

Companies Act 2006

Company limited by guarantee not having a share capital

**ARTICLES OF ASSOCIATION OF
OXFAM**

(as adopted by Special Resolution passed on 28 November 2024)

1 Interpretation

a) The Articles are to be interpreted without reference to the Model Articles under the Companies Act, which do not apply to the Charity.

b) In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘Annual Trustees’ Appointment Meeting’ has the meaning given in Article 5.2;

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Chair’ means the chair of the Trustees appointed under Article 7.1;

‘the 2005 Act’ means the Charities and Trustee Investment (Scotland) Act 2005;

‘the Charities Act’ means the Charities Act 2011;

‘the Charity’ means Oxfam;

‘Charity Trustee’ has the meaning prescribed by section 177 of the Charities Act and section 106 of the 2005 Act;

'Clear Day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'Communicate' includes both incoming and outgoing communication;

'the Companies Act' has the meaning prescribed by section 2 of the Companies Act 2006, in so far as it applies to the Charity;

'Conflict' means any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to any personal financial interest) that conflicts or possibly might conflict, with the interests of the Charity or which conflicts or possibly might conflict with that Trustee's duty to act solely in the interests of the Charity;

'Conflicted Trustee' means a Trustee in respect of whom a Conflict exists;

'Connected Person' means, in relation to a Trustee:

- (i) a child, parent, grandchild, grandparent, sibling of that Trustee;
- (ii) the spouse or civil partner of that Trustee or of any person falling within (i) above;
- (iii) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship in (i) or (ii) above;
- (iv) a person carrying on business in partnership with that Trustee or with any person falling within (i) or (ii) above; or

(v) any company, partnership or Firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'Deputy Secretary' means any persons appointed as the deputy secretary of the Charity;

'Director' means a director of the Charity, being also a Charity Trustee of the Charity;

'Electronic Means' has the meaning given in section 1168 of the Companies Act;

'Financial Expert' means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'Financial Year' means the Charity's financial year;

'Firm' means a partnership, including a limited liability partnership;

'Member' and 'Membership' refer to membership of the Charity as a matter of company law pursuant to the Companies Act;

'Model Articles' means the model articles for private companies limited by guarantee contained in schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

'Month' means calendar month;

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales or Scotland which holds title to property for another;

'OSCR' means the Office of the Scottish Charity Regulator or any body which replaces it;

'the Objects' means the Objects of the Charity as defined in Article 2;

'Ordinary Resolution' has the meaning given in section 282 of the Companies Act;

'Oxfam International' means the Oxfam International Secretariat, registered as Stitching Oxfam International in the Netherlands;

'Seal' means the Common Seal of the Charity;

'Secretary' means any persons appointed as secretary of the Charity;

'Special Resolution' has the meaning given in section 283 of the Companies Act;

'Taxable Trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Treasurer Designate' means the individual (who may be a Trustee) appointed by the Trustees to assume the position of Honorary Treasurer at a future date, typically after a designated period of overlap or training alongside the current Honorary Treasurer;

'Trustee' means a Director and 'Trustees' means the Directors;

'Un-conflicted Trustees' means the Trustees who do not have a Conflict in relation to the matter in question;

'Vice-Chair' means the vice-chair of the Trustees appointed under Article 7.2;

'Virtually' means by telephone link, video link, or other technology enabling all participants to Communicate with one another in real time without being physically present in the same place;

'written' or 'in writing' refers to a legible document on paper or a document or communication sent by Electronic Means which is capable of being printed out on paper;

'Written Resolution' has the meaning given in section 288 of the Companies Act; and

'Year' means calendar year.

- c) Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- d) References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

2 Objects

2.1 The Objects for which Oxfam is established for the public benefit are:

2.1.1 to prevent and relieve poverty and to protect the vulnerable, including through humanitarian intervention;

2.1.2 to advance sustainable development; and

2.1.3 to promote human rights and equality and diversity, in particular where to do so contributes to the prevention and relief of poverty,

in all cases working anywhere in the world.

2.2 In these Objects:

2.2.1 “to protect the vulnerable” means to relieve the charitable needs of those individuals whose life, livelihood, security or health are at risk.

