

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
The British Association for Early Childhood Education

Index to Articles of Association of The British Association for Early Childhood Education

INTERPRETATION.....	1
1. Defined terms.....	1
OBJECTS AND POWERS.....	1
2. Objects.....	1
3. Powers.....	1
LIMITATION ON PRIVATE BENEFITS.....	3
4. Limitation on private benefits.....	3
LIMITATION OF LIABILITY AND INDEMNITY.....	5
5. Liability of members.....	5
6. Indemnity.....	6
TRUSTEES.....	6
TRUSTEES’ POWERS AND RESPONSIBILITIES.....	6
7. Trustees’ general authority.....	6
8. Members’ reserve power.....	6
9. Chair and Vice Chairs.....	6
10. Trustees may delegate.....	6
11. Committees.....	7
12. Delegation of day to day management powers.....	8
13. Delegation of investment management.....	8
14. Rules.....	8
DECISION-MAKING BY TRUSTEES.....	9
15. Trustees to take decisions collectively.....	9
16. Calling a Trustees’ meeting.....	9
17. Participation in Trustees’ meetings.....	10
18. Quorum for Trustees’ meetings.....	10
19. Chairing of Trustees’ meetings.....	10
20. Decision-making at meetings.....	10
21. Decisions without a meeting.....	11
22. Conflicts of Interest:.....	11
28. Register of Trustees’ interests.....	13
29. Validity of Trustee actions.....	13
APPOINTMENT AND RETIREMENT OF TRUSTEES.....	13
30. Number of Trustees.....	13
31. Appointment of Trustees and retirement of Trustees by rotation.....	13
32. Disqualification and removal of Trustee’s appointment.....	14
PATRONS.....	15
33. Patrons.....	15
MEMBERS.....	15
BECOMING AND CEASING TO BE A MEMBER.....	15
34. Becoming a member.....	15
35. Termination of membership.....	16
36. Categories of membership.....	16
37. Associate members.....	17

ORGANISATION OF GENERAL MEETINGS	17
38. Annual general meetings.....	17
39. Other general meetings	17
40. Length of notice	17
41. Contents of notice	17
42. Service of notice	18
43. Quorum for general meetings	18
44. Chairing general meetings	18
45. Attendance and speaking by Trustees, patrons and non-members	19
46. Adjournment	19
VOTING AT GENERAL MEETINGS	19
47. Voting	19
48. Votes	20
49. Errors and disputes.....	20
50. Poll votes.....	20
51. Proxies.....	22
52. Delivery of Proxy Notices	22
53. Representation of Member Organisations at meetings	24
54. Amendments to resolutions.....	24
WRITTEN RESOLUTIONS	25
55. Written resolutions.....	25
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS	25
56. Communications by the Charity methods of communication.....	25
57. Secretary	26
58. Irregularities	26
59. Minutes	27
60. Records and accounts.....	27
61. Exclusion of model articles.....	27
62. Winding up.....	27
SCHEDULE.....	29
Defined terms.....	29

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of The British Association for Early Childhood Education

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are the advancement of education and development of young children, families and individuals who are concerned with the education and care of young children in all ways charitable.

3. Powers

3.1 To further its objects the Charity may:

- 3.1.1 provide and assist in the provision of money, materials or other help;
- 3.1.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.5 provide a network of support and advice for individuals and organisations concerned with the education and care of young children, including the establishment and maintenance of a network of branches and regional groups of the Charity, in England, Scotland, Wales and Northern Ireland;
- 3.1.6 maintain the historic library and archive of the Charity;
- 3.1.7 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 shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;

- 3.1.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993);
- 3.1.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);
- 3.1.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
- 3.1.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.16 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;
- 3.1.17 accept (or disclaim) gifts of money and any other property;
- 3.1.18 raise funds by way of subscription, donation or otherwise;
- 3.1.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.20 incorporate subsidiary companies to carry on any trade;
- 3.1.21 subject to Article 4:
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

- 3.1.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.1.24 undertake and execute charitable trusts;
- 3.1.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.27 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.1.28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.29 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 73F of the Charities Act 1993 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 73F(1) shall be treated as references to officers of the Charity); and
- 3.1.30 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 4.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Charity;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Charity (including services performed by the member under a contract of employment with the Charity), provided that if such member is a Trustee Articles 4.3 and 4.4 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Charity;

- 4.2.4 any reasonable and proper rent for premises let by any member to the Charity;
and
- 4.2.5 any payments to a member who is also a Trustee which are permitted under Articles 4.4 and 4.5.

