**Companies Act 2006**

**Company limited by guarantee**

**ARTICLES OF ASSOCIATION**

**of**

**DISABILITY RIGHTS UK**

# **Objects**

## The Objects of the Charity are for the public benefit:

(1) to promote disabled people’s independent living and their social inclusion by preventing them from being socially excluded or by assisting them to participate as equal citizens in society;

(2) to promote the equality and diversity of disabled people and their access to appropriate support; and

(3) to prevent or relieve the poverty or financial hardship of disabled people, and to meet their needs.

This Article 1.1 may be amended by special resolution but only with the prior written consent of the Commission.

## Unless the context indicates another meaning, the words printed in italics in the Articles shall have the following meanings:

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

‘**Appointed Trustee**’ means a Trustee appointed by the DR UK Board in accordance with Article 3;

‘**the Articles’** means these Articles of Association and ‘Article’ refers to a particular Article of these Articles of Association;

‘**Chair’** means the Chair of the Trustees;

‘**the Charities Act**’ means the Charities Acts 1992 to 2006;

‘**the Charity**’ means the company governed by the Articles;

'**Charity Protocol**' means the set of policies and procedures of the Charity established and amended by the DR UK Board from time to time for the good governance of the Charity;

‘**charity trustee**’ has the meaning prescribed by the Charities Act;

‘**clear day**’ does not include the day on which notice is given or the day of the meeting or other event;

‘**the Commission**’ means the Charity Commission for England and Wales or any body which replaces it;

‘**the Companies Act**’ means the Companies Act 2006; ‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘**Connected Person**’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘**constitution**’ means the Memorandum and the Articles and any special resolutions relating to them;

‘**custodian**’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘**DA**’ the formerly registered charity Disability Alliance Educational and Research Association Limited;

‘**Disabled Members**’ has the meaning set out in Article 9;

'**disabled people**' includes any person with lived experience of disability or health conditions through having a long term or fluctuating physical or mental impairment which is capable of having a substantial and adverse effect on his or her ability to carry out normal day-to-day activities, and 'disabled person' shall have the corresponding meaning;

**‘Disabled People’s Organisation’** means an organisation meeting the following criteria:

1. Its constitution requires that its board comprises not less than 75% disabled people;
2. Where it has disabled members (whether individuals or organizations) who between them control at least 75% of its voting rights; and
3. It has signed a declaration confirming its or their agreement to support and act in accordance with the mission and values of the Charity.
4. Transitional Arrangements Existing member organizations defined as disabled people’s organizations but having a board comprising of between 51% and 75% disabled people shall be eligible for full membership until September 2016

‘**DR UK**’ means Disability Rights UK;

‘**electronic means**’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘**financial expert**’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘**financial year**’ means the Charity’s financial year; ‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘**general meeting**’ means meeting of the Charity

'**independent living**' means that disabled people have self-determination, control, choice and equal access to economic, social and cultural life and can participate as citizens on an equal basis;

‘**material benefit**’ means a benefit, direct or indirect, which may not be financial but has a monetary value; ‘Member’ and ‘Membership’ refer to membership of the Charity and shall include Disabled Members and Non-disabled Members;

‘**Memorandum**’ means the Charity’s Memorandum of Association;

‘**month**’ means calendar month;

‘**NCIL**’ means the formerly registered charity National Centre for Independent Living;

‘**nominee company**’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another; ‘Non-disabled Member’ has the meaning set out in Article 9;

‘**Not-for-profit Organisations**’ means Organisations that reinvest their surpluses, rather than distributing them; comprising charities, voluntary organisations, cooperatives, community interest companies and other forms of social enterprises;

‘**the Objects**’ means the Objects of the Charity as defined in Article 1;

‘**ordinary resolution**’ means a resolution of which at least 14 days written notice has been given and which has been agreed by a simple majority of the Members or Trustees present and voting at a DR UK Board meeting or general meeting (as applicable) or in the case of a written resolution by Members who together hold a simple majority of the voting power;