2.2.2 “sustainable development” means development which meets the needs of the present without compromising the ability of future generations to meet their own needs and will be promoted by:

- a) the preservation, conservation and the protection of the environment and the prudent use of resources, in particular where to do so contributes to the prevention and relief of poverty;
- b) the relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities;
and
- c) the promotion of sustainable means of achieving economic growth and regeneration, in particular where to do so contributes to the prevention and relief of poverty.

2.2.3 “human rights” means human rights as defined in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations, and will be promoted in particular by:

- a) education about human rights;

- b) international advocacy of human rights;
- c) promoting respect for human rights; and
- d) contributing to the sound administration of human rights law.

2.3 Equality and diversity will be promoted by:

- a) the elimination of discrimination on the grounds of race, gender, disability, sexual orientation or religion;
- b) advancing education and raising awareness in equality and diversity;
- c) promoting activities to foster understanding between people from diverse backgrounds;
- d) conducting or commissioning research on equality and diversity issues and publishing the results to the public; and
- e) cultivating a sentiment in favour of equality and diversity.

3 Powers

The Charity has the power to do anything which helps promote its Objects. For the avoidance of doubt (and without limit) it may:

- 3.1 work with and to delegate to Oxfam International;
- 3.2 carry out campaigning and advocacy;
- 3.3 provide advice or information;
- 3.4 carry out research;

- 3.5 process data for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, which shall be subject to appropriate safeguards for the rights and freedoms of data subjects;
- 3.6 co-operate with other bodies;
- 3.7 support, administer or set up other charities;
- 3.8 act as a Charity Trustee of a charitable trust;
- 3.9 acquire, merge with or enter into any partnership or joint venture arrangement with any other body for the purposes of any of the Objects;
- 3.10 convert to a charitable incorporated organisation;
- 3.11 accept or refuse gifts and donations and to raise funds (but not by means of Taxable Trading);
- 3.12 borrow money;
- 3.13 lend money and give security, including but not limited to guarantees, for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 3.14 acquire or hire property of any kind;
- 3.15 insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

3.16 let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

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

3.18 deposit or invest its funds in any manner including without limitation with a view to:

a) directly furthering the Charity's purpose;

b) achieving a financial return for the Charity; or

c) achieving both of the objectives described at a) and b) above in accordance with and provided that the Trustees comply with their duties under Part 14A of the Charities Act and Part 3 of the 2005 Act,

(but to invest wholly or partly with a view to achieving a financial return only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);

3.19 delegate to third parties such powers as are necessary to implement any decision, policy or strategy approved by the Trustees by such means, upon such terms and to such an extent that the Trustees consider necessary and in the best interest of the Charity;

- 3.20 delegate the management of investments to a Financial Expert, but only on terms that:
- 3.20.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 3.20.2 timely reports of all transactions are provided to the Trustees;
 - 3.20.3 the performance of the investments is reviewed regularly with the Trustees;
 - 3.20.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 3.20.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 3.20.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 3.20.7 the Financial Expert must not do anything outside the powers of the Charity;
- 3.21 arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and pay any reasonable fee required;
- 3.22 deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and pay any reasonable fee required;

- 3.23 insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.24 subject to Article 8, to employ or engage paid or unpaid agents, staff or advisers and where appropriate;
 - 3.24.1 enter into compromise and settlement arrangements with them;
- 3.25 enter into contracts and agreements of any kind, including without limitation contracts to provide services to or on behalf of other bodies; and
- 3.26 establish or acquire subsidiaries.

4 The Trustees

- 4.1 The Trustees as Charity Trustees and Directors have general control and management of the administration of the Charity and its property and funds.
- 4.2 The Charity must maintain a register of Trustees (which may be called a register of Directors).

Number of Trustees

- 4.3 Subject to Article 4.4, there shall be at least 10 and not more than 14 Trustees.
- 4.4 The number of Trustees may fall to eight Trustees for a period of six Months, after which the Trustees may only act to appoint further Trustees as required.

Appointment of Trustees

- 4.5 Trustees shall be appointed for terms of three years and a Trustee who has served their term must retire at the next Annual Trustees' Appointment Meeting that occurs following the expiry of their term.

- 4.6 Subject to Article 4.7, a retiring Trustee who remains eligible may be re-appointed for a maximum of two consecutive terms of office including their initial term.
- 4.7 The Trustees may, in circumstances which they consider to be exceptional, permit the Trustees to serve one additional consecutive term of office, provided that any such further appointment may only take effect with the consent of at least 75% of the other Trustees.

