an **authorised representative**.
- (d) and either

has an interest in widening access to education by developing or using the range of learning programmes accredited or qualifications offered by the Charity

or

is a Higher Education Institution that wishes to contribute to the development of the Charity in its role as an approved Access Validating Agency

or

is interested in a strategic partnership to promote widening access to education

1 3 The Trustees may establish different categories of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of subscriptions

1 4 In accordance with Article 1 3 the Trustees shall have an absolute discretion to

- (a) select the appropriate category into which to place new members, and
- (b) recategorise existing members as and when the Trustees feel it is appropriate

1 5 Members of the Charity shall

- (a) pay for any and all of the services and facilities made available by the Charity which a member shall use or take advantage of,
- (b) act in the best interests of the Charity at all times,
- (c) maintain minimum agreed standards in the delivery and assessment of accredited programmes and qualifications, and
- (d) nominate an authorised representative to attend at least one general meeting in every calendar year

1 6 Membership is terminated if the member concerned

- (a) gives **written** notice of resignation to the Charity,
- (b) ceases to exist,
- (c) is more than six **months** in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due), or
- (d) is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within **14 clear days** after receiving notice

1 7 Membership of the Charity is not transferable

2 General Meetings

2 1 The Charity shall in each year hold an AGM which all members are entitled to attend. The first AGM shall be held within 18 months of the Charity's incorporation. Not more than fifteen months shall elapse between the date of one AGM of the Charity and that of the next.

2 2 Members are entitled to attend general meetings by their authorised representative

2 3 At an AGM the members will

- (a) accept the retirement of those Trustees who wish to retire or who are retiring by rotation,
- (b) receive a report on the election of persons to be Trustees to fill the vacancies arising,
- (c) confer (if they so wish) on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity, and
- (d) discuss and determine any issues of policy or deal with any other business put before them

- 2 4 Any general meeting which is not an AGM is an EGM
- 2 5 The Trustees may call general meetings and, on the requisition of one tenth of the total voting rights of the members having a right to vote pursuant to the provisions of the Companies Act, shall convene an EGM for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient trustees to call a general meeting, any Trustee or any two members of the Charity may call a general meeting

3 Notice of General Meetings

- 3 1 An AGM and an EGM called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other meetings shall be called by at least fourteen clear days' notice in writing
- 3 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such
- 3 3 The notice shall be given to all members and to all of the Trustees and to the auditors from time to time of the Charity
- 3 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 3 5 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with Section 369(3) of the Companies Act

4 Proceedings at General Meetings

- 4 1 No business shall be transacted at any meeting unless a quorum of the members present. Ten of the members entitled to vote upon the business to be transacted, each being a duly authorised representative of a member, shall constitute a quorum,
- 4 2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine,
- 4 3 The Chairman, or (if the Chairman is unwilling or unable to do so) some other member elected by those present presides as Chairman at a general meeting
- 4 4 A Trustee shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting
- 4 5 The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a

meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

4.6 A resolution put to the vote of the 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. Subject to the provision of the Companies Act, a poll may be demanded

(a) by the Chairman, or

(b) by at least two members having the right to vote at the meeting, or

(c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting

4.7 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 without proof of the number or proportion of the votes recorded in favour of or against such resolution

4.8 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made

4.9 A poll shall be taken as the Chairman directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is duly demanded

4.10 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he or she may have

4.11 A poll duly demanded on the election of a Chairman or on a question of any adjournment shall be taken immediately. A poll duly demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand has not been made

4.12 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

5 Votes of Members

- 5 1 On a show of hands every duly authorised representative of those members entitled to vote and present in person shall have one vote and on a poll every duly authorised representative of those members entitled to vote and present in person shall have one vote
- 5 2 No member shall be entitled to vote at any general meeting unless all monies then payable by that member to the Charity pursuant to any rules made by the Trustees or otherwise have been paid
- 5 3 No objection shall be raised to the qualification of any voter except 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 objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive
- 5 4 A vote given or poll demanded by the authorised representative of a member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at its registered office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll
- 5 5 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature

6 The Trustees

- 6 1 The Trustees as **charity trustees** have control of the Charity and its property and funds
- 6 2 Unless otherwise determined by the members, the Trustees when complete consist of at least ten and not more than fifteen individuals being
- (a) at least seven and not more than ten individuals elected by the members including at least
 - (i) two from the Further Education Sector
 - (ii) two from the Higher Education Institutions
 - (iii) one from the Local Authorities Education Sector
 - (iv) one from Employers/Trades Unions
 - (v) one from the Voluntary Community Sector
 - (vi) one from the Schools Sector
 - (b) Up to five co-opted Trustees co-opted by the Trustees in accordance with the provisions of Article 6 8

6 3 The First Trustees are

Mr William Paul Adams
Mr Peter Henry Elliott
Ms Vivien Feetham
Professor Anthony Jowett
Professor Geoffrey Mark Layer
Mr Clive MacDonald
Mr Michael Noble
Ms Lynda Ross-Field
Mr Robert Anthony Saynor
Ms Alison Jane Warner

6 4 Before he or she may vote at any meeting of the Trustees, every Trustee after appointment or reappointment must sign a declaration confirming his or her willingness to act as a charity trustee and that he or she will act only in the best interest of the Charity (and not as a representative of his or her organisation)

