

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

UNITED CHURCH SCHOOLS TRUST

Company No 02780748

Registered Charity No 1016538

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
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OF
UNITED CHURCH SCHOOLS TRUST
Adopted by Special Resolution passed on 18th March 2025

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Charity's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Charities Act: means the Charities Act 2011;

Charity: means the charitable company regulated by the Articles called United Church Schools Trust (or such name as shall be stated in any certificate of incorporation on change of name for the company issued by Companies House from time to time);

Charity Commission: means the Charity Commission for England and Wales;

Circulation Date: in relation to a written resolution, has the meaning given to it in the Act;

Clear days: in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

Connected Person: means any person falling within one of the following categories:

- a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- b) the spouse or civil partner of any person in (a); or
- c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;

e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form and electronic means: have the meaning given to such terms in section 1168 of the Act;

Financial Expert: means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

Foundation: means United Learning (charity number: 313999) (company number: 00018582) whose registered office is at Worldwide House, Thorpe Wood, Peterborough, England, PE3 6SB, or any successor which carries on its activities;

Member: means the Foundation;

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);

Objects: means the objects of the Charity as stated in article 2;

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

Trustee: means a director of the Charity and “Trustees” means the directors. The Trustees are the charity trustees as defined in the Charities Act;

United Kingdom: means Great Britain and Northern Ireland; and

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.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Charity.

2. Objects

- 2.1 The Charity's objects are:
- (a) to provide in England and Wales, by the establishment and maintenance of schools, a liberal, practical, and general education, for children and adults of all ages and both sexes, such education to include religious instruction in the doctrine and duties of Christianity principally as the same are taught by the Church of England but also sensitive to the teachings attitudes and practices of other Christian Communion and Denominations;
 - (b) to assist, in such manner as the Trustees may think fit, (including, without limitation, by the making of grants), and otherwise to promote the establishment and maintenance of schools conducted, or to be conducted, by any charitable institution, on the same or similar principles as those on which the schools operated by the Company are conducted.

3. Powers

In pursuance of the Objects, but not further or otherwise, the Charity has the power to:

- (a) establish and carry on schools and carry on or manage, including providing support to enhance school improvement to, any subsidiary, affiliated or other schools for the education of children;
- (b) make grants and award bursaries, prizes and scholarships to pupils, and to former pupils who become students at any university or at any other place of education or who undertake any special course of instruction or research work;
- (c) provide and support the provision of training for student teachers and school support staff, including without limitation training students in the theory and practice of education, and offering apprenticeships;

- (d) print and publish any newspaper, periodicals, books or leaflets;
- (e) accept (or disclaim) any gift of money, legacy or other property, whether subject to any special trust or not;
- (f) raise funds by way of subscription, donation or otherwise;
- (g) trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- (h) establish or purchase companies to carry on any trade;
- (i) sell, lease or otherwise dispose of all or any part of the Charity's real or personal property and any and all rights of the Charity, subject to such consents as may be required by law;
- (j) borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Charity's property and assets, subject to such consents as may be required by law;
- (k) lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- (l) buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- (m) set aside funds for particular purposes or as reserves against future expenditure;
- (n) to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless (in every case) to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- (o) delegate the management of investments to a Financial Expert, but only on terms that:
 - (i) the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;
 - (ii) all transactions are reported promptly and regularly to the Trustees;
 - (iii) investment performance is reviewed regularly with the Trustees;

- (iv) the delegation arrangement may be cancelled by the Trustees at any time;
 - (v) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
 - (vi) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - (vii) the Financial Expert must not do anything outside the powers of the Charity;
- (p) arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
 - (q) co-operate with other bodies and to exchange information and advice with them;
 - (r) establish, hold shares in or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
 - (s) enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
 - (t) acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
 - (u) enter into contracts to provide services to or on behalf of other bodies;
 - (v) provide or procure the provision of advice;
 - (w) promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
 - (x) subject to article 4.2:
 - (i) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
 - (ii) make reasonable provision for the payment of pensions for employees and their dependents;
 - (y) take out such insurance policies as are necessary to protect the Charity;
 - (z) provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act;

- (aa) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (bb) alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- (cc) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- (dd) provide and assist in the provision of money, materials or other aid;
- (ee) act as trustee and to undertake and execute charitable trusts; and
- (ff) do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

4. Application of income and property

- 4.1 The income and property of the Charity shall only be applied to promote the Objects and do not belong to the Member or any Trustee.
- 4.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - (a) a benefit to the Member in the capacity of a beneficiary of the Charity;
 - (b) reasonable and proper remuneration to the Member for any goods or services supplied to the Charity, provided that article 5 applies if the Member is a Trustee;
 - (c) interest on money lent by the Member to the Charity at a reasonable and proper rate;
 - (d) reasonable and proper rent for premises demised or let by the Member to the Charity; and
 - (e) any payment to the Member if it is also a Trustee is permitted under article 5.

