

Polish School Manchester

www.polskaszkola.org.uk  
admin@polskaszkola.org.uk  
Tel: 0794 609 7586

Polish School – Manchester is a company limited by guarantee, registered in England and Wales, number 6498971  
Registered office at 1 Bloomfield Close, Cheadle Hulme SK8 6RR

---

THE COMPANIES ACTS 1985 & 1989

CHARITY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

# **MEMORANDUM OF ASSOCIATION**

of

**POLISH SCHOOL - MANCHESTER**

## **1 NAME**

The name of the Charity (hereinafter called "the Charity") is the Polish School - Manchester

## **2 REGISTERED OFFICE**

The registered office of the Charity will be in England and Wales.

## **3. OBJECTS**

The objects for which the Charity is formed shall be to advance education and in particular of the Polish community within Greater Manchester by the provision of:

- 3.1 teaching Polish language, religion, culture, Arts, humanities for adults and children;
- 3.2 opportunities for adults and children to take formal curriculum based examinations in Polish and English language; with a view to encouraging participation and integration into British Society and retaining an appreciation and understanding of Polish traditions and culture.

## **4 POWERS**

- 4.1 The Charity will have the following powers which can only be exercised in furtherance of its objects:
  - 4.1.1 to carry on primary purpose trading and other forms of trading within the confines of the law and to purchase or form trading companies alone or jointly with others; undertake primary purpose trading;
  - 4.1.2 to get donations, sponsorships, grants or gifts for the Charity by personal or written appeals, public events and other ways;
  - 4.1.3 to work with other agencies or organisations having similar aims, to encourage the provision and development of appropriate support and educational services, and where appropriate merge with other charities having similar aims;
  - 4.1.4 to support or oppose any change in the law which will affect the Charity's objects (or the achievement of them) and to comment publicly on social political or economic issues which relate to the Charity's objects or their achievement;
  - 4.1.5 to conduct research and collect information about issues relevant to the purposes of the Charity and make it available to interested people and organisations;
  - 4.1.6 to create, organise, develop and produce performances, exhibitions, workshops, retreats, courses and other educational and cultural events using any available medium;
  - 4.1.7 to write create and/or publish text or material using any available medium;

4.1.8 to draw, accept, factor or discount cheques and negotiable or other instruments and to operate bank or other accounts in the name of the Charity;

4.1.9 to employ staff, agents or consultants and to make provision for their proper payment including any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants;

4.1.10 subject to such consents as may be required by law:

4.1.10.1 to purchase, take on lease or in exchange, hire or otherwise acquire any property, assets, rights or privileges, and to construct, maintain and alter any buildings or works;

4.1.10.2 to sell, let, licence, mortgage or dispose of all or any of the property or assets of the Charity;

4.1.10.3 to carry out any charitable trusts which may lawfully be done by the Charity;

4.1.10.4 to borrow or raise money for the purposes of the Charity on such terms and on such security as it shall think fit, but the Charity shall not undertake any permanent trading activities (other than primary purpose trading) in raising funds to achieve its charitable objects;

4.1.10.5 to lend money on such terms and subject to such security as may be thought fit;

4.1.10.6 to invest the monies of the Charity not immediately required for its purposes in any way as it shall think fit and to take professional investment advice where necessary;

4.1.11 to establish and support or help in the establishment and support of any charitable organisation and to subscribe or guarantee money for charitable purposes;

4.1.12 to insure and arrange insurance cover to indemnify its Trustees and officers from and against the liabilities referred to in clause 4.2 but subject to the restrictions set out in clause 4.3;

4.1.13 to establish or support any charitable Trusts, Associations or Institutions formed for any of the charitable purposes included in the Objects;

4.1.14 to provide alone or with others at such places as the Charity may think fit facilities for the supply of food and drink PROVIDED THAT such food and drink shall only be available to people taking part in the activities of the Charity or in direct advance of the objects;

4.1.15 to do all other lawful things as shall further any or all of the above objects.

