

**The Companies Act 2006**

**A COMPANY LIMITED BY GUARANTEE**

**Articles of Association**

**of**

**Catcote Futures**

**INTERPRETATION**

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

Act	means the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force;
Articles	means the Articles of Association of the Company, as amended from time to time;
Chairman	means the chairman of Trustees appointed in accordance with these Articles;
Charity Commission	means the Charity Commission for England and Wales;
Clear Days	means in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is given or on which it is to take effect;
Connected Person	means any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm or body corporate (including a limited liability partnership) of which a Trustee is a member or employee and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;
Company	means the company regulated by these Articles and referred to in Article 2;
Electronic Form	means something sent by electronic means (as defined by the

Act), such as an email or fax, or by any other means while still being in electronic form;

Eligible Trustees means all Trustees who would be entitled to vote on a resolution at a meeting;

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

General Meeting means a general meeting of the Company;

in writing or written 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;

Member means the Member of the Company for the purposes of the Act, which shall be Hartlepool Aspire Trust (company number: 8604037), a charitable company limited by guarantee, howsoever that company shall be known from time to time;

Object means the objects of the Company set out in Article 5;

Register means the register of members of the Company kept pursuant to the Act;

Seal means the common seal of the Company, if it has one;

Secretary means any person appointed to perform the duties of secretary of the Company; and

Trustee means a director of the Company and Trustees means all the directors.

1.1 Unless specifically stated otherwise:

1.1.1 words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company;

1.1.2 words denoting the singular include the plural and vice versa; and

1.1.3 words denoting any one gender include all genders.

1.2 Each reference to person includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality).

1.3 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.4 The Companies (Model Articles) Regulations 2008 shall not apply to the Company.

#### **NAME**

2. The name of the Company is Catcote Futures (Company number [            ]).

#### **OFFICE**

3. The Office of the Company will be situated in England.

#### **GUARANTEE**

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

#### **OBJECTS**

5. The objects for which the Company is established are to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing educational provision for post-19 learners ( **the Objects** ).

#### **POWERS**

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

6.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company;

6.2 to provide accommodation and facilities, to adapt, modify or enhance such accommodation and facilities to ensure suitability of use;

6.3 subject to such consents as may be required by law, to sell, exchange, let, mortgage,

charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company;

- 6.4 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
- 6.5 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Company shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects,
- 6.6 to set aside funds for special purposes or as reserves against future expenditure;
- 6.7 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 6.8 to delegate the management of investments to a Financial Expert but only on terms that:
  - 6.8.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 6.8.2 every transaction is reported promptly to the Trustees;
  - 6.8.3 the performance of the investments is reviewed regularly with the Trustees;
  - 6.8.4 the Trustees are entitled to cancel the delegation arrangements at any time;
  - 6.8.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 6.8.6 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
  - 6.8.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 6.9 to arrange for investments or other property or assets of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of

business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;

- 6.10 to encourage groups of persons to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Company. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees;
- 6.11 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Company's interests or any of them;
- 6.12 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 6.13 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Company;
- 6.14 to insure the property and assets of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 6.15 to co-operate with other charities, voluntary bodies, statutory authorities and other institutions operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 6.16 to subscribe to, support, affiliate, become a member of, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great

Britain or Northern Ireland or elsewhere) or any other organisation whose objects are, wholly or in part, similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company;

- 6.17 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 6.18 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;
- 6.19 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 6.20 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 6.21 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Company receiving any consideration or advantage;
- 6.22 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 6.23 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;
- 6.24 to provide advice and guidance, management and administration services;
- 6.25 to make applications for consent under bye-laws or regulations and other like applications;
- 6.26 to pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the formation and registration of the Company;
- 6.27 to enter into contracts and provide services to or on behalf of other bodies;
- 6.28 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 6.29 to do all such other lawful and charitable things as shall further the attainment of the Objects.