‘**Organisation**’ means a company, corporate body, institution or association (whether incorporated or unincorporated) and includes, for the avoidance of doubt, Disabled People’s Organisations, Not-for-profit Organisations and Other Organisations;

‘**Other Organisations**’ means public and commercial sector organisations;

‘**Radar**’ means the formerly registered charity The Royal Association for Disability Rights;

‘**resolution in writing**’ means a written resolution of the Trustees;

‘**Secretary**’ means the company secretary of the Charity;

'**socially excluded**' means being excluded from society, or parts of society;

‘**special resolution**’ means a resolution of which at least 28 days’ written notice has been given and which has been agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

‘**taxable trading**’ means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

‘**Trustee**’ means a director of the Charity to be made up of Appointed Trustees and Elected Trustees;

‘**written**’ or ‘**in writing**’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘**written resolution**’ refers to an ordinary or a special resolution which is in writing; and

‘**year**’ means calendar year.

## Expressions not otherwise defined which are defined in the Companies Act have the meaning set out in the Companies Act.

## References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

# **Powers**

2.1 to provide and publish information and advice;

2.2 to provide services;

2.3 to provide training;

2.4 to carry out research;

2.5 to campaign and/or influence policy on issues relating to the objects of the Charity and any other issues relating to the lives of disabled people;

## to assist the dependants of disabled people;

## to assist the partners, families and carers of, and others associated with, disabled people in supporting them;

## to co-operate with other bodies;

## to support, administer or set up other charities;

## to accept gifts and to raise funds (but not by means of taxable trading);

## to borrow money;

## to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

## to acquire or hire property of any kind;

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

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

## to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);

## to delegate the management of investments to a financial expert, but only on terms that:

(1) the investment policy is set down in writing for the financial expert by the Trustees;

(2) timely reports of all transactions are provided to the Trustees;

(3) the performance of the investments is reviewed regularly with the Trustees;

(4) the Trustees are entitled to cancel the delegation arrangement at any time;

(5) the investment policy and the delegation arrangement are reviewed at least once a year;

(6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

(7) the financial expert must not do anything outside the powers of the Charity;

## to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;

## to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;

## to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

## subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;

## to enter into contracts to provide services to or on behalf of other bodies;

## to establish or acquire subsidiary companies;

## to provide liability insurance for the Trustees;

## to do anything else within the law which promotes or helps to promote the Objects;

## Nothing in the Articles shall authorise any application of the property of the charity for purposes that are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

# **The Trustees**

## The Trustees as charity trustees have control of the Charity and its property and funds and shall, for the purposes of the Articles, be collectively known as the “**DR UK Board**”.

## The minimum number of Trustees shall be six and the maximum number shall be sixteen unless otherwise determined by an ordinary resolution of the Members of the Charity.

## All Trustees shall be individuals over the age of 16 and shall comply with the Charity Protocol or other policies laid down from time to time by the DR UK Board.

## No fewer than 75% of the Trustees at any time (rounded up to the nearest whole number) shall be a disabled person.

## No fewer than 75% of the Trustees at any time (rounded up to the nearest whole number) shall be elected (or removed or replaced) by the Members at an AGM (each an “Elected Trustee”)

## Not more than 25% of the Trustees (rounded down to the nearest whole number) shall be appointed (or removed or replaced) from time to time by a majority of the Trustees of the DR UK Board entitled to vote on such appointment, removal or replacement (each an “**Appointed Trustee**”). An Appointed Trustee appointed or removed pursuant to this Article 3 shall be appointed or removed (as the case may be) immediately following receipt by the Secretary at the Charity’s registered office of a written notice executed by or on behalf of the DR UK Board. Any Trustee so appointed shall comply with the Charity protocol or other policies in force from time to time and shall have provided a written declaration, signed by the prospective Trustee, of his/her willingness to act as a charity trustee of the Charity. In addition, the Trustees shall fully participate in such performance appraisals as the DR UK Board shall stipulate, or as required in the Charity protocol or in other policies in force from time to time.