Retirement and removal of Trustees

- 4.8 A Trustee's term of office automatically terminates if they:
- 4.8.1 reach the end of their term of office in accordance with Article 4.5 – Article 4.7;
 - 4.8.2 resign by written notice to the Trustees (but only if at least eight Trustees will remain in office);
 - 4.8.3 are disqualified under the Charities Act or the 2005 Act from acting as a Charity Trustee or are prohibited by law from being a director of a company, or are disqualified from being a charity trustee under the Charities Act (Northern Ireland) 2008;
 - 4.8.4 are, in the reasonable opinion of the other Trustees, incapable, whether mentally or physically, of managing their own affairs or have become physically or mentally incapable of acting as a Trustee and may remain so for more than three Months and this is confirmed by a registered medical practitioner and are removed by a resolution of a majority of the other Trustees;

- 4.8.5 subject to Article 4.9, are absent without permission from the Chair for more than two meetings of the Trustees in a year and are removed by a resolution of a majority of the other Trustees;
- 4.8.6 are removed by the Members in accordance with the provisions of the Companies Act;
- 4.8.7 are removed by a resolution passed by a majority of the other Trustees for breaching their duties as a Trustee, or for breaching the Trustees' Code of Conduct (if any), or if a majority of the other Trustees reasonably believe that their removal as a Trustee is in the best interests of the Charity; or
- 4.8.8 die.

Leave of Absence

- 4.9 The Chair may at their discretion approve an extended period of absence for a Trustee for one of the following reasons:
 - 4.9.1 extended illness;
 - 4.9.2 parental leave;
 - 4.9.3 compassionate leave; or
 - 4.9.4 any other reason identified and agreed by the Trustees.
- 4.10 Where an absence is approved in accordance with Article 4.9, the relevant Trustee shall retire from office for the period of absence. At the end of the absence, the Trustee shall be permitted to return to office and complete their term of office.

4.11 A Trustee that returns to office under clause 4.10 will have their term of office reduced by the period of their approved absence.

5 Trustees' proceedings

5.1 The Trustees must hold at least four meetings each year.

5.2 The Trustees shall designate one meeting of the Trustees each year as the "Annual Trustees' Appointment Meeting". At an Annual Trustees' Appointment Meeting the Trustees may:

5.2.1 appoint Trustees;

5.2.2 accept the retirement of those Trustees who have reached the end of their term in accordance with Article 4.5; and

5.2.3 conduct any other business they see fit.

Quorum

5.3 No decision may be made by a meeting of the Trustees unless a quorum is present at the time when the decision is made. A quorum at a meeting of the Trustees is five Trustees or half of the Trustees (rounded up to the nearest whole number), whichever is greater.

Calling Trustees' meetings

5.4 A Trustee may at any time, and a Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.

5.5 Notice of a meeting of the Trustees may be given to a Trustee personally or by word of mouth or sent in writing to them at their last known postal or email

address or any other postal or email address provided to them to the Charity for this purpose.

- 5.6 Except where there are matters demanding urgent consideration, each Trustee must be given at least 14 days' notice of each meeting of the Trustees.

Attendance and voting at Trustees' meetings

- 5.7 Subject to Article 5.8, a meeting of the Trustees may be held in such a way as may be agreed by the Trustees, provided all participants may Communicate with all the other participants simultaneously. This may include:

5.7.1 physical meetings where all participants are present in the same room;

5.7.2 virtual meetings where all participants access the meeting Virtually;

5.7.3 hybrid meetings where some participants attend physically and some attend Virtually; or

5.7.4 satellite meetings where there are two or more physical venues linked Virtually and all participants are physically with at least one other participant.

- 5.8 In deciding how to conduct their meetings, the Trustees must have regard to the impact their choice of venue or virtual platform has on how accessible their meeting is to all potential participants.

- 5.9 Where a Trustees' meeting is being held Virtually (whether fully Virtually or partly Virtually) and there is a failure in the technology such that one or more participants is unable to Communicate with the other participants, those

participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to Communicate is not re-established within 10 minutes, the Trustees must adjourn the meeting. If the meeting is still quorate, the Trustees may either continue the meeting or adjourn it.