4.2 The liabilities referred to in clause 4.1.12 are:-

4.2.1 any liability in respect of negligence, default, breach of duty or breach of trust of which the Trustee or officer may be guilty in respect of the Charity;

4.2.2 the liability to make a contribution to the Charity's assets under section 214 of the Insolvency Act 1986(wrongful trading);

4.3 The following liabilities are excluded from clause 4.2.1:-

4.3.1 fines;

4.3.2 the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or officer;

4.3.3 liabilities to the Charity resulting from conduct which the Trustee or officer knew or ought to have known was not in the best interests of the Charity or which the Trustee or officer did not care whether or not it was in the best interests of the Charity.

4.4 There is excluded from clause 4.2.2 any liability to make such a contribution where the basis of liability is the Trustee's knowledge prior to the insolvent liquidation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

4.5 Provided that:

4.5.1 If the Charity shall take or hold any property which is subject to any trusts, the Charity shall be bound by such trusts.

4.5.2 If the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Charity must only deal with it in accordance with sections 36 and 37 of the Charities Act 1993 or any amendment or re-enactment of that Act.

## **5 RESTRICTIONS ON DISTRIBUTIONS**

5.1 The income and property of the Charity shall be applied solely towards achieving the objects of the Charity as set out in this Memorandum of Association. Save as provided in this clause and in clause 6 no part shall be paid or transferred directly or indirectly to the members of the Charity and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any payment or other financial benefit from the Charity.

5.2 PROVIDED THAT nothing in this clause 5 shall prevent the payment in good faith by the Charity:

5.2.1 of reasonable and proper payment for any services rendered to the Charity by any member, officer or employee of the Charity who is not a Trustee;

5.2.2 of reasonable out of pocket expenses for officers, members and Trustees incurred on behalf of the Charity;

5.2.3 subject to the restrictions contained in clauses 4.3.1 and 4.3.4 of premiums for trustee indemnity insurance cover.

## 6 DEALINGS WITH TRUSTEES

6.1 No Trustee may buy or sell goods, services or interest in land from or to the Charity, be employed by or receive remuneration or receive any financial benefits from the Charity unless the payment is permitted by Clause 6.2 and the Trustees follow the procedure and observe the conditions set out in Clause 6.3; or the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

6.2 The payments to Trustees permitted pursuant to Clause 6.1 are:

6.2.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;

6.2.2 a salary as an employee of the Charity or a payment under a contract for the supply of goods or services to the Charity otherwise than for acting as a Trustee;

6.2.3 interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be settled by the Trustees;

6.2.4 rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.

6.3 The Charity and its Trustees may only rely upon the authority provided by Clause 6.2 if each of the following conditions is satisfied:

6.3.1 the Trustee is not paid for undertaking the responsibilities and obligations arising from the Trusteeship;

6.3.2 the remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances;

6.3.3 the Trustee is absent from the part of any meeting at which there is discussion of his interest or proposed interest, he does not vote on the matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

6.3.4 the other Trustees are satisfied that it is in the interest of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee and a majority of the Trustees then in office have received no such payments.

6.3.5 the reason for their decision is recorded by the Trustees in the minutes.

6.4 The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or Charity in which the Trustee is a partner, employee, consultant, Trustee, member or a shareholder, unless the shares of the Charity are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

## **7 ALTERATIONS**

7.1 No additions, alterations or amendments shall be made to these Memorandum or Articles of Association except by special resolution passed at a General Meeting. No additions, alterations or amendments shall be made to Clause 3, Clause 5, Clause 6, Clause 10 or this Clause without prior consent in writing of the Charity Commissioners, nor shall any additions, alterations or amendments be made which would have the effect that the Charity ceases to be a Charity to which Section 30 of the Companies Act 1985 applies.

## **8 LIMITATION OF LIABILITY**

The liability of the members is limited.