## Trustees, including any Trustee who serves as Chair, may serve in office for a maximum of two consecutive terms of three years then they are required to stand down, save that:

### in exceptional circumstances, a Trustee who has served two terms in office may be reappointed for one further year by the Board;

### at the end of those terms of office and subsequent year(s), the period of office may be extended by the same procedure if, and only if, the exceptional circumstances continue to apply; and

### provided that under no circumstances shall any Trustee serve in office for longer than eight consecutive years. After serving in office for eight consecutive years, a Trustee shall not be eligible to stand for re-election until he or she has been out of office for at least three years.

## Subject to Article 3.10, a Trustee’s term of office shall automatically terminate if he/she:

(1) is removed by the DR UK Board, in the case of an Appointed Trustee only; or

(2) is removed by an ordinary resolution of the Members at an AGM, in case of any Elected Trustee; or

(3) is disqualified under the Charities Act from acting as a charity trustee; or

(4) is incapable, whether mentally or physically, of managing his/her own affairs; or

(5) resigns by written notice to the Charity (but only if at least two Trustees will remain in office); or

(6) is removed by the Members following the procedure laid down in section 168 of the CA 2006.

(7) is absent for more than three consecutive Board meetings without good reason.

## No Trustee shall be entitled to appoint any person as an alternate Trustee.

## A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the DR UK Board.

## If a Trustee becomes mentally or physically incapable of managing their own affairs, the other Trustees will seek to arrange the support required to enable the Trustee to continue to participate actively in the meetings. If, despite this support, in the opinion of a majority of the DR UK Board the Trustee has no reasonable prospect of being able to further participate in the affairs of the Charity, then the DR UK Board may by a resolution passed by a majority of the remaining Trustees remove such Trustee as a Trustee immediately upon notice.

# **Trustees’ proceedings**

## The Trustees must hold at least two meetings each year.

## A quorum at a meeting of the Trustees is five Trustees.

## A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

## The Chair of the Board;

### may serve in office for a maximum of two consecutive terms of three years unless limited or extended by Article 3.7.

### will normally be chosen by the board through an open, publically advertised recruitment process.

### will be a disabled person.

## At an AGM the Members shall have the right to approve the proposed Chair nominated by the DR UK board prior to the AGM, for an initial term of three years, or for an existing Chair a second term. The Members shall vote on such proposed Chair. The same approval will be sought for extensions under article 3.7

## Upon appointment, the Chair shall (if not already a Trustee) automatically become a Trustee.

## The Chair shall preside at every meeting of the Trustees unless absent or unable or unwilling to do so, in which case another Trustee chosen by the Trustees present shall preside at the meeting.

## Any issue discussed at a meeting of the DR UK Board may be determined by a simple majority of the votes cast, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting of the DR UK Board. For this purpose, the resolution may be contained in more than one document.

## Every Trustee has one vote on each issue.

## The Chair shall have the casting vote, if required.

## A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## If the Members at an AGM do not approve the appointment of the proposed Chair, the DR UK Board shall as soon as practicable thereafter appoint an interim Chair, being a Trustee, until the next AGM.

# **Trustees’ powers**

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

## The Trustees may appoint any person who is willing to act as Secretary of the Charity on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit, and from time to time remove such person and, if the Trustees determine, appoint a replacement Secretary of the Charity in each case by decision of the Trustees. The Secretary may be a Trustee but any Trustee who is appointed as Secretary may not receive any remuneration for acting as such.

## To appoint (and remove) an interim Chair, a Treasurer and other honorary officers from among their number.

## To delegate any of their powers or functions to the Chair or to any executive officer, subject to any conditions specified by the Trustees.

## To delegate any of their powers or functions to committees consisting of two or more individuals appointed by them, subject to any conditions specified by the Trustees. At least two members of every committee must be a Trustee and all proceedings of committees must be reported promptly to the DR UK Board. The scope, membership and remit of such committees must be agreed in advance by the DR UK Board from time to time.