5.10 The Chair, or if the Chair is not present, unable or unwilling to do so the Vice-Chair shall preside at each meeting and if neither is present, able or willing then some other Trustee chosen by the Trustees present shall preside at the meeting.

5.11 Subject to Article 4.7, any issue may be determined by a simple majority of the votes cast at a meeting and a resolution in writing agreed by a simple majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting provided that the number of Trustees who are not Conflicted Trustees is equal to or exceeds the number set as a quorum for a meeting of the Trustees in accordance with Article 5.3. For this purpose the resolution may be contained in more than one document.

5.12 Every Trustee has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.

5.13 For the purposes of this Article 5, 'present' includes Trustees who are participating in the meeting by any of the means permitted by Article 5.7.

6 Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 6.1 To appoint (and remove) any person(s) (who may be a Trustee) to act as Secretary or Deputy Secretary in accordance with the Companies Act.
- 6.2 To delegate in writing any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be a Trustee, all proceedings of committees must be reported promptly to the Trustees and the delegation may be revoked at any time. Unless the terms of the delegation provide otherwise, Articles 5.7, 5.8 and 5.9 shall apply to committee meetings as if the references to Trustees and Trustees' meetings in those Articles were to committee members and committee meetings.
- 6.3 To delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including, subject to Articles 8 and 9, the payment of a salary) as they think fit.
- 6.4 To make such reasonable and proper standing orders, rules, regulations or bye laws for the proper conduct and management of the Charity provided that they are consistent with the Articles, the Charities Act and the Companies Act.
- 6.5 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.6 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.
- 6.7 To confer for a period of up to ten years on any individual (with their consent) the honorary title of Patron, President or Vice-President of the Charity, or other honorific titles.

6.8 To appoint (and remove) any Trustee to act as Treasurer Designate.

7 Honorary Officers

7.1 The Chair:

7.1.1 shall become a Trustee on appointment, and may but does not need to be appointed from the existing Trustees; and

7.1.2 shall be appointed by the Trustees for a maximum term of office of three years. The Chair may be reappointed by the Trustees following a review of their first term in office, provided that they shall not serve for more than two terms as Chair.

7.1.3 The appointment of the Chair shall not exceed the maximum term of office of any Trustee as set out in Article 4.6.

7.1.4 The Vice-Chair shall not automatically succeed an outgoing Chair. Any Trustee shall be eligible for the position of Chair.

7.2 The Vice-Chair:

7.2.1 shall be appointed by the Trustees from among their number and the term of each office may commence and end at different times; and

7.2.2 shall be appointed for a maximum term of office of three years from the date of appointment.

7.3 A retiring Vice-Chair who is eligible under Articles 4.5 and 4.6 may be reappointed, provided that they shall not serve for more than two terms as Vice-Chair.

7.4 There shall be a minimum of one Vice-Chair of the Charity. The trustees may but are not required to appoint two Vice-Chairs to the Charity.

7.5 The Honorary Treasurer:

7.5.1 may (but does not have to) be appointed by the Trustees from amongst their number; and

7.5.2 shall be appointed for a maximum term of office of three years from the date of appointment.

7.6 The Treasurer Designate:

7.6.1 may (but does not have to) be appointed by the Trustees and if appointed, shall be from amongst their number at the Annual Trustees' Appointment Meeting; and

7.6.2 if appointed, shall be appointed for a maximum term of office of one year from the date of appointment, after which they may be appointed to Honorary Treasurer by the Trustees or continue to serve as a Trustee.

7.7 A retiring Treasurer who is eligible under Articles 4.5 and 4.6 may be reappointed as long as they remain appointed as a Treasurer, provided that they shall not serve for more than two terms as Treasurer and the maximum term of office under Article 4.6 is not exceeded.

8 Protection of Assets

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity, but:

8.1.1 persons who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.

8.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity.

8.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.

8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

8.2.1 As mentioned in Articles 3.15, 8.1.2, 8.1.3, or 8.3.

8.2.2 Reimbursement of reasonable out-of-pocket expenses (including hotel and travel actually incurred in running the Charity).