## **9 GUARANTEE**

If the Charity is wound up while a person is a member, or within one year after that person ceases to be a member, that person undertakes to contribute such amount as may be required (not exceeding £1) for:

9.1 payment of the debts and liabilities of the Charity contracted before that person ceases to be a member, and of the costs, charges and expenses of winding up; and

9.2 the adjustment among themselves of the rights of those contributing to the debts and liabilities.

## **10 WINDING UP**

If the Charity is wound up and any assets are left after all its debts and liabilities have been satisfied these assets will not be distributed among the members of the Charity. Instead, they will be given to some other charity or charities with similar objects to the Charity and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Clause 5 of this Memorandum.

The charity or charities will be determined by the members of the Charity at or before the time of winding up, failing which the assets will be given to some other charitable object which the Charity Commissioners for England and Wales shall approve.

THE COMPANIES ACTS 1985 & 1989

CHARITY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

# **ARTICLES OF ASSOCIATION**

of

POLISH SCHOOL - MANCHESTER

# 1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles the words in the first column of the Table below shall bear the meaning opposite them in the second column unless they are out of context:

WORDS	MEANINGS
the Act	The Companies Act 1985 including any statutory alteration or re-enactment thereof
these Articles	These Articles of Association and the regulations of the Charity from time to time in force
the Charity	The Charity Limited by Guarantee
the Trustees	The Directors of the Charity (and "Trustee" has a corresponding meaning)
the secretary	Any person appointed to perform the duties of the secretary of the Charity
SORP	Statement of Recommended Practice 2000 and any amendments thereto
the office	The registered office of the Charity
the United Kingdom	Great Britain and Northern Ireland.
month	Calendar Month
clear days	in relation to the period of a notice means the periods 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.
in writing	Written, printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form including Electronic Communication.
Electronic Communication	have the meaning give by the Electronic And Communication Communications Act 2000

1.2 Singular words shall include the plural and vice versa.

1.3 A "person" or "people" shall include organisations.

1.4 "Auditor" shall in appropriate cases include an independent examiner under SORP 2000 or any regulations derived from it or any replacement SORP or regulations.

1.5 Subject to the above, any words or expressions defined in the Act shall have the same meanings in these Articles unless they are obviously out of context.

## **2 PURPOSES**

The Charity is established for the purposes expressed in the Memorandum of Association.

## **3 MEMBERSHIP**

3.1 The Members of the Charity are the subscribers to the Memorandum of Association and such other people as the Charity shall admit to membership.

3.2 The Trustees may establish criteria for membership and make regulations governing the admission of members.

3.3 The Trustees shall have the right for good reason to end the membership of any member PROVIDED ALWAYS that the member shall have a right to be heard before a final decision is made.

3.4 The Charity shall maintain a Register of Members in which shall be recorded the name and address and electronic address of every member and the representative of every member organisation, and the dates on which they became and ceased to be a member or representative.

3.5 Membership cannot be transferred to anyone else and ceases automatically if the member fails to attend two successive annual general meetings in person, by its appointed representative (if a member organisation) or by proxy without notifying to the Secretary his or her intention to remain a member. Failure to pay any subscription or any other sum due to the Charity within six months of it falling due shall result in the disqualification of a member.

3.6 No person or organisation may be admitted as a member of the Charity unless their application for membership has been approved by the Trustees or Membership Committee formed for this purpose.

