

THE COMPANIES ACTS 1985 AND 1989 AND 2006 (as amended)

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF THE ROYAL ASSOCIATION FOR DEAF PEOPLE

Company Number 03973353

As amended by special resolution passed on 27th January 2016 merging the previously-separate Memorandum of Association and Articles of Association in to one governing document

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1. Meaning of Words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2 Words	Meanings
Act	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the company
Chair or Chairman/chairman	has the meaning given in Article 43.
Company	The Royal Association for Deaf People
Articles	These Articles of Association
Document	includes, unless otherwise specified, any document sent or supplied in electronic form;
Electronic form	has the meaning given in section 1168 of the Companies Act 2006;

Member	has the meaning given in section 112 of the Companies Act 2006;
Ordinary resolution	has the meaning given in section 282 of the Companies Act 2006;
Proxy Notice	has the meaning given in article 24.7;
Special resolution	has the meaning given in section 283 of the Companies Act 2006;
The Trustees or Board of Trustees or Director (s)	The trustees of the Company who are the directors of the Company and as such are charity trustees
The Office	The registered office of the Company
The Seal	The common seal of the Company
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
Writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3 Words in the singular form include the plural and vice versa.

1.4 The words "person" or "people" include corporations.

1.5 Apart from the words defined above, unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company.

1.6 Headings are not part of these Articles.

2. **The Constitution of the Company; Rights of Inspection by Members**

2.1 The Company is established for the Objects shown in these Articles.

2.2 A copy of these Articles and any rules the Board of Trustees make must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Board of Trustees.

3. **Objects of the Company**

3.1 The objects of the Company are:

- (a) to promote the spiritual social and general welfare of deaf people; and
- (b) to undertake any other charitable purpose (**‘Objects’**).

4. **What the Company may do**

4.1 The Company may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:-

- (a) to construct alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Company may need for its Objects;
- (b) to employ and pay any employees, officers, servants and professional or other advisers;
- (c) subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way;
- (d) subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity;

- (e) to promote, encourage or undertake study or research and disseminate the results of such;
- (f) to produce, print and publish anything in written, oral or visual media in furtherance of the objects;
- (g) to provide or procure the provision of services training consultancy advice support counselling and guidance in furtherance of the objects or any of them;
- (h) to promote and advertise the Company's activities;
- (i) to invest any money that the Company does not immediately need in any investments, securities or properties;
- (j) to undertake any charitable trust or any charitable agency business which may promote the Company's Objects;
- (k) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants;
- (l) to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the company;
- (m) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Company through trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance the same as the Board of Trustees see fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies;
- (n) to establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own;
- (o) to purchase or otherwise acquire any of the property, assets and

liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and perform any of their engagements;

- (p) to transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join;
- (q) to open and operate banking accounts and other banking facilities;
- (r) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects;
- (s) to insure any risks arising from the company's activities;
- (t) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as 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 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;
- (u) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners;
- (v) to pay all the expenses and costs of establishing this Company;
- (w) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:-
 - (i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
 - (iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in

particular to report every transaction carried out by the Managers of the Company within 14 days and report regularly on the performance of investments managed by them;

- (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (v) the Company shall be bound to review the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;
- (vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (x) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.

5. Use of income and property

5.1 The income and property of the Company shall be applied solely towards the promotion of its objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the charity and no Trustee may be appointed to any office of the charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as shown below under 'Allowed Payments'.

6. Allowed Payments

6.1 The Company may pay:-

- (a) Reasonable and proper payment to any officer or servant of the

Company who is not a Trustee for any services to the Company.

- (b) Reasonable and proper remuneration to a Trustee for services actually rendered to the Company including the usual charges for services provided or business done by any Trustee, or by any partner of his or her firm or any spouse or child of the Trustee instructed by the Company to act on its behalf, PROVIDED THAT:-
 - (i) the number of Trustees so remunerated shall not exceed a minority of the quorum of the members of the Trustees;
 - (ii) such Trustees shall be absent from all meetings at which the terms and conditions of his or her employment with the Company are discussed;
 - (iii) such Trustees shall not vote on any resolution relating to his or her employment;
 - (iv) the other Trustees are satisfied that his or her employment, or that of his or her firm, is both necessary and expedient in the interests of the Company.
- (c) Interest on the money lent by any member of the Company or Trustee. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
- (d) Reasonable out-of-pocket expenses to any Trustee.
- (e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital.
- (f) Reasonable and proper rent of premises demised or let by any member of the Company or Trustee.
- (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in these Articles.
- (h) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Company or Trustee shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member or Trustee.

