The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Education Development Trust
(formerly CfBT Education Trust)
Company Number: 00867944

(Amended by Special Resolution dated 9 July 1976, 29 November 1986, 22 May 1993, 11 January 1994, 11 June 1994, 27 September 1997, 7 February 2003, 14 September 2006,14 November 2013, 30 April 2015, 11 October 2016, 6 July 2017, 20 May 2021, and 9 May 2024)

Education Development Trust
Highbridge House
16-18 Duke Street
Reading
RG1 4RU

(Version no. 21)

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Education Development Trust

Name

1. The name of the company is Education Development Trust[1].

Registered office

2. The registered office of the Company is situated in England and Wales.

Defined Terms

3. In these Articles the following terms shall have the following meanings:

"Act" the Companies Act 2006 (as defined in Section 2 of the Companies Act 2006) in so far as it applies to the Company

"address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means
"Articles"	these Articles of Association of the Company
"Board" or "Board of Trustees"	collectively, the directors of the Company as defined in the Act
"Chair"	is the person appointed in accordance with Article 70
"clear days"	in relation to the period of a notice, means a period excluding the day when the notice is given or deemed to be given and the day for

[1] The name of the company was changed on 4th January 2016 from CfBT Education Trust to Education Development Trust by conditional resolution of the Members dated 30th April 2015, such conditions having being satisfied.

	which it is given or on which it is to take effect
"Company"	Education Development Trust
"Connected Person"	Any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any other person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned in (a) or (b); or (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital
"Document"	includes unless otherwise specified any document sent or supplied in Electronic Form
"Electronic Form and	in respect of meetings or the presence of a person, means presence or attendance via any form of electronic communication including virtual conferencing and other communication through remote or internet-based technologies and, in respect of documents, have the meanings respectively given to Electronic Means given to them in Section 1168 of the Act
"financial expert"	an individual, company or firm who or which is authorised to give investment advice under the Financial Services and Markets Act 2000
"Nominations Committee"	the Committee established in relation to the recruitment of new Trustees to the Board and appointment of new Members to the Membership
"Seal"	the common seal of the Company to be applied in accordance with Article 102
"Secretary"	the secretary of the Company, if any

"Subsidiary Company"	any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company
"Trustee and Trustees"	director and directors of the Company and includes any person/(s) occupying the position, by whatever name called
"Trustee Remuneration Committee"	the Committee established in order to provide independent oversight of the remuneration of the Board

4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined above bear the same meaning as in the Act but excluding any statutory modification not in force when the Articles become binding on the Company.

5. Apart from the exception set out in Article 4 a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

6. Words importing the singular shall include the plural and vice versa.

7. Words importing persons shall include corporations.

Liability of Members

8. The liability of each Member is limited to £1 being the amount that each Member undertakes to contribute to the assets of the Company if it is wound up during his or her membership or within one year thereafter for:

8.1 payment of the Company's debts and liabilities incurred before he or she ceased to be a Member;

8.2 payment of the costs, charges and expenses of winding up;

8.3 adjustment of the rights of the contributories among themselves.

Objects

9. The objects of the Company are:

9.1 to advance education for the public benefit;

9.2 to relieve unemployment for the benefit of the public in such ways as may be thought fit, including assistance to find employment.

Powers

10. The Company has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular the Company may:

10.1 promote and assist in the promotion of, teaching in educational or training establishments or other organisations throughout the world as well as the delivery of teaching in all subjects, including teacher training, the teaching of literacy and numeracy, science and ICT, language and communication and English as a foreign or second language;

10.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

10.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter in any media;

10.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

10.5 provide, or procure the provision of, counselling and guidance;

10.6 provide, or procure the provision of, advice and consultancy services on education matters;

10.7 provide or assist in the provision for teachers of welfare services, facilities, training, equipment, data, information and all other matters or things which enable teachers to improve the quality of education;

10.8 acquire, fund and maintain schools, colleges, resource centres or other institutions or organisations concerned in the advancement of education;