3.7 A member may resign by giving notice in writing to the secretary

## 4 GENERAL MEETINGS

- 4.1 The Charity shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be fixed by the Charity and the notices calling it shall say that it is the Annual General Meeting, provided that
- 4.1.1 the first Annual General Meeting must be called within 18 months of the Charity being formed;
  - 4.1.2 every Annual General Meeting except the first shall be held within fifteen months of the previous one;
  - 4.1.3 if the Charity holds its first Annual General Meeting within eighteen months after its incorporation it need not hold another one in the year following incorporation.
- 4.2 An Extraordinary General Meeting is a General Meeting which is not an Annual General Meeting.
- 4.3 Extraordinary general meetings may be called
- 4.3.1 by the Trustees whenever they think fit;
  - 4.3.2 by members representing at least 10 per cent of the total voting rights in the Charity as provided by section 368 of the Act;
  - 4.3.3 by any Trustee or any member of the Charity if at any time there are not enough Trustees in the United Kingdom to form a quorum.
- 4.4 Notice must be given to the members Trustees and auditors of the Charity. The notices shall:
- 4.4.1 give fourteen clear days' notice in writing at the least for every General Meeting and of every meeting called to pass a Special Resolution;
  - 4.4.2 state the place, the day and the hour of meeting, and in the case of special business the general nature of that business.
- 4.5 If a meeting of the Charity is called by shorter notice than that required by these Articles it will be treated as duly called if it is so agreed:-
- 4.5.1 in the case of the Annual General Meeting by all the members entitled to attend and vote; and
  - 4.5.2 in the case of any other meeting by a majority of the members entitled to attend and vote at the meeting who also represent at least 95% of the total voting rights of all the members.
- 4.6 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice will not invalidate any business done at any meeting.

## **5 PROCEEDINGS AT GENERAL MEETINGS**

5.1 Ordinary Business at an Annual General Meeting is:

5.1.1 the consideration of the income and expenditure account and balance sheet

5.1.2 the reports of the Trustees and the Auditors

5.1.3 the election of Trustees in the place of those retiring, and

5.1.4 the appointment of the Auditors (if necessary)

5.1.5 the fixing of the Auditors' fees (if necessary)

5.2 Special Business is all business done at an Extraordinary General Meeting and all business done at an Annual General Meeting except Ordinary Business.

5.3 No business shall be done at any General Meeting unless a quorum of members is present when the meeting starts. A quorum is the greater of 1/10 or 3 of the members, but if a quorum is not present half an hour after the General Meeting was due to start, or if during the meeting a quorum ceases to be present, then

5.3.1 if the meeting was called pursuant to Article 4.3.2 it shall be cancelled;

5.3.2 in any other case it shall be adjourned to the same day in the next week, at the same time and place, or at such other time and/or place as the Trustees may decide.

5.3.3 if a quorum is not present half an hour after the adjourned meeting was due to start the members present shall be a quorum.

5.4 The Chair (if any) of the Trustees shall chair every General Meeting, but if

5.4.1 there is not a Chair, or

5.4.2 the Chair is not present fifteen minutes after the time the meeting was due to start, or

5.4.3 the Chair does not want to preside

then the members present and entitled to vote shall choose a Trustee to chair the meeting, but if none of the Trustees present will take the chair, the members present and entitled to vote shall choose a member of the Charity who is present to take the chair.

5.5 A Trustee shall be entitled to attend and speak at any General Meeting even if that Trustee is not a member of the Charity.

5.6 The Chair may, with the consent of any 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

5.6.1 no business shall be done at any adjourned meeting other than the business left unfinished at the adjourned meeting;

5.6.2 if a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same way as for an original meeting. Otherwise the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

## **6 VOTING**

6.1 Subject to Article 6.8, every member shall have one vote.

6.2 No member shall be entitled to vote at a General Meeting unless all monies owed by that member to the Charity have been paid.

6.3 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chair; or three members having the right to vote at the meeting; or a member or members representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting,

6.4 Unless a poll is demanded a declaration by the Chair of the meeting that a resolution has been carried or lost by a particular majority or unanimously which is entered in the minute book of the Charity will be conclusive evidence of the fact.

6.5 The demand for a poll may be withdrawn.

6.6 Subject to the provisions of Article 6.7, if a poll is demanded under Article 6.3, it will be taken at such time and place and in such a way as the Chair of the meeting shall direct and the result of the poll will be the resolution of the meeting at which the poll was demanded.

6.7 No poll shall be demanded on the election of a chair of a meeting, or on any question of adjournment.

6.8 If the votes are equal, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.

6.9 The demand for a poll shall not prevent the continuance of a meeting for the doing of any business other than the question on which a poll has been demanded.

