
**Articles of Association
of
Marine Stewardship Council**

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The Companies Act 2006

Private company limited by guarantee

Articles of Association

of

Marine Stewardship Council

(Adopted by special resolution passed on 14 March 2024)

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Annual General Board Meeting: a meeting of the Trustees held in each calendar year (not more than 15 months from the Annual General Board Meeting in the last calendar year) at which the Trustees conduct the following business:

- (a) the appointment and retirement of Trustees; and
- (b) the consideration of the accounts and annual reports;
- (c) such other business of the Trustees that the Trustees shall determine shall be conducted at an Annual General Board Meeting.

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

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

Chair: means the chair of the Charity as selected in accordance with article 21;

Charities Act: means the Charities Act 2011;

Charity: means the Marine Stewardship Council, which is a charitable company regulated by the Articles;

Charity Commission: means the Charity Commission for England and Wales or a successor body;

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

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

Conflict of Interest: means any Interest of a Trustee (or a Connected Person) that conflicts, or may conflict, with the interests of the Charity;

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

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee or any person who is financially dependent on a Trustee; or
- (b) the spouse or civil partner of any person in (a); or

- (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

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

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

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

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

Interest: means any direct and indirect interest of a Trustee or Connected Person (and includes an interest a Trustee or Connected Person may have as a consequence of any duty that they owe to any other person or organisation) and where a Trustee or any Connected Person has any such interest in any matter or situation or transaction or arrangement the Trustee or Connected Person is interested in it;

Interim Chair: a person appointed to act as Chair for an interim period (to be determined by the Trustees) pending the appointment of a Chair;

Member: means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

Objects: means the objects of the Charity as stated in article 3;

Secretary: means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity;

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

Subsidiary Company: means any company in which the Charity holds:

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

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

United Kingdom: means Great Britain and Northern Ireland; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Charity.

2. **LIABILITY OF MEMBERS**

- 2.1 The liability of each Member is limited to £1 (one pound sterling), being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:
- 2.1.1 payment of the Charity's debts and liabilities contracted before they cease to be a Member,
 - 2.1.2 payment of the costs, charges and expenses of the winding up; and
 - 2.1.3 adjustment of the rights of the contributories among themselves.

3. **OBJECTS**

- 3.1 The Charity's objects are to conserve the marine and freshwater environments for the benefit of the public, and to advance public education in the principles and practice of conservation, particularly, but not exclusively by:
- 3.1.1 conserving marine and freshwater fish populations and the environment on which they depend;
 - 3.1.2 promoting for the public benefit effective management of fisheries and, ensuring the sustainability of global fish stocks and the health of the aquatic ecosystems generally; and
 - 3.1.3 establishing and promoting the application of a broad set of principles, standards and criteria for sustainable fishing.

(together the "Objects")

- 3.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with any statutory provision regarding

the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom.

3.3 This article 3 may not be amended without the consent of the Charity Commission.

4. **POWERS**

The Charity has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular the Charity has power:

- 4.1.1 to develop, provide and operate educational and conservation programmes;
- 4.1.2 to develop, provide and operate assessment programmes and schemes;
- 4.1.3 to establish advisory groups;
- 4.1.4 to raise funds;
- 4.1.5 to trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- 4.1.6 to make grants, awards or donations;
- 4.1.7 to buy, take on, lease or in exchange, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and to maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 4.1.8 to sell, let, licence, mortgage or otherwise dispose of all or any part of the property belonging to the Charity (but only in accordance with restrictions imposed by the Charities Act 2011);
- 4.1.9 to borrow money (including entering into derivative arrangements relating to that borrowing, provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture);
- 4.1.10 to give security for loans, grants and other obligations over the assets of the Charity, including charging the whole or any part of the property belonging to the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.11 to co-operate and enter into collaborations and partnerships with charitable and non-charitable bodies and to exchange information and advice with them;
- 4.1.12 to acquire, merge with or enter into any partnership or joint venture arrangement with any other body;
- 4.1.13 to establish, support or acquire subsidiary companies;
- 4.1.14 to support, administer or set up charities and to establish and act as trustee of any charitable funds, endowment or trusts;
- 4.1.15 to raise funds and to solicit and accept grants, donations, endowments, gifts, legacies and bequest of assets on any terms;
- 4.1.16 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4.1.17 to set aside funds for special purposes or as a reserve against future expenditure, but only in accordance with a written policy on reserves;