7. **Alterations to these Articles**

- 7.1 No alterations to these Articles may be made which would cause the Company to cease to be a charity in law. Other alterations to these Articles may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members having the right to vote agree.
- 7.2 Alterations may only be made to the objects of the Company or any clause of these Articles by special resolution. Alterations which involve any alteration of the objects clause in these Articles, or which alter any provision directing the application of property of the Company on its dissolution, or which provide authorisation for any additional benefit to be obtained by Trustees or persons connected with them shall not be made without the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Articles issued must contain the alteration.

8. **Limited Liability**

- 8.1 The liability of the Members is limited to £1 being the amount that each Member undertakes to contribute to the assets of the company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for—
- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
 - (b) payment of the costs, charges and expenses of winding up, and
 - (c) adjustment of the rights of the contributories among themselves.

MEMBERS

9. **Members**

9.1 The number of members of the Company is limited to the number of Trustees holding office at any time.

9.2 The Company must keep at the Office a register of members showing their name, address and date of membership.

9.3 The register is available for inspection.

10. **Membership**

10.1 The Membership is open to Trustees.

10.2 The Board of Trustee may by resolution create or terminate other categories of members and those members shall have such powers and responsibilities as the Board of Trustees shall from time to time determine.

10.3 No person shall become a member of the Company unless: that person has completed an application for membership in a form approved by the Trustees, and the Trustees have approved the application.

11. **No transfer of Membership**

11.1 None of the rights of any member of the Company may be transferred or transmitted to any other person.

12. **Ending of Membership**

12.1 A member stops being a member of the Company if:-

- (a) the member resigns from membership by giving notice in writing to the Company.; or
- (b) the member ceases to be a Trustee; or
- (c) a person's membership terminates when that person dies or ceases to exist,

Provided that no member shall cease to be a member (other than in the case of death) if it would reduce the total number of members of the Company at that time to less than five.

GENERAL MEETINGS

13. **General Meetings**

13.1 Each year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 18 months of the incorporation of the Company after which not more than 15 months must pass between one annual general meeting and the next.

14. **General Meetings**

14.1 All general meetings except annual general meetings are called general meetings.

15. **Calling of General Meetings**

15.1 The Board of Trustees may call an general meeting whenever they wish. Such a meeting must also be called if three members of the members of the Company request it.

16. **Notice of General Meetings**

16.1 An annual general meeting and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in

writing. Other meetings of the Company must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be given to everyone entitled by these Articles to receive it

16.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at it; or
- (b) in the case of any other meeting, by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Company members who have voting rights.

17. **Ordinary and Special Business at General Meetings**

17.1 At a general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the Trustees and Auditors, the election of Trustees in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors.

18. **Quorum**

18.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum for the purpose of general meetings is 4 Members unless otherwise agreed by special resolution of the Members of the Company.

19. **Adjournment if no Quorum**

19.1 If the meeting is called by the demand of members, it must be adjourned if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Board of Trustees may decide.

19.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

20. Election of Chair by Members

20.1 If at any general meeting no Trustee is willing to act as Chair or if no Chair is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chair of the meeting.

21. Adjournment of the Meeting

21.1 The Chair may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

21.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

21.3 The chairman of the meeting may adjourn a meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

21.4 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

21.5 When adjourning a general meeting, the Chair of the meeting must—

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

21.6 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—

(a) to the same persons to whom notice of the company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

21.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

22. **Accidental Omission of Notice**

22.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

23. **Who is Entitled to Notice of General Meetings**

23.1 Notice of every general meeting must be given to:-

(a) every member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);

(b) Reporting Accountants or Auditor of the Company;

(c) all Trustees; and

23.2 No-one else is entitled to receive notice of general meetings.

VOTING AT MEETINGS

24. **Voting on Resolutions**

24.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is duly

demanded in accordance with the following articles (before or after the result of the show of hands is declared).