Permitted benefits to Trustees and persons Connected

- 4.3 No Trustee or person Connected to him or her may:
 - 4.3.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 4.3.2 sell goods, services or any interest in land to the Charity;
 - 4.3.3 be employed by, or receive any remuneration from, the Charity; or
 - 4.3.4 receive any other financial benefit from the Charity;unless the payment is permitted by Article 4.4 or the Trustees obtain the prior written approval of the Charity Commission and fully comply with any procedure it prescribes.
- 4.4 A Trustee or person Connected to him or her may receive the following benefits from the Charity:
 - 4.4.1 a Trustee is entitled to be reimbursed from the property of the Charity and may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
 - 4.4.2 a Trustee may receive an indemnity from the Charity in the circumstances specified in Article 6;
 - 4.4.3 a Trustee or person Connected to him or her may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
 - 4.4.4 a Trustee or person Connected to him or her may 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 73A to 73C of the Charities Act 1993;
 - 4.4.5 subject to Article 4.5 a Trustee or person Connected to him or her may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the trustee or person Connected to him or her;
 - 4.4.6 a Trustee or person Connected to him or her may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Trustees;
 - 4.4.7 a Trustee or person Connected to him or her may receive rent for premises let by the Trustee or person Connected to him or her to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and

provided that the Trustee concerned shall withdraw from any meeting at which such a proposal of the rent or other terms of the lease are under discussion;

- 4.4.8 The Trustees may arrange for the purchase, out of the funds of the Charity, or insurance designed to indemnify the Trustees in accordance with the terms of, and subject to, the conditions in section 73F of the Charities Act 1993;
 - 4.4.9 a Trustee or person Connected to him or her may take part in the normal trading and fundraising activities of the Charity on the same terms as a member of the public.
- 4.5 The Charity and its Trustees may only rely upon the authority provided by Article 4.4.5 if each of the following conditions is satisfied:
- 4.5.1 the maximum amount of the payment for the goods is set out in an agreement in writing between:
 - (a) the Charity or its Trustees (as the case may be); and
 - (b) the Trustee or person Connected to him or her supplying the goods (“the Supplier”) under which the Supplier is to supply the goods in question to or on behalf of the Charity;
 - 4.5.2 the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 4.5.3 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a Trustee or person Connected to him or her. In reaching that decision the Trustees must balance the advantage of contracting with the Trustee or person Connected to him or her against the disadvantages of doing so;
 - 4.5.4 the Supplier is absent from any part of the meeting at which there is a discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity;
 - 4.5.5 the Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
 - 4.5.6 the reason for the decision is recorded by the Trustees in the minute book;
 - 4.5.7 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 4.3.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £0.25, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

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

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

8. Members' reserve power

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

9. Chair and Vice Chairs

- 9.1 The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.
- 9.2 The Trustees may appoint up to four of their number to be a Vice Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

10. **Trustees may delegate**

- 10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 10.2 Subject to the Articles, 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.
- 10.3 Any delegation by the Trustees may be:
- 10.3.1 by such means;
 - 10.3.2 to such an extent;
 - 10.3.3 in relation to such matters or territories; and
 - 10.3.4 on such terms and conditions;
- as they think fit.
- 10.4 If the Trustees so specify, any such delegation may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

11. **Committees**

- 11.1 In the case of delegation to committees:
- 11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

- 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.
12. **Delegation of day to day management powers**
- 12.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 12.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 12.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.
13. **Delegation of investment management**
- The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:
- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 every transaction is reported promptly to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

14. **Rules**

- 14.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs. The rules shall be binding on all members of the Charity. No rule shall be inconsistent with the Companies Acts, these Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
- 14.2.1 the duties of any officers or employees of the Charity;
 - 14.2.2 the admission of members of the Charity and the benefits of such members, and the subscriptions, fees or payments to be made by members;
 - 14.2.3 the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;
 - 14.2.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);
 - 14.2.5 the procedure at general meetings;
 - 14.2.6 any of the matters or things within the powers or under the control of the Trustees; and
 - 14.2.7 generally, all such matters as are commonly the subject matter of company rules.
- 14.3 The Charity in general meeting has the power to alter, add to or repeal the rules.

DECISION-MAKING BY TRUSTEES

15. **Trustees to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 21.

