

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE
EXEMPT UNDER SECTION 60**

Company Number **10654855**

The Registrar of Companies for England and Wales, hereby certifies that

FAIRY WATER TRUST

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **6th March 2017**



* N10654855L *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **06/03/2017**

X61NYO8A

Company Name in full: **FAIRY WATER TRUST**

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **4 MORE LONDON RIVERSIDE
LONDON
UNITED KINGDOM SE1 2AU**

Sic Codes: **74990**

Company Director 1

Date of Birth: ****/04/1959**

Nationality: **BRITSH**

Occupation: **COMPANY
DIRECTOR**

Company Director 2

Date of Birth: ****/12/1963** *Nationality:* **BRITISH**

Occupation: **MEDICAL
DIRECTOR**

Electronically filed document for Company Number: 10654855

Company Director 3

Type: **Person**

Full Forename(s): **TIGER NICK TELLWRIGHT**

Surname: **COCKELL**

Service Address: **recorded as Company's registered office**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/12/1999** *Nationality:* **BRITISH**

Occupation: **COMPANY
DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **ANNA PATRICIA COCKELL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1963** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **TIGER NICK TELLWRIGHT COCKELL**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1999** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **MARK CHRISTOPHER TELLWRIGHT**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/04/1959** *Nationality:* **BRITSH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **MARK CHRISTOPHER TELLWRIGHT**

Address **4 MORE LONDON RIVERSIDE
LONDON
UNITED KINGDOM
SE1 2AU**

Amount Guaranteed **£1.00**

Name: **ANNA PATRICIA COCKELL**

Address **4 MORE LONDON RIVERSIDE
LONDON
UNITED KINGDOM
SE1 2AU**

Amount Guaranteed **£1.00**

Name: **TIGER NICK TELLWRIGHT COCKELL**

Address **4 MORE LONDON RIVERSIDE
LONDON
UNITED KINGDOM
SE1 2AU**

Amount Guaranteed **£1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

Fairy Water Trust

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Anna Patricia Cockell

Tiger Nick Tellwright Cockell

Mark Christopher Tellwright

Dated: 6 March 2017

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF**

FAIRY WATER TRUST

Incorporated under the Companies Act 2006

The Companies Act 2006

A COMPANY LIMITED BY GUARANTEE

Articles of Association

of

FAIRY WATER TRUST

1. INTERPRETATION

1.1 In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

the Act	The Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force
the or these Articles	The Articles of Association of the Charity, as amended from time to time
Board	The Board of Trustees
Chair	The chair of Trustees appointed in accordance with these Articles
Charity	The company regulated by these Articles
Charity Commission	The Charity Commission for England and Wales
Clear Day	In relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect
Connected Person	<p>Includes:</p> <ul style="list-style-type: none">(a) Any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child or illegitimate child);(b) the spouse, civil partner of a Trustee or any person falling within (a) (and includes any person with whom a Trustee lives as partner in an enduring relationship);(c) a person carrying on business in partnership with a Trustee or with any person falling within (a) or (b);(d) an institution which is controlled: (i) by a Trustee or by any person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i), when taken together; and

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

and 'controlled' and 'substantial interest' have the meaning provided in ss351 to 352 Charities Act 2011

Electronic Form

Something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form

Eligible Trustee(s)

All Trustees who would be entitled to vote on a resolution at a Board meeting

Financial Expert

An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000

Founding Trustees

means Mr Mark Christopher Tellwright and Ms Anna Patricia Cockell, both of 60 Eaton Place, London SW1X 8AT (and each a Founding Trustee) and any person appointed as a successor Founding Trustee in accordance with Article 13.4

General Meeting

A general meeting of the Charity

Incapacity

means being incapable, in the written opinion of a registered medical practitioner addressed to the Charity, that the relevant Trustee has become physically or mentally incapable of acting as a Trustee and may remain so incapable for more than six months

Member

A member of the Charity for the purposes of the Act and Members means all the members

the Objects

The objects of the Charity set out in Article 4

the Office

The registered office of the Charity

the Register

The register of members of the Charity kept pursuant to the Act

the Secretary

Any person appointed to perform the duties of secretary of the Charity

a Trustee

A director of the Charity and **Trustees** means all the directors

in writing or written

The representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1.2 Unless specifically stated otherwise:

- 1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Charity;
- 1.2.2 Words denoting the singular include the plural and vice versa;
- 1.2.3 Words denoting any one gender include all genders;
- 1.2.4 Each reference to "person" includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality); and
- 1.2.5 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.3 The Companies (Model Articles) Regulations 2008 shall not apply to the Charity.