24.2 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting whose decision is final.

24.3 A poll on a resolution may be demanded (a) in advance of the general meeting where it is to be put to the vote, or at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

24.4 A poll may be demanded by—

- (a) the chairman of the meeting;
- (b) the Trustees;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

24.5 A demand for a poll may be withdrawn if—

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal.

24.6 Polls must be taken in accordance with article 26

24.7 Content of Proxy Notices - Proxies may only validly be appointed by a notice in writing (a “Proxy Notice”) which:-

- (a) states the name and address of the member appointing the proxy; identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
- (b) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

- (c) is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 24.8 The company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 24.9 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 24.10 Unless a Proxy Notice indicates otherwise, it must be treated as—
 - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 24.11 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 company by or on behalf of that person.
- 24.12 An appointment under a Proxy Notice may be revoked by delivering to the company a notice given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 24.13 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.
- 24.14 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

25. **Declaration of Chair is Final**

25.1 Unless a poll is demanded, the Chair's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

25.2 The demand for a poll may be withdrawn.

26. **When a poll is taken**

26.1 A poll must be taken immediately, if it is correctly demanded to elect a Chair or to decide upon an adjournment. Polls about other things will be taken whenever the Chair says so. Business which is not the subject of a poll may be dealt with before or during the poll.

26.2 The Chair will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

27. **Voting and Speaking**

27.1 Every member has one vote including the Chair. If the votes are level, the Chair has a casting vote.

27.2 A Trustee shall have the same rights to attend and speak as a member even if he or she is not a member.

27.3 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

27.4 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

27.5 A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 27.6 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 27.7 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 27.8 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 27.9 For the purposes of this article and the nature and objects of the Company, reference to the words ‘speak’, ‘vote’ or any analogous wording to this effect, shall also include the ability to sign and utilise sign language as a formal method of communication and voting.

28 Amendments to resolutions

28.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

28.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

28.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman’s error does not invalidate the vote on that resolution.

29. **Written Agreement to Resolution**

29.1 Members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

- (a) it must be in writing;
- (b) it must be signed by not less than 75% of those members (or their duly authorised representatives) entitled to receive notice to attend general meetings in the case of a special resolution, and not less than 50% of those members (or their duly authorised representatives) entitled to receive notice to attend general meetings in the case of an ordinary resolution;
- (c) it may consist of two or more documents in identical form signed by members.

TRUSTEES AND THE BOARD OF TRUSTEES

30. **Management by the Board of Trustees**

30.1 The business of the Company is managed by the Board of Trustees. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the Trustees are at all times governed first by the Act, second by the Articles, and third by any regulations that a general meeting may prescribe.

30.2 General meetings cannot make a regulation that overrides the Articles. Nor can they make one which invalidates any prior act of the Board of Trustees which would otherwise have been valid.

30.3 The Members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Trustees have done before the passing of the resolution

31. **Powers of the Board of Trustees**

31.1 The Board of Trustees may subject to such consents as the law requires use all the powers of the company to:

- (a) borrow money;
- (b) mortgage or charge its property or any part of it;
- (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company or any charitable third party;
- (d) resolve pursuant to these Articles to effect indemnity insurance notwithstanding their interest in such a policy;
- (e) Subject to the Articles, delegate any of the powers which are conferred on them under the articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories; and on such terms and conditions as they think fit.
- (f) If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.
- (g) The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

32. **Payments to Trustees and Conflicts of Interest**

32.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the memorandum of association.

32.2 If a proposed decision of the Trustees is concerned with an actual or proposed transaction or arrangement with the company in which a Trustee is interested, that Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

32.3 But if paragraph 32.4 applies, a Trustee who is interested in an actual or proposed transaction or arrangement with the company:-

- (a) is to be counted as participating in the decision-making process, and
- (b) is entitled to vote on or agree to a proposal relating to it.