6.10 On a poll votes may be given either personally or by proxy and with regard to proxies:-

6.10.1 The appointment of a proxy shall be signed by the donor or of the attorney of the donor duly authorised in writing. A proxy need not be a member of the Charity.

6.10.2 To be valid the proxy and any power of attorney or other authority under which it is signed (or a copy of the power or authority certified by a solicitor or notary) shall in the case of an instrument in writing be delivered at the registered office of the Charity (or at such other place within the United Kingdom specified in the notice calling the meeting)

6.10.2.1 at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument intends to vote, or

6.10.2.2 in the case of a poll, at least 24 hours before the time fixed for the taking of the poll.

6.10.3 In the case of an appointment contained in an electronic communication where an address has been specified for the purpose of receiving electronic communications in the notice convening the meeting; or in any instrument of proxy sent out by the Charity in relation to the meeting; or in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting it shall be received at the specified address in accordance with the time limits set out in clause 6.10.2.

6.10.4 An instrument appointing a proxy shall be in the following form or a form as near to it as possible:-

*“I/We of ..... being a member/members of the above Charity hereby appoint  
of or failing that person  
of as my/our proxy to vote for me/us on my/our behalf at the [annual][extraordinary]  
general meeting of the Charity to be held on and at any adjournment thereof*

*Signed this day of 20[ ]*

*This form is to be used [in favour of][against]\* the resolution. Unless instructed the proxy will vote as he thinks fit.”*

*\*strike out whichever is not desired or applicable*

6.10.5 The appointment of a proxy shall be deemed to confer authority to demand or join in demanding a poll.

6.10.6 A vote given in accordance with the terms of a proxy shall be valid even though the giver of the proxy has died or become insane, or has revoked the proxy or the authority under which it was given unless the Charity has received written notice of the fact before the start of the meeting or adjourned meeting at which the proxy is used.

## **7 BOARD OF TRUSTEES**

7.1 The number of Trustees shall never be less than 3 and the maximum number shall be determined by a General Meeting. The first Trustees are the people named on the statement delivered to the Registrar of Companies under section 10 of the Act.

7.2 The Trustees may at any time co-opt any person (who need not be a member of the Charity) as a Trustee, either to fill a casual vacancy or by way of addition to their number, provided that the maximum referred to in Article 7.1 is not exceeded. Any member so co-opted shall retain office only until the next Annual General Meeting, but shall then be eligible for re-election.

7.3 The Trustees shall have the power to:

7.3.1 Manage the business of the Charity and pay expenses incurred in the promotion and formation of the Charity as they think fit,

7.3.2 Exercise all the powers of the Charity which are not required by the Act, or these Articles, or any regulation made by the Charity in General Meeting to be exercised by the Charity in General Meeting.

7.3.3 No regulation shall invalidate any act of the Trustees done before the requirement is made which would have been valid if that regulation had not been made.

7.4 In the exercise of their powers and in the management of the business of the Charity the Trustees are charity trustees within the meaning of section 97 of the Charities Act 1993.

7.5 The Trustees may act even if there are vacancies but if the number of Trustees reduced to less than the minimum number referred to in Article 7.1 they can only act for the purposes of: admitting persons to membership of the Charity; or filling up vacancies in their body; or summoning a General Meeting.

7.6 All cheques and other negotiable instruments and all receipts for money paid to the Charity shall be signed, drawn, accepted, endorsed or otherwise made in such a way as the Trustees shall decide.

7.7 The Trustees shall cause minutes to be made of all appointments of officers made by the Trustees, of the names of the Trustees present at each Trustees meeting; of all resolutions and proceedings at all meetings of the Charity, and of the Trustees, including the names of the Trustees present at each such meeting, and the minutes of any meeting, if they are signed by the Chair of the meeting (or by the Chair of the following meeting), will be conclusive evidence of the facts stated in the minutes.