#### **APPLICATION OF INCOME AND PROPERTY**

7. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that this Article shall not prevent any payment in good faith by the Company:
  - 7.1 of reasonable and proper remuneration to any Member, officer or employee of the Company (not being a Trustee) for any goods, resources or services supplied to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or employee of the Company;
  - 7.2 of interest at a reasonable rate on money lent by any Member or Trustee;
  - 7.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Trustee;
  - 7.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
  - 7.5 to any Trustee of reasonable out-of-pocket expenses;
  - 7.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Company in accordance with Article 44;
  - 7.7 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf;
  - 7.8 of the payment of remuneration to a Trustee for services under a contract with the Company as authorised by Article 8;
  - 7.9 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees as permitted under Article 6.13;
  - 7.10 to the Member for reimbursement of any payments made on behalf of the Company;
  - 7.11 of the payment to any Member or Trustee of charitable benefits in furtherance of the Objects;
  - 7.12 of any payment to the Member made pursuant to Article 13 at the point of or prior to dissolution of the Company; and

- 7.13 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).

### **BENEFITS AND PAYMENTS**

8. A Trustee may not be an employee of the Company, but a Trustee or a Connected Person may enter into a contract with the Company to supply services or goods to the Company in return for a payment or other material benefit if:
- 8.1 the services or goods are actually required by the Company;
  - 8.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in Article 9 and recorded in an agreement in writing;
  - 8.3 the number of Trustees who are interested in any such a contract in any financial year of the Company is in the minority; and
  - 8.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Company, and likely to promote the success of the Company, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Company for the amount or maximum amount of benefit or payment set at the meeting referred to in Article 8.2.

### **TRUSTEES' INTERESTS**

9. Subject to Articles 10 and 11, whenever a Trustee has a direct or indirect interest in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees, he must:
- 9.1 declare that interest in accordance with the Act and declare it before the meeting or at the meeting before discussion begins on the matter;
  - 9.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 9.3 not be counted in the quorum for that part of the meeting; and
  - 9.4 be absent during any vote and have no vote on the matter (whether in a meeting or by written resolution).
10. Where a Trustee has a direct or indirect interest in a matter to be discussed at a meeting, but that interest does not result in a financial benefit being conferred on the Trustee or a Connected Person, the other Trustees may permit that Trustee to remain at the meeting for that item



provided that the quorum for the meeting is met without counting the Trustee in question and provided that the resolution is agreed to without his vote being counted.

11. Notwithstanding Articles 8, 9 and 10, whenever a Trustee has a direct or indirect interest in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees by virtue only of the fact that he is also a trustee, officer or employee of another charity, he:
  - 11.1 must declare that interest in accordance with the Act and declare it before the meeting or at the meeting before discussion begins on the matter;
  - 11.2 may remain at the meeting for that item;
  - 11.3 may be counted in the quorum for that part of the meeting; and
  - 11.4 may remain during the vote and take part in the vote on the matter (whether in a meeting or by written resolution);

and provided that the requirements of these Articles are fully met, a Trustee's duty to avoid conflicts of interest under the Act is disapplied, in relation to contracts with the Company as authorised by these Articles, in accordance with the provisions of the Act.

#### **LIABILITY**

12. The liability of the Member is limited.
13. If, upon the winding-up or dissolution of the Company, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under, or by virtue of Article 7 (which may include the Member, if the Member has charitable objects at the date of dissolution). Such charitable institution or institutions to be chosen by the Member, at or before the time of dissolution, or in default by the Charity Commission and if and in so far as effect cannot be given to such provision, then to some other charitable object (which may include towards the charitable objects of the Member (or any successor body) notwithstanding that it is the Member provided that the Member has charitable objects at the time of dissolution).

#### **MEMBERS**

14. The number of Members of the Company is one.
15. The Member or any successor body shall be the sole Member of the Company.
16. The rights and privileges of the Member shall be personal to the Member and shall cease on dissolution or the appointment of a receiver or liquidator.

17. The Member shall be subject to the provisions of these Articles in relation to its membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of, or prior to, it becoming a Member.
18. Membership of the Company is not transferable.

#### **GENERAL MEETINGS AND COMPANY RESOLUTIONS**

19. Subject to the provisions of the Act, the Company shall dispense with the holding of General Meetings and all resolutions of the Company shall be passed by way of written resolution signed by the duly authorised representative of the Member. The date of each such written resolution shall be the date on which the duly authorised representative signs.

#### **TRUSTEES**

20. The number of Trustees shall be not less than three but shall not be subjected to a maximum.
21. The Member shall appoint the Trustees by way of written resolution. The Trustees may, with the written consent of the Member, co-opt further persons to be Trustees.
22. The first Trustees shall be:
  - G. Jones
  - A C Chapman
  - C. Ferguson
23. A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.