10.9 establish, fund, maintain, assist and participate in the provision of scholarships, exhibitions, awards, grants, courses at educational institutions, fellowships, research fellowships, lectureships and professorial chairs;

10.10 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

10.11 pursue the objects either alone or in partnership with other individuals, agencies, corporations or education departments, ministries or governments throughout the world;

10.12 enter into contracts to provide services to or on behalf of other bodies;

10.13 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

10.14 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power, the Company must comply as appropriate with the Charities Act 2011);

10.15 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Company must comply, as appropriate, with the Charities Act 2011, if it wishes to mortgage land);

10.16 set aside funds for special purposes or as reserves against future expenditure;

10.17 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;

10.18 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;

10.19 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

10.20 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

10.21 raise funds by way of subscription, donation or otherwise;

10.22 accept (or disclaim) gifts of money and any other property;

10.23 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;

10.24 incorporate and acquire subsidiary companies to carry on any trade or for any other purposes;

10.25 subject to Articles 11-17:

10.25.1 engage and pay employees, consultants and professional or other advisers; and

10.25.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees, their spouses, their partners and dependants;

10.26 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

10.27 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects);

10.28 undertake and execute charitable trusts;

10.29 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body;

10.30 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

10.31 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company; and

10.32 provide indemnity insurance for the Trustees or any other officer of the Company in accordance with and subject to the conditions in section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said section 189 (1) shall be treated as references to officers of the Company).

Application of Income and Property

11. The income and property of the Company shall be applied solely towards the promotion of its objects.

Permitted Benefits to Members

12. No part of the income and property of the Company may be paid or transferred directly or indirectly by way of benefit to any Member of the Company. This shall not prevent any payment in good faith by the Company of:

12.1 any payments made to any Member in their capacity as a beneficiary of the Company;

12.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Company (including services performed by the Member under a contract of employment with the Company), provided that if such Member is a Trustee, Articles 13 and 14 shall apply.

12.3 interest at a reasonable and proper rate on money lent by any Member to the Company;

12.4 any reasonable and proper rent for premises let by any Member to the Company;

12.5 reasonable expenses properly incurred within the United Kingdom by any Member when attending meetings of the Company;

12.6 fees, remuneration or other benefits in money or money's worth to a company of which a Member holds less than 1% of the capital;

12.7 Any payments to a Member who is also a Trustee which are permitted under Articles 13 and 14.

Permitted benefits to Trustees and Connected Persons

13. No Trustee may:

13.1 sell goods, services or any interest in land to the Company;

13.2 be employed by, or receive any remuneration from, the Company; or

13.3 receive any other financial benefit from the Company;

unless the payment is permitted by these Articles or authorised by the court or the Charity Commission.

14. A Trustee or Connected Person (as relevant) may receive the following benefits from the Company or from any Subsidiary Company (provided that the procedure described in Article 18-23 of the Articles (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit):

14.1 a benefit from the Company or any Subsidiary Company in his or her capacity as a beneficiary of the Company or any Subsidiary Company;

14.2 reasonable expenses properly incurred by him or her when acting on behalf of the Company or any Subsidiary Company;

14.3 reasonable and proper remuneration by the Company or any Subsidiary Company to any Trustee for any goods or services supplied to the Company or any Subsidiary Company on the instructions of the Trustees (including the service of acting as Trustee and services performed under a contract of employment with the Company or any Subsidiary Company) provided that the prior written consent of the Charity Commission is obtained;

14.4 interest at a reasonable and proper rate on money lent to the Company or any Subsidiary Company;

14.5 reasonable and proper rent for premises let to the Company or any Subsidiary Company.