2. NAME & OFFICE

2.1 The name of the Charity is Fairy Water Trust (or such other name as the Trustees shall from time to time decide).

2.2 The Office of the Charity will be situated in England.

3. GUARANTEE

Every Member undertakes that if the Charity is wound up while he is a Member, or within one year after he ceases to be a Member, that Member will contribute to the assets of the Charity such amount as may be required for the payment of the debts and liabilities of the Charity contracted before he ceases to be a Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £1.

4. OBJECTS

4.1 The objects of the Charity are for the public benefit to advance such exclusively charitable purposes (according to the laws of England and Wales) as the Trustees shall from time to time think fit (the "**Objects**").

4.2 Nothing in the Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 or section 2 of the Charities Act (Northern Ireland) 2008.

5. POWERS

5.1 In furtherance of the Objects but not further or otherwise, the Charity shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):

- 5.1.1 to make grants or loans of money;
- 5.1.2 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity;

- 5.1.3 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Charity;
- 5.1.4 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Charity in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Charity or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
- 5.1.5 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Charity shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects;
- 5.1.6 to set aside funds for special purposes or as reserves against future expenditure;
- 5.1.7 to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 5.1.8 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 arrangements at any time;
 - (e) the investment policy and the delegation arrangement are reviewed regularly;
 - (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.
- 5.1.9 to arrange for investments or other property or assets of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.1.10 to encourage groups of persons to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Charity. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees;

- 5.1.11 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Charity's interests or any of them;
- 5.1.12 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Charity and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 5.1.13 to provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, s.189 Charities Act, provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustee" in the said s.189 shall be treated as references to officers of the Charity;
- 5.1.14 to insure the property and assets of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.1.15 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 5.1.16 to subscribe to, support, affiliate, become a member of, transfer all or any of the Charity's property to, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Charity and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Charity;
- 5.1.17 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 5.1.18 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;
- 5.1.19 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.1.20 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 5.1.21 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Charity receiving any consideration or advantage;
- 5.1.22 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 5.1.23 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;
- 5.1.24 to make applications for consent under bye-laws or regulations and other like applications;

- 5.1.25 to pay out of the funds of the Charity the costs, charges and expenses of, and incidental to, the formation and registration of the Charity;
- 5.1.26 to enter into contracts and provide services to or on behalf of other bodies;
- 5.1.27 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 5.1.28 to acquire, take over and accept from an unincorporated body by disposition, conveyance, assignment or transfer the whole of the assets and property both real and personal of the unincorporated body and where necessary to give to any trustees in whom the said assets or property may be vested (whether or not they are the same individuals as the Trustees) a valid receipt, discharge and indemnity for and in respect of the transfer of the same to the Charity and without prejudice to the generality of the foregoing to assume responsibility for all undertakings and engagements of whatever kind of the unincorporated body and to carry out all the requirements of the same so far as is legally possible to the same extent and in the same manner as the unincorporated body would have done;
- 5.1.29 to do all such other lawful and charitable things as shall further the attainment of the Objects.

6. USE OF INCOME AND PROPERTY

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that this Article shall not prevent any payment in good faith by the Charity:
 - 6.1.1 of reasonable and proper remuneration to any Member, officer or employee of the Charity (not being a Trustee) for any goods or services supplied to the Charity and of travelling expenses necessarily incurred in carrying out the duties of officer or employee of the Charity;
 - 6.1.2 of interest at a reasonable rate on money lent by any Member or Trustee;
 - 6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Charity by any Member or Trustee;
 - 6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
 - 6.1.5 to any Trustee of reasonable out-of-pocket expenses;
 - 6.1.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Charity in accordance with Article 25;
 - 6.1.7 of the payment of remuneration to a Trustee for services under a contract with the Charity as authorised by Article 6.2;
 - 6.1.8 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees as permitted under Article 5.1.13;
 - 6.1.9 of the payment to any Member or Trustee of charitable benefits in furtherance of the Objects; and

- 6.1.10 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).
- 6.2 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply services or goods to the Charity in return for a payment or other material benefit if:
 - 6.2.1 the services or goods are actually required by the Charity;
 - 6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;
 - 6.2.3 the number of Trustees who are interested in any such a contract in any financial year of the Charity is in the minority; and
 - 6.2.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Charity, and likely to promote the success of the Charity, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Charity for the amount or maximum amount of benefit or payment.