## To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at AGMs.

## To make rules, including a Charity Protocol, consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.

## To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).

## To establish procedures to assist the resolution of disputes or differences within the Charity.

## To exercise any powers of the Charity which are not reserved to the Members.

# **Benefits and Conflicts**

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

(1) Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and, Subject to compliance with Article 6.4:

(2) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

(3) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

(4) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries of the Charity.

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

(1) as mentioned in Articles 6.1 or 6.3;

(2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

(3) the benefit of indemnity insurance as permitted by the Charities Act;

(4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings); and

(5) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and, where required by the Companies Act, the approval or affirmation of the Members).

## No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

(1) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

(2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and

(3) no more than half of the Trustees are subject to such a contract in any financial year.

## Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

(1) declare the nature and extent of his or her interest before discussion begins on the matter;

(2) withdraw from the meeting for that item after providing any information requested by the Trustees;

(3) not be counted in the quorum for that part of the meeting; and

(4) be absent during the vote and have no vote on the matter.

## When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

(1) continue to participate in discussions leading to the making of a decision and/or to vote, or

(2) disclose to a third party information confidential to the Charity, or

(3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or

(4) refrain from taking any step required to remove the conflict.

## This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

# **Records and Accounts**

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

(1) annual returns;

(2) annual reports; and

(3) annual statements of account.

## The Trustees must also keep records of:

(1) all proceedings at meetings of the Trustees and the Charity;

(2) all resolutions in writing;

(3) all reports of committees; and

(4) all professional advice obtained.

## Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

## A copy of the Charity’s constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity’s reasonable costs.

# **Membership**

## The Charity has two classes of Member:

(1) Disabled members (including disabled individuals and Disabled People's Organisations); and

(2) Other members (including individuals, Not-for-profit Organisations and Other Organisations (‘Non-disabled Members’)).

## All members, individual and organisational, on admission to membership formally agree to:

a) support the Charity’s vision

b) support the Charity’s objects

c) undertake to promote and act in accordance with the best interests of the Charity;

and, in all cases, are accepted as members by the DR UK Board.

## All members, individual and organisational, must sign a declaration confirming their agreement to support and act in accordance with the vision, objects and best interests of the Charity.

## All applications for Membership must be approved by a person appointed by the Trustees for that purpose. Any applications that may pose a reputational risk to the Charity, or otherwise may be controversial, or where there is any dispute over the class of Member as set out in clause 8.1 must be approved by the Board. The Board may refuse membership if it considers the aims or conduct of the prospective Member are contrary to the best interests of the Charity.

## The DR UK Board may suspend and/or remove any such Member from the Charity which it considers is not acting in the best interests of the Charity, in accordance with Article 8.

## Membership is not transferable.

## The Charity must maintain a register of Members.

## (1) A Member being an Organisation may appoint any individual it considers appropriate to act as its authorised representative at a general meeting of the Charity. Any such appointment shall be made, or may be revoked, by written notice to a Trustee or employee in accordance with Article 13.3.

(2) The representative will be entitled to exercise all rights to attend, speak and vote at any general meeting and to sign any written resolution pursuant to Article 9.8, on behalf of the Member.

(3) The Charity shall not be required to consider whether the representative has been properly appointed by the Member.

# **General Meetings**

## Members are entitled to attend general meetings in person or, in the case of organisations, through their authorised representatives. Members who are unable to attend a general meeting may instruct another member who is attending or the chair to act as their proxy. In such circumstances the Member should instruct their proxy of their vote or discretion to act on their behalf.  Proxy votes will count towards quorum.

## General meetings shall be called on at least 14 days written notice indicating the business to be discussed or, if a special resolution is to be proposed, at least 28 clear days’ written notice setting out the terms of the proposed resolution, provided always that a general meeting may be called by shorter notice if it is so agreed by not less than 75% of the Members (rounded up to the nearest whole number), having the right to attend and vote.