15. The Company or any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance;

16. A Trustee or other officer of the Company or any Subsidiary Company may receive payment under an indemnity from the Company or any Subsidiary Company in accordance with the indemnity provisions set out in Article 116;

17. Payments to Trustees authorised under Articles 13 and 14 may only be made if:

17.1 the Trustees to be paid have been recruited and selected in accordance with best practice which will generally involve external advertisement;

17.2 the level of remuneration is no greater than necessary, is reasonable for the responsibilities of the Trustee's role in each case taking into account all relevant factors including the level of remuneration for equivalent roles in similar organisations, is only adjusted in accordance with the terms of Article 69 and is approved in advance in writing by the Charity Commission;

17.3 the payment is made to any such Trustee in accordance with a written agreement between the Trustee and the Company;

17.4 Trustees are subject to regular performance management;

17.5 conflicts of interests are managed in accordance with Article 18-23.

Trustee interests and management of conflicts of interest

18. Unless Article 19 applies, a Trustee must declare the nature and extent of:

18.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

18.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

19. There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

20. If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

21. If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in

respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

21.1 the decision could result in the Trustee or any Connected Person receiving a benefit other than:

21.1.1 any benefit received in his or her capacity as a beneficiary of the Company (as permitted under Article 14.1) and which is available generally to the beneficiaries of the Company;

21.1.2 the payment of premiums in respect of indemnity insurance

21.1.3 payment under the indemnity set out in Article 116; and

21.1.4 reimbursement of expenses in accordance with Article 14.2; or

21.2 a majority of the other Trustees participating in the decision-making process decide to the contrary, in which case he or she must comply with these Articles.

22. If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article, he or she must:

22.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

22.2 not be counted in the quorum for that part of the process; and

22.3 withdraw during the vote and have no vote on the matter.

23. Where a Trustee or Connected Person has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

23.1 the Trustee shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

23.2 the Trustee shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any Connected Person derives from any matter or from any office, employment or position.

Members

24. The Members at the date of adoption of these Articles and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company.

25. The Nominations Committee shall:

25.1 identify and nominate for approval by the Board, suitable candidates to be admitted to membership by the Members;

25.2 consider applications from other persons who wish to become a Member, for approval by the Board and admission by the Members, but the Committee may in its absolute discretion decline to accept any person as a Member and need not give reasons for so doing.

26. The Nominations Committee may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as Members.

27. If a person becomes a Member as a representative of an unincorporated association or body, the name of the Member, the name of the unincorporated association or body and the fact that the Member is its representative shall be entered in a register of Members. Subject to the Nominations Committee's right to decline to accept any person as a Member, the unincorporated association or body shall be entitled to replace the Member who is its representative with another person by giving notice to the Company and without it being necessary for the outgoing Member to give notice or the incoming Member to complete an application form.

28. Every corporate Member shall appoint an individual to represent it at meetings of the Company and the name of such representative and the fact that he or she is the representative of such Member shall be noted in the register of Members. A corporate Member shall be able to replace its representative with another individual by giving notice to the Company.

29. Subject to the Act, the Nominations Committee may establish such categories of membership as it thinks fit. Subscriptions limited to £1 may be levied on Members of the Company.

Cessation of Membership

30. Subject to Article 28, membership shall not be transferable and shall cease on death. A Member shall cease to be a Member:

30.1 on the expiry of at least seven clear days' notice given by him or her to the Company of his or her intention to withdraw;

30.2 if any subscription or other sum payable by the Member to the Company is not paid on the due date and remains unpaid seven days after notice served on the Member by the Company informing him or her that he or she will be removed from membership if it is not paid. The Nominations Committee may recommend the re-admission to membership of any person removed from membership on this ground on his or her paying such reasonable sum as the Nominations Committee may determine;

30.3 if the Member, being an individual, has a bankruptcy order made against him or her or has an order made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy.

30.4 if the Member, being a corporate Member, goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order is made or a resolution passed for its winding up;

30.5 if the Trustees acting by a two thirds majority agree to rescind the appointment of any Member; or

30.6 if at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A Member expelled by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

Members' Meetings

31. Subject to the Act, the Company shall hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

32. The Trustees may call a general meeting at any time. The Trustees are required to call a general meeting once the Company has received a request to do so from Members who represent at least 5% of the total voting rights of all the Members having a right to vote at general meetings in accordance with Section 303 of the Act. If the Trustees fail to call a general meeting in these circumstances, the Members may themselves call a general meeting in accordance with Section 305 of the Act.