16. **Calling a Trustees' meeting**

- 16.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
- 16.2.1 all the Trustees agree; or
 - 16.2.2 urgent circumstances require shorter notice.
- 16.3 Notice of Trustees' meetings must be given to each Trustee.
- 16.4 Every notice calling a Trustees' meeting must specify:
- 16.4.1 the place, day and time of the meeting;

16.4.2 the general nature of the business to be considered at such meeting; and

16.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, for example if the meeting is to be held virtually, how it is proposed that they should communicate with each other during the meeting, such as by video conference or call with the details circulated to each Trustee..

16.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

17. **Participation in Trustees' meetings**

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

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

17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other (whether in person, virtually or by any other means agreed between the Trustees from time to time).

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

18. **Quorum for Trustees' meetings**

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

18.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three or one-third of the total number of Trustees, whichever is the greater.

18.3 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:

18.3.1 to appoint further Trustees; or

18.3.2 to call a general meeting so as to enable the members to appoint further Trustees.

19. **Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence one of the Vice Chairs nominated by the Trustees present shall preside as chair of each Trustees' meeting. Where neither the Chair or one of the Vice Chairs are present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to preside over the meeting.

20. **Decision-making at meetings**

20.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

20.2 But this does not apply if, 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. In such circumstances the unconflicted trustees shall choose one of their number to chair the meeting for that vote.

21. **Decisions without a meeting**

21.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter.

21.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

21.3 A decision which is made in accordance with Article 21.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

21.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

21.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 21.3;

21.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

21.3.4 the Recipient must prepare a minute of the decision in accordance with Article 59.1 to be approved at the next meeting of the Trustees.

CONFLICTS OF INTEREST

Declarations of interest

22. Unless Article 21 applies, a Trustee must declare the nature and extent of:

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

22.2 any duty or any direct or indirect interest which he or she has which may conflict with the interest of the Charity or his or her duties to the Charity.

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

Participation in decision-making

24. If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be decided by a majority decision of the other Trustees taking part in the decision-making process.
25. If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 25.1 the decision could result in the Trustee or any person Connected with him or her receiving a benefit other than:
- 25.1.1 any benefit received in his, her or its capacity as a beneficiary of the Charity and which is available generally to the beneficiaries of the Charity;
 - 25.1.2 the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.4.8;
 - 25.1.3 payment under the indemnity set out at Article 6; and
 - 25.1.4 reimbursement of expenses in accordance with 4.4.1; or
- 25.2 a majority of the other Trustees participating in the decision-making process decide to the contrary, in which case he or she must:
- 25.2.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - 25.2.2 not be counted in the quorum for that part of the meeting; and
 - 25.2.3 withdraw during the vote and have no vote on the matter.

Authorisation of conflicts

26. The other Trustees may exercise the powers in the Companies Acts to authorise a situation in which a Trustee has a conflict of interest or conflict of duties but this power cannot be used to enable a Trustee or person Connected with him or her to obtain a benefit which is not expressly permitted under these Articles.

Continuing Duties to the Charity

27. Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
- 27.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- 27.2 the Trustee shall not be accountable to the Charity for any benefit (other than one expressly prohibited by or under these Article) which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

28. **Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has 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.

29. **Validity of Trustee actions**

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

APPOINTMENT AND RETIREMENT OF TRUSTEES

30. **Number of Trustees**

There shall be at least three Trustees.

31. **Appointment of Trustees and retirement of Trustees by rotation**

- 31.1 The Board of Trustees, all of which shall be appointed by the members at the Annual General Meeting, shall comprise:

31.1.1 up to nine trustees elected by the members of the Charity and made up of at least one trustee representative from each of England, Scotland, Wales and Northern Ireland; and

31.1.2 up to six trustees nominated by the Trustees.

- 31.2 The officers of the Charity, namely the Chair, the Honorary Treasurer and up to four Vice Chairs shall be appointed by the Trustees following the Annual General Meeting.

- 31.3 The Trustees shall have the power to co-opt additional Trustees as is necessary from time to time to fill any vacancies in the Board of Trustees. These Trustees will retire at the next Annual General Meeting but may stand for election or be nominated by the trustees for reappointment by the members.