5. Benefits and payments to Trustees and Connected Persons

- 5.1 A Trustee:
 - (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;

- (b) may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
- (c) may receive payment under an indemnity from the Charity in the circumstances set out in article 30;
- (d) may not receive any other financial benefit or payment from the Charity unless it is authorised by this article 5.

5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including if the Member is also a Trustee) or Connected Person may:

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity; or
- (d) receive any other financial benefit from the Charity.

5.3 A Trustee or a Connected Person may:

- (a) receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
- (b) enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
- (c) subject to article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
- (d) receive reasonable and proper rent for premises let to the Charity;
- (e) receive interest at a reasonable and proper rate on money lent to the Charity;
- (f) take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public; and
- (g) receive or retain any other payment or benefit for which prior written authorisation has been obtained from the Charity Commission.

5.4 The Charity and its Trustees may only rely upon the authority provided by article 5.3(c) if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods:

- (i) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;
 - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (b) the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
- (c) the Supplier:
 - (i) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
 - (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
- (d) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.

5.5 In article 5.3 and article 5.4, the "Charity" includes any company in which the Charity:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more directors to the company.

5.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 5.

6. Dissolution

6.1 The Member (or the Trustees, subject to such resolution of the Member) may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- (a) directly for the Objects;
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

6.2 If no resolution in accordance with article 6.1 is passed by the Member or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Charity Commission.

7. Liability of the Member

The liability of the Member is limited to £1, being the amount that the Member undertakes to contribute to the assets of the Charity in the event of its being wound up while it is a Member or within one year after it ceases to be a Member, for:

- (a) payment of the Charity's debts and liabilities contracted before it ceased to be the Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

8. Member

8.1 The sole Member of the Charity shall be the Foundation.

8.2 The Charity shall maintain a register of the names and address of the members.

8.3 Except as otherwise provided in the Articles, a decision of the Member shall be made by resolution through its duly authorised representative in accordance with the Act.

8.4 Membership is not transferable.

9. General meetings

9.1 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 the Member.

10. Member Decisions

10.1 Except where otherwise provided by the Articles or the Act, a written resolution (whether an ordinary or 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.

11. Trustees

11.1 Every Trustee shall hold one share in the Foundation for so long as they shall remain a Trustee. Where a person ceases to be a Trustee, they shall immediately upon such cessation transfer the share in the Foundation held by them to such person or persons as the Trustees shall direct upon payment of the sum of £1 in respect of such share.

11.2 Unless otherwise determined by ordinary resolution, the number of Trustees shall not be fewer than five.

11.3 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

12. Powers of Trustees

12.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.

12.2 Pursuant to article 31, the Trustees may from time to time adopt and make, alter or revoke Rules as they consider necessary for the furtherance of the purposes of the Charity. It is expressly declared that the Rules must not contravene or vary from the following standing rules of the Charity that in all schools designated as Christian set up or assisted by the Charity, instruction shall be given in the doctrine and duties of Christianity as taught by the Church of England or by such other Christian Communion or Denomination as is appropriate for the school, but with liberty to the parent or guardian of or person liable to maintain or having the actual custody of any day pupil, by notice in writing addressed to the head teacher of the school, to withdraw such pupil from attendance at prayer or religious worship, or from any lesson or series of lessons on a religious subject.

12.3 The Trustees may from time to time appoint any person to the office of Chief Executive of the Charity for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

12.4 Trustees may entrust to and confer upon the Chief Executive of the Charity any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers.

12.5 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.

12.6 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

13. Appointment and retirement of Trustees

13.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by resolution of the Trustees for a term of three years.

- 13.2 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.
- 13.3 No Trustee shall serve for more than nine consecutive years, unless the other Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.