## There is a quorum at a general meeting if the number of Members or their authorised representative(s) (as applicable) present at such meetings either in person or by proxy, is at least the lower of (a) 25 Members and (b) 10% of the number of Members (rounded up to the nearest whole number) entitled to attend and vote at such general meeting.

## The Chair of the Trustees shall be the Chair of a general meeting or (if the Chair is absent or unable or unwilling to so act) some other Trustee chosen by the Members present shall preside at the meeting.

## Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.

## The following shall govern which Members are entitled to propose and vote on motions at general meetings:

### Not-for-profit Organisations and Disabled Members only shall be able to propose motions at general meetings, in all cases in accordance with the Charity Protocol;

### Disabled Members only shall be able to:

#### Vote on motions at general meetings;

#### Elect Elected Trustees; and

#### Vote on the appointment of the Chair, accountants and auditors at general meetings.

### Disabled Members shall have the following votes:

1. Individuals – one vote;

#### Disabled People’s Organisations with fewer than 100 members - 5 votes; and

#### Disabled People’s Organisations with 100 or more members - 10 votes.

## For the avoidance of doubt, Non-disabled Members shall have no right to vote in respect of matters to be decided by the Disabled Members.

## Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) signed by Members or their authorised representatives of a Member 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.

## Eligible Members must annually at the AGM:

(1) receive the accounts of the Charity for the previous financial year;

(2) receive a written report on the Charity’s activities; and

(3) be informed of the retirement of those Trustees who wish to retire.

## Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

## The Members may also appoint (and remove) any person or persons as a patron of the Charity and on such terms as a majority of the Members shall think fit. A person so appointed shall not be a Member or Trustee but shall have the right to attend and speak (but not vote) at any general meeting of the Charity and to be given notice of it as if a Member and shall also have the right to receive accounts of the Charity when available to Members.

## A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from the lower of (a) 25 Members and (b) 10% of the Membership.

## A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or by a written resolution.

# **Termination of Membership**

## Membership status is terminated if:

(1) the Member being an Organisation ceases to exist;

(2) the Member being an individual dies;

(3) the Member resigns by written notice to the Charity unless there would be fewer than two Members after the resignation;

(4) any sum due from the Member to the Charity is not paid in full within six months of it falling due;

(5) the Member is removed from Membership by an ordinary resolution of the Charity in general meeting that it is in the best interests of the Charity that its Membership is terminated. A resolution to remove a Member from Membership may only be passed if:

### the Member has been given at least twenty-one days’ notice in writing of the general meeting of the Charity at which the resolution will be proposed and the reasons why it is to be proposed; and

### the Member’s representative has been allowed to make representations to the meeting.

(6) The Trustees resolve to revoke the Membership status of an Organisation or individual.

## If the DR UK Board considers that a Member is not acting in the best interests of the Charity, it may suspend that Member from the Membership. The decision to remove the Member will be considered by the Members at the next general meeting or AGM following such suspension and the Membership of such Member may be reinstated by ordinary resolution.

# **Limited Liability**

The liability of Members is limited.

# **Guarantee**

Every Member promises, if the Charity is dissolved while it remains a Member or within one year after it ceases to be a member, to pay up to £1 towards:

(1) payment of those debts and liabilities of the Charity incurred before it ceased to be a Member;

(2) payment of the costs, charges and expenses of winding up; and

(3) the adjustment of rights of contributors among themselves.

# **Communications**

## Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

(1) by hand; or

(2) by post; or

(3) by suitable electronic means.

## The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

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

(1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;

(2) two clear days after being sent by first class post to that address;

(3) three clear days after being sent by second class or overseas post to that address;

(4) immediately on being handed to the recipient personally; or, if earlier,

(5) as soon as the recipient acknowledges actual receipt.

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

# **Dissolution**

## If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

(1) to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

(2) directly for the Objects or for charitable purposes which are within or similar to the Objects;

(3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

14.2 A final report and statement of account must be sent to the Commission.

## This provision may be amended by special resolution but only with the prior written consent of the Commission.