Notice of Members' Meetings

33. All general meetings must be called by either at least 14 clear days' notice or shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the Members.

34. Every notice calling a general meeting shall specify the place, day and time of the meeting, and the nature of the business to be transacted. If a special resolution is to be proposed the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

35. Notice of general meetings shall be given to every Member, to the Trustees, to any President and Vice President, to any patron(s) and to the auditors of the Company.

Quorum and Attendance at Members' Meetings

36. No business shall be transacted at any general meeting unless a quorum is present in person or by Electronic Means. 7 Members or 10% of the Members, whichever is the greater, entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporate Member, attending in person or by Electronic Means shall be a quorum. If a quorum is not present in person or by Electronic Means within half an hour from the time appointed for the meeting, the chair of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit and failing adjournment the meeting shall stand adjourned to the same day in the next week at the same time and place or to such day (within 14 days of the original meeting) time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present in person or by Electronic Means shall be a quorum.

37. A Trustee may, even if not a Member, attend and speak at any general meeting.

Chair

38. The Chair or in his or her absence the Vice-Chair or in his or her absence, or if there be no Chair or Vice-Chair, some other Trustee nominated by the Trustees shall preside as chair of the meeting, but if neither the Chair nor such other Trustee (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair. If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair.

Adjournment

39. The chair 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 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Otherwise it shall not be necessary to give any such notice.

Poll

40. A resolution put to the vote of a 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 in accordance with the Articles. Subject to the Act, a poll may be demanded:

40.1 by the chair of the meeting; or

40.2 the Trustees; or

40.3 by at least three Members having the right to vote at the meeting; or

40.4 by 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;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

41. Unless a poll is duly demanded a declaration by the chair of the meeting 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 the resolution.

42. The demand for a poll may be withdrawn if the poll has not yet been taken and with the consent of the chair. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

43. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

44. No poll shall be demanded on the election of the chair or on any question of adjournment. A poll demanded on any other question shall be taken either

forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the 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 had not been made.

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

Votes

46. On a vote on a resolution which is carried out by a show of hands every Member present in person or by Electronic Means shall have one vote and a corporate Member may vote by its duly authorised representative.

47. On a vote on a resolution which is carried out by a poll every Member present in person or by Electronic Means or by proxy shall have one vote. A proxy need not be a Member.

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

49. Whenever a Member has a personal interest in a matter to be discussed at a meeting, and whenever a Member has an interest in another organisation whose interests are reasonably likely to conflict with those of the Company in relation to a matter to be discussed at a meeting, he or she must declare an interest before discussion begins on the matter. Having declared an interest in the matter, the Member may not vote nor debate on the matter without in either case the permission of the majority of the Members present in person or in the case of a corporation by its authorised representative, at the meeting, such permission to be given or withheld without discussion.

50. No Member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company have been paid.

51. No objection shall be raised to the qualification of any person voting 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 chair of the meeting whose decision shall be final and binding.

52. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting (including an authorised representative of a corporate Member) in person or by Electronic Means remains so entitled in

respect of that meeting or any adjournment of it, even though a form of proxy has been delivered to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy is not valid.

Proxies

53. A Member (including a corporate Member) is entitled to appoint another person as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a meeting of the Company.

54. The appointment of a proxy shall be executed by the appointing member or his or her attorney duly authorised in writing (and if that Member is a corporate Member it shall be signed by one director and the Secretary of such company or by two of its directors) and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"[Name of Company],

I/We, ,
of ,
being a member/members of the above named Company, hereby appoint
of , or failing him/her, of
, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual general meeting of the Company to be held on [date], and at any adjournment thereof.

Signed: …….

Dated: ……"

55. Where it is desired to afford members an opportunity of instructing the proxy how he or she shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"[Name of Company]

I/We, , of , being a member/members of the above named Company, hereby appoint
of , or failing him/her,
of , as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual general meeting of the Company to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed: …….