## **8 DISQUALIFICATION OF TRUSTEES**

The office of Trustee shall be vacated if a Trustee:

8.1 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 or any statutory re-enactment or modification thereof; or

8.2 becomes unable by reason of mental disorder illness or injury to manage and administer the Trustee's own property and affairs; or

8.3 is directly or indirectly involved in any contract with the Charity and fails to declare the nature of the Trustee's interest by giving notice at the first meeting at which the contract is discussed or at the first meeting after the Trustee becomes involved in the contract; or

8.4 resigns by notice in writing to the Charity; or

8.5 is removed from office by a resolution duly passed pursuant to section 303 of the Act; or

8.6 fails without reasonable excuse to attend three consecutive meetings of the Trustees; or

8.7 if a majority of the Trustees vote to remove him from office on any ground PROVIDED THAT he has been given an opportunity to be heard at a Board Meeting.

## 9 ROTATION OF TRUSTEES

9.1 At the first Annual General Meeting and at each following Annual General Meeting one-third of the Trustees for the time being (or if their number is not a multiple of three then the number nearest to one-third) shall retire from office.

9.2 The Trustees to retire shall be those who have been longest in office since their last election or appointment. As between Trustees of equal seniority the Trustees to retire shall be selected by lot unless they agree otherwise. A retiring Trustee shall be eligible for re-election.

9.3 At the meeting at which a Trustee retires the Charity may appoint a new Trustee in place of the retiring Trustee. If standing for re-election the retiring Trustee shall be deemed to have been re-elected, unless at the meeting it is expressly resolved not to replace the retiring Trustee; or a resolution for the re-election of the retiring Trustee shall have been put to the meeting and lost.

9.4 No person other than a Trustee retiring at the meeting shall be eligible for election as Trustee at any General Meeting unless:

9.4.1 that person is recommended by the Trustees for election; or

9.4.2 the secretary is given notice in writing by a member duly qualified to attend and vote at the meeting, not less than 4 nor more than 21 clear days before the date set for the meeting, of that member's intention to propose such person and of that person's willingness to be elected.

9.5 The Charity may in General Meeting increase the number of Trustees, and decide in what rotation the additional Trustees shall retire, and may make the appointments necessary for effecting any such increase.

## 10 PROCEEDINGS OF THE TRUSTEES

10.1 The Trustees may meet together to do the Charity's business, adjourn and otherwise regulate their meetings as they think fit, determine the quorum necessary for the transaction of business, provided that the quorum for meetings of the Trustees shall never be less than 1/3 or 3 (whichever is the greater number) of the Trustees.

10.2 Questions arising at any meeting shall be decided by a majority of votes. If the votes are equal the Chair shall have a second or casting vote.

10.3 A Trustee may (and on the request of a Trustee the secretary will) call a meeting of the Trustees by notice served upon the Trustees. A Trustee whose address in the register of Trustees is outside the United Kingdom shall not be entitled to notice of a meeting unless that Trustee has given the Charity an address in the United Kingdom at which notices can be served.

10.4 The Trustees may

10.4.1 elect a Chair who shall be entitled to chair all meetings of the Trustees at which the Chair shall be present,

10.4.2 determine how long the Chair will hold office,

10.4.3 choose one of their number to chair the meeting if the Chair is not present within fifteen minutes after the time appointed for holding the meeting; or the Chair does not want to preside.

10.5 A meeting of the Trustees at which a quorum is present can exercise all the powers which all the Trustees have.

10.6 The Trustees may delegate any of their powers to sub-committees consisting of such Trustees and others as they think fit, and any committee so formed shall observe any regulations imposed on it by the Trustees; and conduct its meetings in accordance with these Articles so far as applicable; and report to the Trustees on any decisions taken as soon as possible; and not exceed any budget which has been approved in advance by the Trustees.

10.7 All acts done in good faith by any meeting of the Trustees or by any committee of the Trustees, or by any person acting as a Trustee, shall be valid even if it is discovered later that the appointment or continuance in office of any Trustee was faulty; or they or any of them were disqualified from holding office or had retired.

10.8 A resolution in writing signed by all Trustees shall be as valid as if it had been passed at a valid meeting of the Trustees. A resolution signed by all members of any committee of Trustees shall be valid as if it had been passed at a valid meeting of that committee.