7. CONFLICTS OF INTEREST

- 7.1 To the extent required by law every Trustee must disclose to the Charity all matters in which he or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Charity.
- 7.2 To the extent required by law every Trustee is obliged to avoid situations in which he has (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Charity. Where a Trustee is unable to avoid such a situation, this obligation is not infringed if:
 - 7.2.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
 - 7.2.2 the matter has been proposed and authorised by the Trustees in the manner set out in Article 7.3.
- 7.3 A matter proposed to the Trustees, in relation to which a Trustee(s) is/are conflicted, may only be authorised by the Trustees where:
 - 7.3.1 any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Trustee(s) in question;
 - 7.3.2 the matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to had their vote not been counted); and
 - 7.3.3 the Trustee(s) in question is (are) absent from the Board meeting for that item unless expressly invited to remain to provide information.
- 7.4 Subject to Article 7.5, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Charity, the Trustee must:
 - 7.4.1 declare the nature and extent of that interest either at a Board meeting or by written notice before the Charity enters into the transaction or arrangement;
 - 7.4.2 be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;

- 7.4.3 not be counted in the quorum for that part of the Board meeting; and
- 7.4.4 be absent during any vote and have no vote on the matter (whether in a Board meeting or by written resolution).
- 7.5 Notwithstanding Article 7.4, a Trustee who is interested in a proposed transaction or arrangement with the Charity may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is one falling within Article 7.6 ("**a permitted cause**").
- 7.6 This Article applies when a Trustee's interest in a proposed transaction or arrangement cannot reasonably be regarded as likely to give rise to a conflict of interest, or the Trustee's conflict of interest arises from any of the following permitted causes:
- 7.6.1 where the proposed transaction or arrangement is one which applies to the Trustee(s) in question in common with other third parties and there is no benefit to the Trustee(s) in question over and above that afforded to such third parties;
- 7.6.2 any transaction or arrangement with a charity of which a Trustee is a charity trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the Charity and which does not confer a personal benefit on the Trustee, and without prejudice to the generality of the foregoing, any exercise by the Trustees of the power exercisable by them under article 5.1.28;
- 7.6.3 any transaction or arrangement with a company limited by shares or a company limited by guarantee which is wholly owned by the Charity (or the Charity and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee; and
- 7.6.4 where the benefit is so negligible or minimal that it could not reasonably be regarded as giving rise to a conflict of interest.
- 7.7 Subject to Article 7.8 if a question arises at a Board meeting as to the right of a Trustee to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Trustee other than the Chair shall be final and conclusive.
- 7.8 If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Trustees at that Board meeting, for which purpose the Chair shall not be counted as participating in the Board meeting (or that part of the Board meeting) for voting or quorum purposes.

8. MEMBERS' LIMITATION OF LIABILITY

The liability of the Members is limited.

9. MEMBERS

- 9.1 Members shall automatically be the persons appointed from time to time as the Trustees.
- 9.2 A Member shall cease to be a Member automatically upon ceasing to be a Trustee.

10. GENERAL MEETINGS

- 10.1 The Trustees or the Chair may, whenever they or he thinks fit, call General Meetings in accordance with the Act.

- 10.2 Notice of General Meetings shall be given, and General Meetings shall be held, in accordance with the Act.
- 10.3 No business shall be transacted at any General Meeting unless a quorum of Members is present. Two Members present in person or by proxy shall be a quorum. Provided that if at any time there are one or more Founding Trustees, at least one of the Members present must be a Founding Trustee for the General Meeting to be quorate.
- 10.4 Any of the Members can be present at a General Meeting and count in the quorum by way of video conference or conference telephone call or similar equipment designed to allow everybody to take part in the meeting. A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in accordance with the Act.
- 10.5 A declaration by the Chair that a resolution has been passed shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

11. GENERAL MEETINGS - VOTING

- 11.1 At a General Meeting every Member shall have one vote (whether on a show of hands or on a poll) to be cast by the Member either personally or by proxy.
- 11.2 No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 11.3 Every Member shall be entitled to appoint another person as his proxy in accordance with the Act. A proxy does not need to be a Member.
- 11.4 Proxies may only be validly appointed by a notice in writing (a "**proxy notice**") which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which he is appointed, is signed by or on behalf of the Member and is delivered to the Charity in accordance with these Articles.
- 11.5 The Trustees may require proxy notices to be delivered in a particular form.
- 11.6 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
- 11.7 Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 11.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.
- 11.9 An appointment under a proxy notice may be revoked by delivering the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 11.10 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

12. WRITTEN RESOLUTIONS OF MEMBERS

- 12.1 Except in the case of a resolution to remove a Trustee or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held provided that:
- 12.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed by at least 75% of all those Members entitled to receive notice of and to attend General Meetings;
 - 12.1.2 in the case of an ordinary resolution, it is signed by a majority of all those Members entitled to receive notice of and to attend General Meetings; and
 - 12.1.3 it complies with any other legal requirements from time to time.
- 12.2 A resolution in writing is passed when the required majority of Members have signified their agreement to it.