Dated: ……”

56. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:

56.1 in the case of an instrument in writing be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

56.2 in the case of an appointment contained in Electronic Form , where an address has been specified for the purpose of receiving communications by Electronic Means:

56.2.1 in the notice convening the meeting, or

56.2.2 in any instrument of proxy sent out by the Company in relation to the meeting, or

56.2.3 in any invitation contained in Electronic Form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

56.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or

56.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

57. A proxy for a Member who is entered on the register of Members as being a representative of an unincorporated association or body may be appointed either by the Member or by the unincorporated association or body.

58. An appointment of a proxy may be revoked by the Member appointing the proxy by notification in writing, provided that it is received before the start of the meeting or adjourned meeting to which it relates, or in the case of a poll not taken on the same day as the meeting or adjourned meeting, the time appointed for taking the poll for which it relates.

59. A vote given or poll demanded by proxy or by the duly authorised representative of a corporate Member shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the registered office of the Company or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in Electronic Form, at the address at which such appointment was duly received 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.

Members' Written resolutions

60. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as valid and effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in like form each executed by or on behalf of one or more Members. The date of a written resolution shall be the date on which the last person signs.

61. A Members' resolution under the Act removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Patrons

62. The Trustees may appoint and remove any individual(s) as patron(s) of the Company and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company as if a Member and shall also have the right to receive accounts of the Company when available to Members.

President and Vice President(s)

63. The Members have the power to appoint a President and Vice President(s) who shall each serve for an initial term of 5 years, renewable once for a further term of 5 years (subject to their right to resign at any time). For as long as the

President and Vice President(s) hold office, neither shall be a Trustee of the Company. At the direction of the President or where the President is unable to fulfil their obligations, the Vice President is authorised to fulfil all the obligations of the President.

64. The President shall nominate the chairs of the Trustee Remuneration Committee and the Nominations Committee.

Trustees

65. Subject to the following Article the Board of Trustees shall comprise up to twelve individuals as follows:

65.1 the Chair appointed in accordance with Article 70;

65.2 up to eleven other Trustees elected in accordance with Article 67.

66. The Board may, if it considers that it is in the interests of the Company, appoint up to three Trustees to serve for an additional period of one year each, notwithstanding whether any previous period of service by that Trustee has reached any limit on continuous service imposed elsewhere in these Articles.

67. Subject to Article 17.1, the Nominations Committee shall identify and nominate for approval by the Board and election by the Members at a general meeting, Trustees to serve for a fixed term of four years, renewable once. After eight continuous years' service Trustees may serve again only after a break of four years.

68. Unless recommended by the Trustees, no person shall, be eligible for election by the Members to the Board of Trustees at any general meeting, unless within the prescribed time before the day appointed for the meeting there shall have been given to the Secretary, or if there is no Secretary, the person who calls, administers and minutes meetings, notice, by some Member duly qualified to be present and vote at the meeting for which such notice is given, of his or her intention to propose such person for election. Such notice shall also be signed by the person to be proposed, confirming his or her willingness and eligibility to be elected. The prescribed time shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-eight intervening days.

69. Subject to the prior written consent of the Charity Commission, Trustees may be remunerated for acting as Trustees in accordance with the maximum levels stipulated by the Charity Commission for such remuneration as adjusted each year in line with movements in the Retail Price Index. The Trustee Remuneration Committee will, when reviewing annually the level of remuneration paid to Trustees, including the Chair, have due regard to the

individual's performance. Trustees may also be eligible for payments and benefits set out in Articles 14-16. .

Chair and Vice-Chair(s)

70. The Nominations Committee shall recommend to the President suitable candidates for the role of Chair. When considering the appointment, and any removal of an individual to be Chair, the President shall convene a sub-Committee of the Nominations Committee which shall not include the Chair as a member. The Chair's initial term of office shall be four years The term of appointment of any Chair may be renewed up to a maximum of eight continuous years' service commencing from the date of appointment as Chair but any prior term of office as Trustee shall be discounted. The Chair shall be remunerated in accordance with Articles 14.3 and 69.