32.4 This paragraph applies when:-

- (a) the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a Trustee from being counted as participating in the decision-making process;
- (b) the Trustee's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (c) the Trustee's conflict of interest arises from a permitted cause.

32.5 For the purposes of this article, the following are permitted causes:-

- (a) a guarantee given, or to be given, by or to a Trustee in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries; and
- (b) arrangements pursuant to which benefits are made available to employees and Trustees or former employees and Trustees of the company which do not provide special benefits for Trustees or former Trustees.

32.6 For the purposes of this article, references to proposed decisions and decision-making processes include any Trustees' meeting or part of a Trustees' meeting.

32.7 If a question arises at a meeting of Trustees or of a committee as to the right of a Trustee to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting whose ruling in relation to any Trustee other than the chairman is to be final and conclusive.

32.8 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of the meeting, the question shall be decided by a decision of the Trustees at that meeting, for which purpose the chairman of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

33. The Make-up of the Board of Trustees

- 33.1 The first Board of Trustees consists of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or appointed by them. They hold office until the first annual general meeting.
- 33.2 After that, the Board of Trustees shall consist of not less than eight nor more than twelve persons elected by the members at the annual general meeting.
- 33.3 The members shall endeavour to ensure the Board of Trustees at all times contains not less than three people who are culturally deaf.
- 33.4 The members shall endeavour to ensure that the Board of Trustees at all times contains one representative nominated by a diocese in which the company operates.
- 33.5 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee by ordinary resolution, or by a decision of the Trustees.
- 33.6 In any case where, as a result of death, the company has no members and no Trustees, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a Trustee.
- 33.7 For the purposes of Article 33.6, where 2 or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

34. Retirement of members of the Board of Trustees

- 34.1 Elected Trustees shall retire at the third annual general meeting following election. They shall be eligible for a re-election unless the retirement is at the end of the second of two consecutive terms then they shall not be eligible for the re-election until the annual general meeting following retirement. A Trustee who is elected as Chair at the annual general meeting may continue to serve as a Trustee despite any requirement in this clause to retire or any ineligibility to stand for election.

35. **Notification of Change of membership of the Board of Trustees to the Registrar of Companies**

35.1 All appointments, retirements or removals of Trustee must be notified to the Registrar of Companies.

36. **Filling vacancies in the membership of the Board of Trustees and Co-option**

36.1 The Board of Trustees can appoint anyone to fill a vacancy in the membership of the Board of Trustees. Such appointee will hold office until the next annual general meeting. The Board of Trustees may also co-opt additional persons onto the Board but not so as to create a Board of more than twelve Trustees. They will be eligible for re-election and may vote at meetings of the Board. Where someone who was initially co-opted subsequently becomes an elected Trustee any period of service for less than a year as a co-opted member of the Board of Trustees shall be ignored when calculating their maximum period of continuous service for the purposes of retirement.

37. **Ending of Trusteeship**

37.1 A Trustee must cease to be a member of the Board of Trustees and a Trustee of the Company if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from membership of the Board of Trustees because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993 or any other applicable law; or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs by virtue of a registered medical practitioner who is treating that person giving a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than six months; or
- (d) resigns the office by notice in writing to the Company but only if at least two Trustees will remain in office when the resignation takes effect; or

- (e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
- (f) is removed from office in accordance with the provisions of Article 38.

38. Removal of a Trustee by a General Meeting

- 38.1 A general meeting of the Company may remove any Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the member or Trustee may say.
- 38.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the Trustee concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the member may require it to be read to the meeting.

39. Officers

- 39.1 The annual general meeting shall elect from among those elected as Trustees, a chair, a vice-chair and treasurer for a term of office of a year.
- 39.2 The Board of Trustees may appoint one of its members to fill a vacancy in the post of any officer or to fulfil the role of any additional officer or remove any officer.

40. Quorum of the Board of Trustees

- 40.1 At a meeting of the Board of Trustees, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 40.70 A meeting and decision of the Board of Trustees of the Company may vary the quorum necessary for business to be done at the Board of Trustees meeting and unless so varied the quorum shall be four Trustees.