#### **POWERS AND DUTIES OF THE TRUSTEES**

24. Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Trustees for which purpose they may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by these Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
25. The Trustees may exercise all the powers of the Company to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and

to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, but only in so far as is permitted by law.

26. Subject to the provisions of these Articles, the Trustees may make rules with respect to the carrying into effect the Objects or all or any of the provisions of these Articles.

#### **DISQUALIFICATION OF TRUSTEES**

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

27.1 he is removed from office by the Member;

27.2 he dies or becomes subject to a bankruptcy order or he makes any arrangement or composition with his creditors;

27.3 in the case of a corporate trustee, a resolution is passed or an order is made for its winding up or it is placed in liquidation, or an administrator or a liquidator is appointed, or ceases to exist;

27.4 by notice in writing to the Company he resigns his office;

27.5 he is disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;

27.6 he is disqualified in accordance with any rules, regulations or codes in force from time to time and applicable to Trustees;

27.7 he is co-opted by the Trustees and is removed by the Trustees on the basis that in their reasonable opinion, his conduct or behaviour is detrimental to the interests of the Company (in which case, the Trustees shall notify the Member in writing);

27.8 he has been convicted of any criminal offence, except where the maximum sentence for that offence is a fine; or

27.9 he absents himself from the meetings of the Trustees during a continuous period of six months without special leave of absence from the Trustees and they pass a resolution that he has by reason of such absence vacated office.

#### **PROCEEDINGS OF THE TRUSTEES**

28. The quorum necessary for the transaction of business of the Trustees shall be two Trustees or one-third of the Trustees (whichever is the greater). Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

29. Unless otherwise resolved by the Trustees, the Trustees shall meet at least twice each year.
  30. The Trustees may from time to time elect from amongst their number a Chair and a Vice Chair and may determine for what period they are to hold office. The Chair shall be entitled to preside at all meetings of the Trustees and meetings of the Company at which he shall be present. If there shall be no Chair or if at any meeting he is unwilling to do so or is not present within fifteen minutes after the time appointed for holding the meeting, the Vice Chair shall act as Chair of the meeting and if no Vice Chair is elected or if at any meeting he is unwilling to do so or is not present within fifteen minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be chair of the meeting. A Chair or a Vice Chair elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if and for so long as he shall remain a Trustee. A retiring Chair and Vice-Chair may be re-elected.
  31. The Trustees may appoint one or more committees consisting of two or more individuals appointed by them at least one of whom must be a Trustee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee. Provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.
  32. Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.
  33. Any of the Trustees, or any committee of the Trustees, can take part in a Trustees' meeting or committee meeting by way of a:
    - 33.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
    - 33.2 series of video conferences or telephone calls from the Chair.
- Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.
34. The Chair or Vice-Chair may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.
  35. The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act

for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

36. All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

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

37.1 all appointments of officers made by the Trustees;

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

37.3 all resolutions and proceedings at all meetings of the Company and of the Trustees and of committees of the Trustees.

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

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

#### **SECRETARY**

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

#### **EXECUTION OF DOCUMENTS**

40. The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall

be countersigned by the Secretary (if any), or by a second Trustee, or by some other person appointed by the Trustees for that purpose. Otherwise, documents shall be executed for and on behalf of the Company in accordance with the Act.

#### **HONORARY OFFICERS**

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

#### **ACCOUNTS**

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

#### **NOTICES**

43. 43.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

43.2 The only address at which the Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.

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

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

43.5 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.

43.6 Where a document or information is sent or supplied by the Company in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall

be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.

43.7 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when:

43.7.1 The material is first made available on the website; or

43.7.2 If later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.

43.8 A Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

43.9 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

#### **INDEMNITY AND INSURANCE**

44. Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Company, against any liability incurred by him in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

45. Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Company for the benefit of any Trustee, or other officer, of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

#### **AMENDMENT**

46. These Articles can only be amended by a written resolution of the Member.

47. Any alteration of Article 5 (Objects), Article 13 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by the trustees or the Member or persons connected with them, requires the prior written consent of the Charity Commission.

48. No amendment that is inconsistent with the provisions of the Charities Act 2011 and the Companies Act 2006 shall be valid.

49. A copy of every resolution altering the Articles, together with a copy of the Articles as amended must be sent to Companies House within 15 days from the date on which the resolution is passed.