- 31.4 Every Trustee who is appointed by the members shall serve for three years and shall be eligible for reappointment for a further term, up to a maximum of six years continuous service as a Trustee.
- 31.5 No person other than a retiring Trustee shall be appointed or re-appointed a Trustee at any general meeting unless:
- 31.5.1 he or she is recommended by the Trustees; or
- 31.5.2 at least 10 but not more than 35 Clear Days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Charity's register of Trustees together with notice executed by that person of his or her willingness to be appointed or reappointed.
- 31.6 Any person who is willing to act as a Trustee, and would not be disqualified from acting under the provisions of Article 32, may be appointed to be a Trustee:
- 31.6.1 by ordinary resolution; or
- 31.6.2 by a decision of the Trustees,
- and each Trustee appointed shall serve for a period in accordance with clauses 31.3 and 31.4.
- 31.7 A trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until two years after his or her break from office.
- 31.8 No person may be appointed as a Trustee unless he or she has reached the age of 16 years.
- 31.9 At least five but not more than 28 Clear Days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person (other than a retiring Trustee) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him or her at the meeting for appointment or reappointment as a Trustee. The notice must give such information about the Trustee as the Trustees shall decide which would, if he or she were so appointed or reappointed, be required to be included in the Charity's register of Trustees.
- 31.10 A Trustee who retires at an annual general meeting and who is not reappointed or deemed to have been reappointed shall retain office until either:
- 31.10.1 the meeting appoints someone in his or her place; or
- 31.10.2 (if no one is appointed in his or her place) until the end of the meeting.
- 31.11 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

32. **Disqualification and removal of Trustee's appointment**

A trustee shall cease to hold office if:

- 32.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 32.2 that person is disqualified under the Charities Act 1993 from acting as a trustee of a charity;
- 32.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 32.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 32.5 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 32.6 notification is received by the Charity from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 32.7 the Trustee fails to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;
- 32.8 at a general meeting of the Charity, a resolution is passed that the Trustee be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views;
- 32.9 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Trustee being removed, being heard by or of making written representations to the Trustees.

PATRONS

33. **Patrons**

- 33.1 The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit.
- 33.2 Such patrons may be given the title of President or Vice President at the discretion of the Trustees.
- 33.3 A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

34. Becoming a member

- 34.1 The members of the Charity shall be such persons as are admitted to membership by the Trustees in accordance with the Articles.
- 34.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Charity unless:
- 34.2.1 that person has applied for membership in a manner approved by the Trustees;
and
- 34.2.2 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
- 34.3 A Member Organisation which is an unincorporated association shall be a member through the person of the chairman of its governing body from time to time and the rights of membership may be exercised by resolution of its governing body.
- 34.4 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.
- 34.5 The Trustees may at their discretion levy subscriptions on members of the Charity at such rate or rates as they shall decide.
- 34.6 The names of the members of the Charity must be entered in the register of members.

35. Termination of membership

- 35.1 Membership is not transferable.
- 35.2 A member shall cease to be a member:
- 35.2.1 if the member dies or, if it is an organisation, ceases to exist;
- 35.2.2 if the member, being an individual, has a bankruptcy order made against him or her, or has an order made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;
- 35.2.3 if the member, being a company or any other organisation, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up;
- 35.2.4 on the expiry of at least seven Clear Days' notice given by the member to the Charity of his, her or its intention to withdraw;

35.2.5 if any subscription or other sum payable by the member to the Charity is not paid on the due date and remains unpaid at the end of the period of six calendar months beginning with the due date. The Trustees may re-admit to membership any person who ceases to be a member on this ground on him, her or it paying such reasonable sum as the Trustees may determine;

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

36. **Categories of membership**

36.1 Subject to Article 36.2, the Trustees may establish such different categories of membership as they think fit. The Trustees may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.

36.2 The Trustees may not create different classes of members with different rights within the meaning of the Companies Acts.

37. **Associate members**

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

ORGANISATION OF GENERAL MEETINGS

38. **Annual general meetings**

The Charity must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. The annual general meeting shall be held at such time and place as the Trustees think fit and will be capable of being held virtually by video conference or call, in person or by a combination of both.

39. **Other general meetings**

39.1 The Trustees may call a general meeting at any time.

39.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

39.3 General meetings will have the ability to be held virtually by video conference or call, in person or by a combination of both.

40. **Length of notice**

All general meetings must be called by either:

40.1 at least 14 Clear Days' notice; or

40.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

41. **Contents of notice**

41.1 Every notice calling a general meeting must specify the place (whether virtually or in person, or a combination of both as agreed from time to time), day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.