13. TRUSTEES

- 13.1 Until otherwise determined by an ordinary resolution of the Charity, the number of Trustees shall not be less than three nor more than five.
- 13.2 The subscribers to the Memorandum of Association shall be the first Trustees and shall, subject to Article 13.6, hold office until 31 March 2020.
- 13.3 Subject to any maximum under Article 13.1 not being exceeded, the Founding Trustees may, acting together and at any time and from time to time, appoint any person who is able and willing to do so to be a Trustee by written resolution signed by both Founding Trustees, Provided that:
- 13.3.1 if at any time there shall be only one Founding Trustee, the sole Founding Trustee shall act alone to appoint new Trustees; and
 - 13.3.2 if at any time there shall be no Founding Trustees, the Trustees shall have the power to appoint new Trustees by resolution of the Trustees.
- 13.4 The Founding Trustees shall each have the power, at any time whilst he or she is a Founding Trustee, to nominate any person to become their successor Founding Trustee on the death or earlier Incapacity of that Founding Trustee, by Deed or by Will.
- 13.5 A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.
- 13.6 Subject to Article 16, the Founding Trustees shall hold office as Trustees of the Charity with no limit on the length of term for which the Founding Trustees may hold office.

14. RETIREMENT OF TRUSTEES

- 14.1 Subject to Article 13.6, each Trustee shall be appointed for a three year term, ending on 31 March in the third calendar year after that Trustee's appointment. At the end of each term a Trustee shall retire from office but may be re-appointed, with no limit on the number of consecutive terms of office a Trustee may hold.
- 14.2 If the Trustees at the meeting at which a Trustee retires from office do not fill the vacancy the retiring Trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Trustee is put to the meeting and lost.

- 14.3 Notwithstanding anything in these Articles, the Charity may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Trustee before the expiry of his period of office.

15. POWERS AND DUTIES OF THE TRUSTEES

- 15.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Charity, the business of the Charity shall be managed by the Trustees for which purpose they may exercise all the powers of the Charity. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by these Articles and at a Board meeting at which a quorum of Trustees is present may exercise all the powers exercisable by the Trustees.
- 15.2 The Trustees may exercise all the powers of the Charity to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Charity or of any third party, but only in so far as is permitted by law.
- 15.3 Subject to the provisions of these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

16. DISQUALIFICATION OF TRUSTEES

The office of a Trustee shall be vacated if:

- 16.1 he or she dies or becomes subject to a bankruptcy order or makes any arrangement or composition with his creditors;
- 16.2 he or she is suffering from Incapacity;
- 16.3 by notice in writing to the Charity he or she resigns from office;
- 16.4 he or she is disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or the Charities Act 2011 or is otherwise prohibited by law from holding office;
- 16.5 he or she is disqualified in accordance with any rules, regulations or codes in force from time to time and applicable to trustees;
- 16.6 with the exception of the Founding Trustees, he or she is removed by the Trustees on the basis that, in their reasonable opinion, his or her conduct or behaviour is detrimental to the interests of the Charity;
- 16.7 he or she has been convicted of any criminal offence, except where the maximum sentence for that offence is a fine; or
- 16.8 with the exception of the Founding Trustees, he or she absents him/herself from Board meetings during a continuous period of twelve months without special leave of absence from the Trustees and they pass a resolution that he or she has by reason of such absence vacated office.

17. PROCEEDINGS OF THE TRUSTEES

- 17.1 The quorum necessary for the transaction of business of the Trustees shall be two Eligible Trustees Provided that when one or more Founding Trustees hold office, at least one of the

Founding Trustees must be present for the Trustees' meeting to be quorate, unless there is no Founding Trustee who is an Eligible Trustee for the purposes of that Trustees' meeting.