40.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees, or to call a general meeting so as to enable the members to appoint further Trustees.

41. Vacancies on the Board of Trustees

41.1 The Board of Trustees may act despite any vacancy. But if the number of members falls below the quorum, it may act only to summon a general meeting of the Company.

DECISION-MAKING BY TRUSTEES

42. Meetings of the Board of Trustees

42.1 The Board of Trustees may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles. The Board of Trustees shall meet at least four times in each year.

42.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chair. If the votes are equal, the Chair has a casting vote.

42.3 A Trustee may, and the Secretary if requested by a Trustee must, summon a meeting of the members of the Board of Trustees.

42.4 Notice of a meeting need not be given to any Trustee who is out of the United Kingdom.

42.5 Notice of a meeting of the Board of Trustees should contain the following information;

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

42.6 Notice of a meeting of the Board of Trustees must be given to each Trustee, but need not be in writing and need not be given to Trustees

who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

43. Chair of Meetings of the Board of Trustees

43.1 The Chair (if any) of the Board of Trustees must preside as Chair at every meeting of the Board of Trustees of Company. If there is no Chair, or if he/she will not be present within 15 minutes after the appointed starting time of the meeting of the Board of Trustees or is unwilling to take the chair, the Trustees present must elect one of their number to be Chair of the meeting.

44. Trustees to take decisions collectively

44.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 45.

44.2 If the company only has one Trustee, and no provision of the articles requires it to have more than one Trustee, the general rule does not apply, and the Trustee may take decisions without regard to any of the provisions of the articles relating to Trustees' decision-making.

45. Unanimous decisions

45.1 A decision of the Trustees is taken in accordance with this article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.

45.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.

45.3 References in this article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

45.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

46. **A Resolution may be Approved by Signature Without a Meeting**

46.1 Subject to any restrictions in the Act a resolution in writing signed by all the Trustees or any sub-committee is as valid as if it had been passed at a properly held meeting of the Board of Trustees or sub-committee. The resolution may consist of several documents in the same form signed by one or more members of the Board of Trustees or sub-committee.

47. **Validity of Acts Done at Meetings**

47.1 It may be discovered that there was some defect in the appointment of a Trustee or someone acting as a member or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting is as valid as if there were no defects or disqualification.

COMMITTEES AND SUB-COMMITTEES

48. **Delegation of the Board of Trustees Powers to Sub-Committees**

48.1 The Board of Trustees may delegate the administration of any of its powers to Committees consisting of two or more of its members. A sub-committee must conform to any regulations and procedures that the Board of Trustees imposes on it which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by Trustees.

48.2 The members of the Board of Trustees on the sub-committee may (unless the Board of Trustees directs otherwise) co-opt any person or people to serve on the sub-committee.

48.3 All acts and proceedings of the sub-committee must be reported to the Board of Trustees as soon as possible.

48.4 The Trustees may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

49. **Chair of Sub-Committees**

49.1 A sub-committee may elect a Chair of its meetings if the Board of Trustees does not nominate one.

- 9.2 If at any meeting the sub-committee's Chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chair of the meeting.

50. Meetings of Sub-Committees

- 50.1 A sub-committee may meet and adjourn whenever it chooses.
- 50.2 Questions at the meeting must be decided by a majority of votes of the members present.
- 50.3 The sub-committee must have minutes entered in minute books. Copies of these minutes must be given to all members of the Board of Trustees.

ADMINISTRATIVE ARRANGEMENTS

51. Cheques and Bills etc

- 51.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board of Trustees decides from time to time and cheques shall be signed by two Trustees unless the Board of Trustees otherwise decides.

52. Indemnity for Trustees

- 52.1 In the management of the affairs of the Company no Trustee shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other member hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any member hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.
- 52.2 Subject to the provisions of the Act but 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 against any liability incurred by him or her in defending any proceedings whether civil or criminal in which judgement was given in his or her favour or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

52.3 Furthermore, subject to paragraph 52.4, a Trustee of the company or an associated company may be indemnified out of the company's assets against—

(a) any liability incurred by that Trustee in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,

(b) any liability incurred by that Trustee in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

(c) any other liability incurred by that Trustee as an officer of the company or an associated company.