8.2.3 An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings).

8.2.4 Payment to any company in which a Trustee has no more than a 1 percent shareholding.

8.2.5 In exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

8.3 Any Trustee (or any Connected Person or Firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:

8.3.1 The goods or services are actually required by the Charity.

8.3.2 The nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 9.

8.3.3 No more than one half of the Trustees are subject to such a contract in any Financial Year.

9 Conflicts of interest and Conflicts of loyalty

9.1 A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any Written Resolution of the Trustees, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

9.2 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:

9.2.1 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and

- 9.2.2 be absent during any vote and have no vote on the matter whether at a meeting or by Written Resolution of the Trustees, and shall not be counted in the quorum for that part of the discussion.
- 9.3 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 9.1, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Articles 9.1 and 9.2 apply to this authorisation.
- 9.4 If a Conflict arises for a Trustee because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Articles, the Un-conflicted Trustees may authorise that Conflict where the following conditions apply:
- 9.4.1 the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 9.4.2 the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- 9.4.3 the Un-conflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying.
- 9.5 Any authorisation of a Conflict under Article 9.4:
- 9.5.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may

reasonably be expected to arise out of the matter or situation so authorised;

9.5.2 may impose upon the Conflicted Trustee such other terms for the purposes of dealing with the Conflict as the Trustees think fit; and

9.5.3 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.

9.6 Where the Un-conflicted Trustees authorise a Conflict under Article 9.4, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.

9.7 The Trustees may revoke or vary any authorisation given under Article 9.4 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.

10 Records and Accounts

10.1 The Trustees must comply with the requirements of the Charities Act and of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies, OSCAR and the Commission of information required by law including:

10.1.1 annual returns; and

10.1.2 annual reports and accounts.

10.1.3 The Trustees must also keep records of:

10.2.1 all proceedings at meetings of the Trustees, Members and committees;

10.2.2 all resolutions in writing; and

10.2.3 all reports of committees.

10.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

11 Membership

11.1 The Trustees are the only Members of the Charity.

11.2 The Charity must maintain a register of Members.

11.3 A person shall automatically cease to be a Member when they cease to be a Trustee and shall be removed from the register of Members.

12 Irregularities

- 12.1 The proceedings at any meeting 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 by 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.
- 12.2 Subject to Article 12.3, all acts done by a meeting of Trustees or by a committee or by a person acting as Trustee shall be valid notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any Trustee or any member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.
- 12.3 Article 12.2 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 12.2, the resolution would have been void.

13 General Meetings

- 13.1 Members are entitled to attend general meetings in person (which may be physically or Virtually) or, subject to compliance with Article 15, by proxy.
- 13.2 The Trustees may make such lawful arrangements as they see fit in respect of physical or Virtual attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.

13.3 When the Trustees have made arrangements to facilitate attendance Virtually:

13.3.1 the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:

13.3.1.1 a person attending a general meeting Virtually shall be treated as being present and/or present in person at the meeting for the purposes of the Articles including without limitation the provisions of the Articles relating to the quorum for the meeting and rights to vote at the meeting; and

13.3.1.2 references in these Articles to the place of a general meeting shall be treated as references to the place specified as such in the notice of the general meeting.

13.4 General meetings are called on at least 14 days' written notice. The notice must:

13.4.1 specify the date, time and place of the meeting and the arrangements for accessing the meeting Virtually and how those attending Virtually may vote;

13.4.2 the general nature of the business to be transacted indicating the business to be discussed and (if a Special Resolution is to be proposed) setting out the terms of the proposed Special Resolution;

13.4.3 contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act and Article 15; and

13.4.4 be given to all the Members, to all the Trustees and, if any, the Charity's auditors.

13.5 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees or at least 10% of the Membership.

13.6 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

13.7 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

13.8 No business shall be transacted at any general meeting unless a quorum is present.

13.8.1 A quorum is:

13.8.1.1 five Members present in person (physically or Virtually) or by proxy; or

13.8.1.2 one half of the total Membership at the time rounding up to the nearest whole number,

whichever is the greater.

13.8.2 If:

13.8.2.1 a quorum is not present within half an hour from the time appointed for the meeting; or

13.8.2.2 during a meeting a quorum ceases to be present (including where technological issues mean that one or more of those

attending Virtually is no longer able to participate fully in the meeting and this reduces the number of Members who are able to Communicate and vote below the quorum);

the meeting shall be adjourned to such time and place as the Trustees shall determine.

13.8.3 The Trustees must reconvene the meeting and must give at least seven Clear Days' notice of the reconvened meeting stating the date, time and place of the meeting.