71. The Trustees may appoint a Trustee to be Vice-Chair and may at any time remove him or her from that office. The Vice-Chair shall chair Trustee meetings in the absence of the Chair. The Vice-Chair shall be remunerated in accordance with Articles 14.3 and 69.

Casual Vacancies

72. The Nominations Committee shall identify candidates for co-option by the Board if necessary in order to fill casual vacancies among the Trustees to serve until the next general meeting when such Trustee will be eligible for election in accordance with Article 67 and any period as co-opted Trustee will not be counted as part of the eight continuous years' service for the purpose of Article 67. Any Trustee appointed in accordance with this Article shall not be admitted as a Member until the next general meeting.

Trustees' Eligibility

73. No person may be appointed as a Trustee:

73.1 unless he or she has attained the age of 18 years;

73.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles;

73.3 unless he or she is eligible to be appointed a Member.

74. The office of a Trustee shall be vacated if:

74.1 he or she ceases to be a director by virtue of any provision of the Act or he or she becomes prohibited by law from being a director;

74.2 he or she is disqualified under the Charities Act 2011 from acting as a Trustee;

74.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

74.4 he or she resigns by notice to the Company (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

74.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

74.6 at a general meeting of the Company, a resolution is passed that he or she be removed from office provided the meeting has invited his or her views and considered the matter in light of such views;

74.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

74.8 he or she ceases to be a Member or ceases to be eligible as a Member of the Company.

Powers of Trustees

75. Subject to the Articles, the Trustees are responsible for the management of the business of the Company for which purpose they may exercise all the powers of the Company. Members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action. No such special resolution shall invalidate anything which the Trustees have done prior to the passing of the resolution.

76. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees or of summoning a general meeting of the Company.

77. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

78. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Delegation of Trustees' powers

79. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

80. Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

81. The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

Delegation to committees

82. In the case of delegation to committees:

82.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

82.2 the composition of any such committee shall be entirely at the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify except that the Nominations Committee and Trustee Remuneration Committee shall include the minimum number of non-Trustee Members set out in their respective terms of reference as agreed by the Charity Commission;

82.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary or similar;

82.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and

82.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

83. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as they shall think fit whether or not requiring a signature of any Trustee.

84. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

85. In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

85.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;

85.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

85.3 any manager shall report regularly to the Trustees on the activities undertaken in managing the Company. These reports shall be in a format specified by the Trustees. The manager shall also provide the Trustees regularly with management accounts sufficient to explain the financial position of the Company.

Delegation of investment management

86. The Trustees may delegate the management of investments to a Financial Expert/(s) provided that:

86.1 the investment policy is set down in writing for the Financial Expert/(s) by the Trustees;

86.2 timely reports of all transactions are provided to the Trustees;

86.3 the performance of the investments is reviewed regularly by the Trustees;

86.4 the Trustees are entitled to cancel the delegation arrangement at any time;

86.5 the investment policy and the delegation arrangements are reviewed regularly;

86.6 all payments due to the Financial Expert/(s) are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

86.7 the Financial Expert/(s) may not do anything outside the powers of the Trustees.

Proceedings at Trustees' meetings

87. One Trustee may (and the Secretary shall at the request of one Trustee) call a Trustees' meeting.

88. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice, or unless all the Trustees entitled to attend and vote at that meeting agree to shorter notice.

89. Notice of meetings shall be given to each Trustee.

90. Every notice calling a meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

91. The quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be three.

92. The Chair, if any, of the Trustees or in his or her absence the Vice-Chair, or if he or she is absent another Trustee nominated by the Trustees present shall preside as chair of each meeting.