52.4 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Acts or by any other provision of law.

In this article, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and a “relevant Trustee” means any Trustee or former Trustee of the company or an associated company.

53. **The Keeping of Minutes**

53.1 The Board of Trustees must have minutes entered in the minute books:-

- (a) of all appointments of officers by the Board of Trustees;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Board of Trustees;

(c) of all resolutions and proceedings at all meetings of:

- (i) The Company;
- (ii) The Board of Trustees;
- (iii) Subcommittees of the Board of Trustees.

53.2 The Board of Trustees must ensure that the company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Trustees.

COMPANY SECRETARY

54. Appointment and Removal of the Company Secretary

4.1 The Board of Trustees appoint the Company Secretary. They decide his or her period of office, pay (if not a member of the Board of Trustees) and conditions of service. They may also remove the Company Secretary.

55. Actions of Trustees and Company Secretary

55.1 The Act says that some actions must be taken both by a Trustee (a Director) and by the Company Secretary. If one person is both a Trustee and the Company Secretary, it is not enough for him or her to do the action first as a Trustee member and then as Company Secretary.

56. The Seal

56.1 If the Company shall decide to use a Company Seal the Board of Trustees must provide safe custody of the Seal.

56.2 The Seal may only be used as the authority of the Board of Trustees or of a sub-committee authorised by the Board of Trustees to use it.

56.3 Everything to which the Seal is affixed must be:-

- (a) signed by a Trustee; and
- (b) countersigned by the Company Secretary or by a second Trustee or by some other person appointed by the Board of Trustees for that purpose.

ACCOUNTS

57. Proper Accounts must be Kept

57.1 The Board of Trustees must have proper books of account kept in accordance with the law. In particular, the books of account must show:-

- (a) all amounts received and spent by the Company, and for what;
- (b) all sales and purchases by the Company;
- (c) the assets and liabilities of the Company.

57.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions. Otherwise they are not proper books of account.

58. Books must be Kept at the Office

58.1 The books of account must be kept at the Registered Office of the Company or at other places decided by the Board of Trustees. The books of account must always be open to inspection by members of the Board of Trustees.

59. Inspection of Books

59.1 The Board of Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not on the Board of Trustees. A member who is not on the Board of Trustees may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Board of Trustees or a general meeting.

60. Profit and Loss Account and Balance Sheets

60.1 The Board of Trustees must, for each accounting reference period, put before a general meeting of the Company:-

- (a) any statement of financial activities and income and expenditure accounts;
- (b) a report by the Board of Trustees on the state of the Company as required by the law;

- (c) a balance sheet; and
- (d) such other reports statements or accounts as are from time to time required by law.

60.2 The Board of Trustees must file with the Companies Registrar the annual returns that are required.

61. **Copies for Members**

61.1 Certain documents must be sent to members of the Company at least 21 days before the date of the general meeting. These documents are:-

- (a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general meeting;
- (b) a copy of any report from Reporting Accountants or Auditors; and
- (c) a copy of the report of the Trustees.

61.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know.

62. **Appointment of Reporting Accountants or Auditors**

62.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this legal requirement.

63. **Means of Communication to be used**

63.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

63.2 Subject to the articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

63.3 A Trustee may agree with the company that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

64. **Alteration of the Articles**

The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 days notice has been given of the intention to pass a special resolution and at which 75% of those voting must be in favour of. Such a resolution may be passed on shorter notice if 75% of members having the right to vote agree.

65. **Insurance**

65.1 The Trustees may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant Trustee in respect of any relevant loss.

65.2 In this article—

(a) a “relevant Trustee” means any Trustee or former Trustee of the company or an associated company,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Trustee in connection with that Trustee’s duties or powers in relation to the company, any associated company or any pension fund or employees’ share scheme of the company or associated company, and

(c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

66. **Dissolution of the Company**

66.1 The Board of Trustees or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members and those entitled to notice of general meetings.

66.2 Any surplus must be used in accordance with the provisions of these Articles.

- 66.3 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by these Articles.
- 66.4 The institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.