6 5 All of the First Trustees must retire at the first AGM following the **Transfer Date**. One third (or the number nearest one third) of the Trustees must retire at each subsequent AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots

6 6 A retiring Trustee who remains qualified may be reappointed

6 7 A Trustee's term of office automatically terminates if he or she

- (a) is disqualified under the Charities Act from acting as a charity trustee,
- (b) is incapable, whether mentally or physically, of managing his or her own affairs,
- (c) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of other Trustees to resign,
- (d) resigns by written notice to the Trustees (but only if at least six Trustees will remain in office),
- (e) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the view of the Trustee concerned and considered the matter in the light of any such views

6 8 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM. When co-opting Trustees, the Trustees should be mindful to fill any gaps in the trusteeship of the Charity to try to ensure that

- (a) there is appropriate geographic coverage of the Region,
- (b) any gaps in the skills, knowledge or experience of the Board are filled, and

- (c) the business and regional profile of the OCN is adequately represented

6.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

7 Trustees' Proceedings

7.3 The Trustees must hold at least three meetings each year

7.4 A quorum at a meeting of the Trustees is not less than three Trustees

7.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

7.6 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

7.7 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature

7.8 Except for the Chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue

7.9 The Trustees may act notwithstanding any vacancies in their number but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting

7.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8 Trustees' Powers

8.3 The Trustees have the following powers in the administration of the Charity

- (a) To appoint (and remove) any member (who may be a Trustee) or officer of the Charity to act as Secretary in accordance with the Companies Act
- (b) To appoint a Chairman, Treasurer and other honorary officer from among their number
- (c) To delegate any of their functions to committees consisting of two or more individuals appointed by them and in accordance with terms of reference to be determined by the Trustees. Every committee must be chaired by a Trustee. When delegating to a committee, the Trustees should seek to ensure that the composition of the committee reflects the cross-sectoral nature of the Charity membership. All proceedings of committees must be reported promptly to the Trustees. Such committees shall include (but shall not be limited to)

- (i) A Quality and Audit Committee
- (ii) An Access to Higher Education Committee
- (iii) A Finance and Staffing Committee

8 4 To delegate the day to day management of the Charity to a Chief Executive Officer or other senior member of staff in accordance with written terms of reference given from time to time by the Trustees

8 5 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings

8 6 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees

8 7 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any)

8 8 To establish procedures to assist the resolution of disputes or differences within the Charity

8 9 To exercise any powers of the Charity which are not reserved to a general meeting

9 Records and Accounts

9 3 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar or Companies and the Commission of

- (a) annual returns,
- (b) annual reports, and
- (c) annual statements of account

9 4 The Trustees must keep proper records of

- (a) all proceedings at general meetings,
- (b) all proceedings at meetings of the Trustees,
- (c) all reports of committees, and
- (d) all professional advice contained

9 5 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

9.6 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

10 Notices

10.3 Notices under the Articles may be sent by hand, post or by suitable electronic means.

10.4 The only address at which a member is entitled to receive notices sent by post is an address in the U.K. shown in the register of members.

10.5 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
- (b) two clear days after being sent by first class post to that address,
- (c) three clear days after being sent by second class or overseas post to that address,
- (d) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier,
- (e) as soon as the member acknowledges actual receipt.

10.6 A technical defect in the giving of notice of which Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 Indemnity

Subject to the provisions of the Companies Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

12 Dissolution

The provisions of the Memorandum relating to the dissolution of the Charity take effect as though repeated here.

13 Interpretation

13.3 In the Memorandum and in the Articles, unless the context indicates another meaning

'AGM' means an annual general meeting of the Charity,

'the Articles' means the Charity's Articles of Association,

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

'Chairman' means the Chairman of the Trustees,

'the Charity' means the company governed by the Articles,

'the Charities Act' means the Charities Act 1993,

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act,

'clear day' means 24 hours from midnight following the relevant event,

'the Commission' means the Charity Commissioners for England and Wales,

'the Companies Act' means the Companies Act 1985,

'connected person' means any spouse, partner, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital,

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them, 'EGM' means an extraordinary general meeting of the Charity,

'financial expert' means the Charity's financial year,

'firm' includes a limited liability partnership,

'First Trustee' means a Trustee who is appointed under these Articles to serve from the transfer date until the first AGM following the Transfer Date,

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

'informal membership' refers to a supporter who may be called a 'member' but is not a company member of the Charity

'material benefit' means a benefit which may not be financial but has a monetary value,

'member' and 'membership' refer to company membership of the Charity,

'Memorandum' means the Charity's Memorandum of Association,

'month' means calendar month,

'nominee company' means a corporate body registered or having an established place of business in England and Wales,

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum,

'Secretary' means the company secretary of the Charity,

'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

'Transfer Date' means 6 September 2006,

'Trustee' means a director of the Charity and 'Trustees' means the Directors,

'written' or 'in writing' refers to a legible document on paper including a fax message,

'year' means calendar year

13 4 Expressions defined in the Companies Act have the same meaning

13 5 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it

13 6 Words denoting any gender shall include both the other genders