93. Any decision of the Trustees must be either by a majority of votes of Trustees present at a quorate Trustees meeting or a decision taken in accordance with Article 95. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

Written resolutions of Trustees

94. A resolution in writing shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

94.1 a written resolution must be signed by the requisite number of Trustees currently in office dependent on whether the resolution is a special or ordinary resolution;

94.2 a written resolution may consist of several instruments in like form each signed by one or more Trustee; and

94.3 the date of a written resolution shall be the date on which the last Trustee who votes in favour of the resolution signs.

Decisions without a meeting

95. A resolution which is approved in Electronic Form in accordance with this Article shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

95.1 such a resolution must be approved by the requisite number of Trustees currently in office dependent on whether the resolution is a special or ordinary resolution;

95.2 approval from each voting Trustee must be received by such person as all the Trustees shall have nominated in advance for that purpose ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

95.3 approval from a Trustee must be sent from an address previously notified in writing by that Trustee to the Secretary as intended for use by that Trustee for the purpose;

95.4 following receipt of a response on any resolution from each of the Trustees, the Recipient shall circulate by Electronic Means to all of the Trustees confirming whether the resolution has been formally approved by the Trustees in accordance with this Article;

95.5 the date of a resolution shall be the date of confirmation of formal approval from the Recipient by Electronic Means.

96. When all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, (such as by email or by telephone) that they share a common view on a matter such a decision need not take the form of a resolution in writing and shall be as valid and effectual as if it had been passed at a meeting duly convened and held provided that a minute of the decision is prepared in accordance with Article 103.

Participation in Trustees' meetings

97. Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

97.1 the meeting has been called and takes place in accordance with the Articles; and

97.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via video conferencing).

98. In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

99. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Irregularities

100. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.

Secretary

101. The Trustees may appoint a Secretary for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

Seal

102. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Trustees, and in the presence of:

102.1 at least one Trustee and the Secretary; or

102.2 two Trustees; or

102.3 an authorised officer of the Company and the Secretary; or

102.4 an authorised officer of the Company and a Trustee.

all of whom shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

Minutes

103. The Trustees shall cause minutes to be made :

103.1 of all appointments of officers made by the Trustees;

103.2 of all resolutions of the Company and of the Trustees including, without limitation, decisions of the Trustees made without a meeting; and

103.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Company, be sufficient evidence of the proceedings.

Records and accounts

104. The Trustees shall comply with the requirements of the Act and of the Charities Act 2011 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

104.1 annual reports;

104.2 annual returns;

104.3 annual statements of account.

105. Except as provided by law or authorised by the Trustees or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member.

Communication

106. Subject to the Articles and the Act, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Act 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 that Act to be sent or supplied by the Company, including without limitation in hard copy form, in Electronic Form or by making it available on a website.

107. Where a Document or information which is required or authorised to be sent or supplied by the Company under the Act is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Act (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

108. 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 which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

109. A Member present in person or by proxy or via their authorised representative if a corporate Member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

110. Where any Document or information is sent or supplied by the Company to the Members:

110.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

110.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

110.3 where it is sent or supplied by means of a website, it is deemed to have been received:

110.3.1 when the material was first made available on the website; or

110.3.2 when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

111. Subject to the Act, a Trustee or any other person (other than in their capacity as a Member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

112. Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

113. Notices of general meetings need not be sent to a Member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a Member for whom the Company does not have a current Address.

114. The provisions of the Act shall apply to communications to the Company.

Regulations

115. The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Company and its affairs, as to the duties of any officers or employees of the Company, as to the conduct of business of the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such regulations shall not be inconsistent with the Act, the Articles or any rule of law.

Indemnity

116. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Act.

Winding up

117. At any time before, and in expectation of, the winding up or dissolution of the Company, the Members of the Company or, subject to any resolution of the Members, the Trustees, may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:

117.1 directly for the objects of the Company; or

117.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

117.2.1 for purposes similar to the objects of the Company; or

117.2.2 for use for particular purposes that fall within the objects of the Company.

118. In no circumstances shall the net assets of the Company be paid to or distributed among the Members of the Company under this Article (except to a Member that is itself an institution chosen to benefit under this Article).

119. If no resolution is passed in accordance with Article 117 the net assets of the Company shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.