14. Disqualification and removal of Trustees

A Trustee shall cease to hold office if they:

- (a) are removed by ordinary resolution of the Charity pursuant to the Act;
- (b) cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Trustee;
- (c) are disqualified from acting as a charity trustee by virtue of the Charities Act;
- (d) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (e) in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- (f) resign by written notice to the Charity, provided that at least three Trustees will remain in office once the resignation takes effect;
- (g) are absent from all the meetings of the Trustees held within a period of twelve consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or
- (h) are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:
 - (i) the Trustee has been given at least 14 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
 - (ii) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

15. Proceedings of Trustees

- 15.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 15.2 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:
- (a) the appointment of any such Trustee or person acting as a Trustee was defective; or
 - (b) any or all of them were disqualified; or
 - (c) any or all of them were not entitled to vote on the matter.

16. Calling a Trustees' meeting

- 16.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.
- 16.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:
- (a) the time, date and place of the meeting;
 - (b) the general particulars of the business to be considered at the meeting; and
 - (c) if it is anticipated that the 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.

17. Participation in Trustees' meetings

- 17.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.
- 17.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

18. Quorum for Trustees' meetings

- 18.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, provided it shall not be less than three and, unless otherwise fixed, it shall be the greater of three or one-third of the total number of Trustees (or if their number is not a multiple of three, the number nearest to but not greater than one-third).

18.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

19. Chairing Trustees' meetings

19.1 The Trustees shall appoint a chair and may also appoint a vice-chair of Trustees from among their number and determine the period for which they are to hold office.

19.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

19.3 The Trustees may terminate the appointment of a chair or any vice-chair of Trustees at any time.

20. Decision-making by Trustees

20.1 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

21. Delegation by Trustees

21.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee. It is not necessary for a Trustee to be a member of any committee.

21.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.

21.3 A Trustee or committee to whom a power or function of the Trustees is delegated under articles 22.1 and 22.2 may further sub-delegate those powers or functions (or any of them) to a further person or sub-committee. Where any power or function of the Trustees is sub-delegated by any person or committee to whom it has been delegated, that person or committee must inform the Trustees as soon as reasonably practicable which powers and functions have been further delegated and to whom, and any such sub-delegation shall be made subject to any conditions the Trustees may impose, and may be revoked or altered by the Trustees.

- 21.4 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
 - (b) no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 21.5 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 21.6 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 21.7 The terms of any delegation to a committee shall be recorded in the minute book.
- 21.8 The Trustees may revoke or alter a delegation.
- 21.9 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

22. Conflicts of interests

- 22.1 A Trustee must declare 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.
- 22.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including, but not limited to, any personal financial interest).
- 22.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- (a) 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;

- (b) 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
- (c) the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article **23.3** a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

23. Secretary

- 23.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.
- 23.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

24. Minutes

The Trustees shall cause the Charity to keep the following records in writing and in permanent form:

- (a) minutes of proceedings at general meetings;
- (b) minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- (c) copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
- (d) particulars of appointments of officers made by the Trustees.

25. Seal

- 25.1 The seal, if any, may only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees.
- 25.2 The Trustees may determine by what means and in what form the seal is to be used.
- 25.3 Unless otherwise decided by the Trustees, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 25.4 For the purposes of this Article, an authorised person is:

- (a) any Trustee;
- (b) the secretary (if any); or
- (c) any person authorised by the Trustees for the purpose of signing documents to which the seal is applied.

26. Records and accounts

- 26.1 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- (a) annual reports;
 - (b) annual returns; and
 - (c) annual statements of account.
- 26.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 26.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee or the Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

27. Communications

- 27.1 Subject to the Articles, anything sent or supplied by or to the Charity 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 the Act to be sent or supplied by or to the Charity.
- 27.2 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.
- 27.3 A Trustee may agree with the Charity 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.

28. Irregularities

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or 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.

29. Indemnity

29.1 Subject to article 30.2, but without prejudice to any indemnity to which they may otherwise be entitled:

- (a) every Trustee or former Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and
- (b) every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.

29.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

30. Rules

30.1 The Trustees may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Charity. In particular, but without prejudice to the generality of the above, such rules may regulate:

- (a) the conduct of the Member and to the Charity's employees and volunteers;
- (b) the conduct of Trustees in relation to one another and to the Charity's employees and volunteers; and
- (c) the procedure at general meetings and meetings of the Trustees and committees to the extent that such procedure is not regulated by the Act or by the Articles.

30.2 The Charity may alter, add to or repeal the rules by Special Resolution.

30.3 The rules shall be binding on the Member and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.