- 17.2 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 17.3 Unless otherwise resolved by the Trustees, the Trustees shall meet at least twice each year.
- 17.4 When two Founding Trustees hold office as Trustees, the Trustees shall elect one of the Founding Trustees as the Chair. If at any time there is only one Founding Trustee, that Founding Trustee shall be the Chair. If at any time there are no Founding Trustees, the Trustees shall elect a Chair from amongst their number and may determine for what period they are to hold office.
- 17.5 The Chair shall be entitled to preside at all Trustees' meetings and General Meetings at which he or she shall be present. If at any meeting the Chair is unable or unwilling to chair the meeting, or is not present within fifteen minutes after the time appointed for holding the Trustees' Meeting or the General Meeting, the other Founding Trustee shall chair the meeting. If there is no Founding Trustee, or he or she is unable or unwilling to act as chair of the meeting, the Trustees present shall choose one of their number to be chair of the meeting.
- 17.6 A Chair elected without any determination of the period for which he or she is to hold office shall be deemed to have been elected for a term of three years if and for so long as he shall remain a Trustee. A retiring Chair may be re-elected.
- 17.7 The Trustees may delegate the administration of any of their powers to individual Trustees or to committees of Trustees and any such delegated authority must be used in accordance with any rules that the Trustees impose.
- 17.8 The Trustees may co-opt any person or people who are not Trustees to serve on the committee, but any such committee must have at least one Trustee on it at all times.
- 17.9 All acts and proceedings taken under such delegated authority must be reported to the Trustees as soon as reasonable.
- 17.10 Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.
- 17.11 Any Trustee can be present at a Trustees' meeting, or any sub-committee meeting, and count in the quorum by way of video conference or conference telephone call or similar equipment designed to allow everybody to take part in the meeting.
- 17.12 A meeting which takes place by video conference or telephone call will be treated as taking place where the chair of the meeting is located, unless the Trustees decide otherwise.
- 17.13 The Chair may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.
- 17.14 The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.
- 17.15 All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were

not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

17.16 The Trustees shall cause proper minutes to be made in books provided for the purpose of:

17.16.1 all appointments of officers made by the Trustees;

17.16.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and

17.16.3 all resolutions and proceedings at all meetings of the Charity and of the Trustees and of committees of the Trustees.

17.17 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.

17.18 A resolution of the Trustees may be taken by majority of the Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Trustees' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Trustee may indicate his agreement to a resolution in Electronic Form.

18. SECRETARY

A Secretary may be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.

19. EXECUTION OF DOCUMENTS

Documents shall be executed for and on behalf of the Charity in accordance with the Act.

20. HONORARY OFFICERS

The Trustees may, at any time and from time to time, appoint any person, whether a member of the Charity or not, to be president, a vice-president or a patron of the Charity. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

21. ACCOUNTS

Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Charity, carrying on activities of the nature carried on by the Charity.

22. ANNUAL REPORT

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual report and its transmission to the Charity Commission.

23. ANNUAL RETURN

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual return and its transmission to the Charity Commission.

24. NOTICES

- 24.1 Subject to these Articles, anything sent or supplied by or to the Charity under these 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.
- 24.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.
- 24.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 24.4 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 24.5 Where a document or information is sent or supplied by the Charity by post, service or delivery shall be deemed to be effected at the expiry of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 24.6 Where a document or information is sent or supplied by the Charity in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
- 24.7 A Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 24.8 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

25. INDEMNITY

- 25.1 Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled, every Trustee or other officer shall be indemnified out of the assets of the Charity against all costs and liabilities incurred by him in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in his favour, or he is acquitted, or relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.
- 25.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him or her in any proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Charity, provided that he or she will be obliged to repay such amounts no later than:
 - 25.2.1 if he or she is convicted in proceedings, the date when the conviction becomes final;
or

25.2.2 if judgement is given against him or her in proceedings, the date when the judgement becomes final; or

25.2.3 if the court refuses to grant him or her relief on any application under the Act, the date when refusal becomes final.

26. ALTERATIONS TO THESE ARTICLES

26.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a General Meeting or by a written special resolution.

26.2 Alterations may only be made to:

26.2.1 the Objects; or

26.2.2 to any clause in these Articles which directs the application of property on dissolution; or

26.2.3 to any clause in these Articles which provides the Trustees (or any one of them) with any benefit;

with the Charity Commission's prior written consent where this is required by law.

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

27. DISSOLUTION

If, upon the winding-up or dissolution of the Charity, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Members (except where a Member is also a charity with similar objects) but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under, or by virtue of Article 7. Such charitable institution or institutions to be determined by the Members, at or before the time of dissolution, or in default by the Charity Commission. If and in so far as effect cannot be given to such provision then, such property shall be given to some other charitable object.