13.8.4 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person (physically or Virtually) or by proxy at that time shall constitute the quorum for that meeting.

13.9 Adjourned meetings:

13.9.1 The Members present in person (physically or Virtually) or by proxy at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.

13.9.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

13.9.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

13.9.4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven Clear Days' notice shall be given of

the reconvened meeting stating the date, time and place of the meeting.

13.9.5 At all general meetings the Chair shall preside. If there is no such Chair or if the Chair is not present or is unwilling or unable to act, the Vice-Chair shall chair the meeting, failing which the Members present shall elect a Member to chair the meeting.

13.10 The Trustees may, at their discretion, hold an AGM in any year. All provisions in these Articles relating to general meetings apply to an AGM.

13.11 Trustees must annually:

13.11.1 receive the accounts of the Charity for the previous Financial Year;

13.11.2 receive a written report on the Charity's activities; and

13.11.3 appoint reporting accountants or auditors for the Charity.

14 Voting

14.1 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.

14.2 On a show of hands every Member present in person or by proxy shall have one vote. On a poll every Member present in person or by proxy shall have one vote for each vote exercisable by that Member.

14.3 Any 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 demanded. Subject to the provisions of the Companies Act, a poll may be demanded:

14.3.1 by the chair of the meeting; or

- 14.3.2 by at least two Members having the right to vote at the meeting and present in person (physically or Virtually) or by proxy; or
- 14.3.3 by a Member(s) representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 14.4 Unless a poll is duly demanded, a declaration by the chair of the meeting of the result of a vote shall be conclusive evidence of the fact. The result of the vote must be recorded in the minutes of the Charity but it is not necessary to record the number or proportion of the votes cast.
- 14.5 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 14.6 A poll must be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 14.7 A poll demanded on the election of the chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair of the meeting directs not being more than thirty days after the poll is demanded.
- 14.8 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 is demanded.

14.9 If the poll is not taken immediately, at least seven Clear Days' notice must be given specifying the time, date and place at which the poll is to be taken.

14.10 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary Resolution or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the Written Resolution may be set out in more than one document.

15 Use of proxy by Members

15.1 A proxy can only be appointed by a written instrument, signed on behalf of the appointer, in one of the forms set out in the Schedule to the Articles or in the form otherwise approved by the Charity, as appropriate.

15.2 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified in such form as may be required by the Trustees or in some other way approved by the Members may:

15.2.1 be deposited (including by Electronic Means) as specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

15.2.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

15.2.3 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 person chairing the meeting, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

15.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

15.4 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

15.5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

15.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

16 Limited Liability

The liability of Members is limited.

17 Guarantee

Each Member promises, if the Charity is dissolved while they remain a Member or within one year after they cease to be a Member, to pay up to £1 towards:

- 17.1 payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;
- 17.2 payment of the costs, charges and expenses of winding up; and
- 17.3 the adjustment of rights of contributors among themselves.

18 The Seal

- 18.1 The Seal shall only be used by such persons as are authorised by the Trustees from time to time in that behalf.
- 18.2 The Seal may (but is not required to) be used for the execution of Deeds by the Charity. A document signed, with the authority of a resolution of the Trustees, in accordance with section 44(2) of the Companies Act and expressed (in whatever form of words) to be executed by the Charity has the same effect as if executed under seal.

19 Communications

- 19.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
 - 19.1.1 by hand;
 - 19.1.2 by post; or
 - 19.1.3 by suitable Electronic Means (where specific consent has been received from the Member or Trustee).
- 19.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

19.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:

19.3.1 24 hours after being sent by Electronic Means or delivered by hand to the relevant address;

19.3.2 two Clear Days after being sent by first class post to that address;

19.3.3 three Clear Days after being sent by second class or overseas post to that address;

19.3.4 immediately on being handed to the recipient personally; or

19.3.5 if earlier, as soon as the recipient acknowledges actual receipt.

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

20 Dissolution

20.1 Every Member promises if the Charity is dissolved while he or she remains a Member of within one year afterwards to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she were a Member.

20.2 If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other Charity having objects similar to the Objects of the Charity, such Charity to be determined by the Members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object which is recognised

as a charitable object under the laws of England and Wales and under the laws of Scotland.