41.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

41.3 In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a general meeting.

42. **Service of notice**

Notice of general meetings must be given to every member, to the Trustees, to any patron(s) and to the auditors of the Charity.

43. **Quorum for general meetings**

43.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

43.2 The quorum shall be nine persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly authorised representative of a member).

43.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

44. **Chairing general meetings**

44.1 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.

44.2 If neither the Chair nor any Trustee nominated in accordance with Article 44.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

44.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of the members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

45. **Attendance and speaking by Trustees, patrons and non-members**

45.1 Trustees may attend and speak at general meetings, whether or not they are members.

45.2 Patrons may attend and speak at general meetings, whether or not they are members.

45.3 The chair of the meeting may permit other persons who are not members of the Charity (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

46. **Adjournment**

46.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

46.1.1 the meeting consents to an adjournment; or

46.1.2 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.

46.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting by a majority of those members present.

46.3 When adjourning a general meeting, the chair of the meeting must:

46.3.1 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

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

46.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 Clear Days' notice of it:

46.4.1 to the same persons to whom notice of the Charity's general meetings is required to be given; and

46.4.2 containing the same information which such notice is required to contain.

- 46.5 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.

VOTING AT GENERAL MEETINGS

47. Voting

- 47.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

- 47.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

47.2.1 has or has not passed, or

47.2.2 passed with a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 59 is also conclusive evidence of that fact without such proof.

48. Votes

- 48.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member, an authorised representative of a Member Organisation or a proxy for a member) and entitled to vote shall have a maximum of one vote.

- 48.2 On a vote on a resolution on a poll at a meeting every member present (whether in person, an authorised representative of a Member Organisation or by proxy) and entitled to vote shall have one vote.

- 48.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have. In such circumstances, the resolution shall be withdrawn.

- 48.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Charity have been paid.

49. Errors and disputes

- 49.1 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.

- 49.2 Any such objection must be referred to the chair of the meeting whose decision is final.

50. Poll votes

- 50.1 A poll on a resolution may be demanded:

50.1.1 in advance of the general meeting where it is to be put to the vote; or

- 50.1.2 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.
- 50.2 A poll may be demanded by:
- 50.2.1 the chair of the meeting;
 - 50.2.2 the Trustees;
 - 50.2.3 two or more persons having the right to vote on the resolution;
 - 50.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or
 - 50.2.5 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.
- 50.3 A demand for a poll may be withdrawn if:
- 50.3.1 the poll has not yet been taken; and
 - 50.3.2 the chair of the meeting consents to the withdrawal.
- 50.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.
- 50.5 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.
- 50.6 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
- 50.7 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 50.8 A poll on:
- 50.8.1 the election of the chair of the meeting, or
 - 50.8.2 a question of adjournment,
- must be taken immediately.
- 50.9 Other polls must be taken within 30 days of their being demanded.
- 50.10 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 50.11 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 50.12 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

51. Proxies

- 51.1 A member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Charity. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.
- 51.2 Proxies may only validly be appointed by a notice in Writing (a “Proxy Notice”) which:
- 51.2.1 states the name and address of the member appointing the proxy;
 - 51.2.2 identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
 - 51.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine;
 - 51.2.4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.
- 51.3 The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 51.4 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.
- 51.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 51.5.1 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
 - 51.5.2 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.

52. Delivery of Proxy Notices

- 52.1 The Proxy Notification Address in relation to any general meeting is the registered office of the Charity or any other Address or Addresses specified by the Charity as an Address at which the Charity or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form.
- 52.2 If the Charity gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).
- 52.3 If the Charity gives an electronic Address:
- 52.3.1 in an instrument of proxy sent out by it in relation to the meeting; or
 - 52.3.2 in an invitation to appoint a proxy issued by it in relation to the meeting,

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the notice). In this Article [52.3], Documents relating to proxies include:

- 52.3.3 the appointment of a proxy in relation to a meeting;
 - 52.3.4 any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy; and
 - 52.3.5 notice of the termination of the authority of a proxy.
- 52.4 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting including an authorised representative of a Member Organisation remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.
- 52.5 Subject to Articles 52.6 and 52.7, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates.
- 52.6 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 52.7 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 52.7.1 received in accordance with Article 52.5, or
 - 52.7.2 given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded.
- 52.8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.
- 52.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 52.9.1 the start of the meeting or adjourned meeting to which it relates; or
 - 52.9.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.
- 52.10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by such written evidence of the authority of the person who executed it to execute it on the appointor's behalf as the Trustees may reasonably require.
- 52.11 Saturdays, Sundays and Bank Holidays (in England) are not counted when calculating the 48 hour and 24 hour periods in this Article 52.