## **11. SECRETARY**

11.1 The secretary shall be appointed by the Trustees on such terms and conditions as they may think fit but no Trustee shall occupy the salaried position of secretary. The first secretary shall be the person named as secretary in the statement delivered to the Registrar of Companies under section 10 of the Act. Any secretary may be removed by the Trustees and the provisions of section 283 of the Act shall apply and be observed.

11.2 The Trustees may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting;

11.3 A Trustee who is also the secretary cannot sign a document in both capacities

## **12 DEEDS**

Any document to be executed as a deed shall only be valid if signed and delivered as a deed on behalf of the Charity by a Trustee and the secretary, or by two Trustees and any purchaser or person dealing with the Charity in good faith shall accept those signatures as conclusive evidence of the fact that the document has been properly executed.

## **13 CHARITY ACCOUNTS AND ANNUAL RETURN**

The Trustees must comply with their duties under the Act to prepare accounts and an Annual Return and to send them to the Registrar of Companies

## **14 CHARITIES ACT ANNUAL REPORT AND RETURN**

The Trustees must comply with their obligations under the Charities Act 1993 or any statutory re-enactment or modification thereof to prepare an annual report and an annual return and to send them to the Charity Commissioners for England and Wales.

## 15 NOTICES

15.1 A notice may be served by the Charity upon any member,

15.1.1 either personally or

15.1.2 by sending it through the post in a prepaid letter, addressed to such member at that member's address as appears in the register of members; or

15.1.3 by sending it using electronic communications to an address for the time being notified to the Charity by that member for the purpose of receiving electronic communications.

15.2 A member whose address in the register of members is outside the United Kingdom shall not be entitled to notice of a meeting unless that member has given the Charity an address in the United Kingdom at which notices can be served. Otherwise only those members whose address in the register of members is in the United Kingdom shall be entitled to receive notices from the Charity.

15.3 Any notice served by post shall be deemed to have been served on the third day following that on which the letter containing the same is put into the post, and in proving service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter; or

15.4 An electronic communication shall be deemed to have been properly served if it was sent to the correct address. It will be deemed to be delivered on the following working day.

## 16 REGULATIONS

16.1 The Trustees may from time to time make such rules or bye laws as they may think fit for the proper conduct and management of the Charity and in particular they may by such rules or bye laws regulate:

16.1.1 the admission of members including:-

16.1.1.1 the admission of organisations to membership; and

16.1.1.2 the classes of membership; and

16.1.1.3 the rights and privileges of such members; and

16.1.1.4 the conditions of membership; and

16.1.1.5 the entrance fees, subscriptions and other fees or payments to be made by members;

16.1.2 Communication with members and the use of electronic communication from and to the Charity;

16.1.3 the conduct of members of the Charity in relation to one another and to the Charity's workers;

16.1.4 the use of the whole or any part or parts of the Charity's premises at any particular time or for any particular purpose;

16.1.5 the procedure at General Meetings and meetings of the Trustees and committees of the Trustees so far as such procedure is not regulated by the Articles or the Act;

16.1.6 generally all such matters as are usually the subject matter of Charity rules.

16.2 The Charity in General Meeting shall have power to alter add to or repeal the rules or bye laws PROVIDED THAT no rule or bye law shall conflict with or shall affect or repeal anything contained in the Memorandum or the Articles.

16.3 The Trustees shall give notice to members of the Charity of the rules and bye laws, which shall bind all members of the Charity

## **17 WINDING UP**

Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Charity shall have effect as if it was set out in full in these Articles.

## **18 INDEMNITY**

In relation to the affairs of the Charity, subject to the provisions of the Act, and without prejudice to any indemnity to which a Trustee may otherwise be entitled, 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 that person

18.1 in defending any civil or criminal proceedings in which judgment is given in that person's favour or which results in acquittal or

18.2 in connection with any application in which relief is granted to that person by the court from liability for negligence, default, breach of duty or breach of trust.