53. Representation of Member Organisations at meetings

53.1 This Article applies to Member Organisations.

53.2 As set out in Article 51.1 and in the Acts, a Member Organisation may appoint a person as its proxy to exercise all or any of its rights to attend and to speak and vote at a meeting of the Charity.

53.3 Alternatively, a Member Organisation may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Charity. Evidence of the appointment of the representative must be provided in the form of:

53.3.1 an original or certified copy of the resolution of the directors or other governing body of the Member Organisation;

53.3.2 a letter confirming the appointment of the representative on the letterhead of the Member Organisation signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or

53.3.3 such other form as the Trustees may reasonably require.

54. Amendments to resolutions

54.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

54.1.1 notice of the proposed amendment is given to the Charity 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 chair of the meeting may determine); and

54.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

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

54.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

54.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

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

WRITTEN RESOLUTIONS

55. Written resolutions

55.1 The members may pass written resolutions in accordance with the Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

56. Communications by the Charity methods of communication

56.1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in Hard Copy Form, in Electronic Form or (in the case of communications by the Charity) by making it available on a website, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if:

56.1.1 the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner; or

56.1.2 if the recipient is deemed to have so agreed in accordance with the Companies Acts;

and has not revoked that agreement.

Deemed Delivery

56.2 A member present in person or by proxy or as an authorised representative of a Member Organisation at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

56.3 Where any Document or information is sent or supplied by the Charity to the members:

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

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

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

(a) when the material was first made available on the website; or

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

56.4 Subject to the Companies Acts a Trustee or any other person may agree with the Charity that notices or Documents sent to that Trustee in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed Delivery

56.5 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:

56.5.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;

56.5.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

56.5.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

56.6 Copies of the Charity's annual accounts and reports, and notices of general meetings, need not be sent to a person for whom the Charity does not have a current Address.

56.7 A member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom shall not be entitled to receive any notice from the Charity.

57. Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

57.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

57.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

58. Irregularities

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

59. **Minutes**

59.1 The Trustees must cause minutes to be made in books kept for the purpose:

59.1.1 of all appointments of officers made by the Trustees;

59.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

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

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

60. **Records and accounts**

60.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 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:

60.1.1 annual reports;

60.1.2 annual returns; and

60.1.3 annual statements of account.

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

61. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

62. **Winding up**

62.1 If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity (except to a member that is itself an institution chosen to benefit under this Article 62) but must be applied or transferred in accordance with this Article 62.

62.2 At any time before, and in expectation of, the winding up or dissolution of the Charity, the members of the Charity may resolve that any remaining property shall on or before the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

62.2.1 directly for the objects of the Charity; or

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

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.

62.3 Subject to any resolution of the members under Article 62.2, at any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any remaining property shall on or before the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

62.3.1 directly for the objects of the Charity; or

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

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.

62.4 If no resolution is passed in accordance with Articles 62.2 or 62.3 the remaining property shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Articles”	the Charity’s articles of association;
1.3 “Chair”	has the meaning given in Article 9;
1.4 “Charity”	The British Association for Early Childhood Education;
1.5 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7 “Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.8 “Connected”	In relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee and from which he or she derives

benefits in money or money's worth (other than by virtue only of being shareholder in a company holding no more than 1% of the share capital of that company;

- 1.9 **“Document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.10 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.11 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.12 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.13 **“Member Organisation”** means a member of the Charity which is a corporation or an organisation which, not being a corporation, is treated as a member of the Charity by virtue of Article 34.3;
- 1.14 **“Proxy Notice”** has the meaning given in Article 51;
- 1.15 **“Proxy Notification Address”** has the meaning given in Article 52;
- 1.16 **“Secretary”** the secretary of the Charity (if any);
- 1.17 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.18 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 1.19 **“Writing”** 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.
2. Throughout these Articles a ‘charitable purpose’ is a purpose that is regarded as charitable in the laws of every part of the United Kingdom and the term ‘charitable’ is to be interpreted in accordance with the laws of every part of the United Kingdom.
3. Subject to clause 4 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in clause 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.