- 4.1.18 to open and operate bank accounts and banking facilities;
- 4.1.19 subject to article 6, to employ and remunerate such staff as are necessary for carrying out the work of the Charity and make reasonable provision for the payment of pensions for employees and their dependents;
- 4.1.20 to:
 - (a) deposit or invest funds;
 - (b) employ a professional fund-manager; and
 - (c) arrange for the investments or other property of the Charity to be held in the name of a nominee;
- 4.1.21 to enter into derivative arrangements in connection with any investment, provided that the derivative arrangement is ancillary to the investment and being entered into in order to manage the risk and/or transaction costs associated with such investment, and is not a speculative venture;
- 4.1.22 to delegate the management of investments to any person provided that:
 - (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - (b) the investment policy is set out in writing by the Trustees;
 - (c) all transactions are reported promptly and regularly to the Trustees;
 - (d) the performance of the investment is reviewed regularly with the Trustees;
 - (e) the delegation arrangements can be cancelled by the Trustees at any time;
 - (f) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (g) all payments due to the delegate are on a scale or at a level which is agreed in advance and notified promptly to the Trustees on receipt by the delegate;
 - (h) the delegate must not do anything outside the powers of the Charity.
- 4.1.23 to take out such insurance policies as are necessary to protect the Charity;
- 4.1.24 to provide indemnity insurance for the Trustees in accordance with, and subject to, the conditions in section 189 of the Charities Act 2011;
- 4.1.25 to pay out of the funds of the Charity the costs of forming and registering the company both as a charity and as a company.

5. APPLICATION OF INCOME AND PROPERTY

- 5.1 The income and property of the Charity shall only be applied to promote the Objects.
- 5.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:

- 5.2.1 a benefit to any Member in the capacity of a beneficiary of the Charity;
- 5.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 6 applies if such a Member is a Trustee;
- 5.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate;
- 5.2.4 reasonable and proper rent for premises demised or let by a Member to the Charity; and
- 5.2.5 any payment to a Member who is also a Trustee which is permitted under article 6.

5.3 This article 5 may not be amended without the consent of the Charity Commission.

6. **BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS**

6.1 A Trustee:

- 6.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
- 6.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
- 6.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in article 33;
- 6.1.4 may benefit in the case of a payment to a company in which the Trustee has no more than a 2% shareholding;
- 6.1.5 may not receive any other benefit or payment from the Charity unless it is authorised by this article 6.

6.2 Unless the benefit or payment is permitted under article 6.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- 6.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- 6.2.2 sell goods, services, or any interest in land to the Charity;
- 6.2.3 be employed by, or receive any remuneration from the Charity; or
- 6.2.4 receive any other financial benefit from the Charity.

6.3 A Trustee or a Connected Person may:

- 6.3.1 receive a Benefit from the Charity in the capacity of a beneficiary of the Charity;
- 6.3.2 receive a Benefit in respect of the provision of goods or services in accordance with article 6.4;
- 6.3.3 receive reasonable remuneration for services undertaken in the administration of the Charity, provided that a Trustee withdraws from any meeting whilst their remuneration is being discussed;

- 6.3.4 receive a reasonable and proper rent or hiring fee for premises demised, let or hired to the Charity;
 - 6.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;
 - 6.3.6 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public; and
 - 6.3.7 receive or retain any other Benefit for which prior written authorisation has been obtained from the Commission.
- 6.4 Any Trustee or a Connected Person may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:
- 6.4.1 the goods or services are actually required by the Charity;
 - 6.4.2 the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services supplied;
 - 6.4.3 the Trustee has declared their interest in accordance with article 7 and Trustees have complied with the procedures in article 8.2;
 - 6.4.4 the total number of Trustees who are subject to or affected by such a contract in any financial year constitute a minority of the Trustees in office at the time; and
 - 6.4.5 the services supplied are not services supplied by the Trustee in their capacity as a Trustee.
- 6.5 A Trustee shall not receive any Benefit from a Subsidiary Company except in accordance with this article 6, which shall apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were references to the articles of association of the Subsidiary Company.
- 6.6 This article 6 may not be amended without the consent of the Commission.

7. DECLARATION OF TRUSTEES' INTERESTS

- 7.1 Trustees must declare the nature and extent of any Interest which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 7.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 7.3 The Charity shall maintain a register of all Trustees' Interests.
- 7.4 Trustees are required to comply with any Charity's conflict of interest policy adopted by the Trustees at all times.

8. CONFLICTS OF INTERESTS

- 8.1 Trustees have a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which they have, or could have, a Conflict of Interest. This duty shall not apply to any situation or matter or any transaction or arrangements which is mentioned in article 6.1 of these Articles.
- 8.2 Whenever a matter is to be discussed at a meeting and a Trustee has a Conflict of Interest in respect of that matter then, subject to article 8.3, they must:

- 8.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
 - 8.2.2 not be counted in the quorum for that part of the meeting; and
 - 8.2.3 withdraw during the vote and have no vote on the matter.
- 8.3 The Trustees have the power to authorise a Trustee to be in a position of Conflict of Interest provided:
- 8.3.1 the Conflict of Interest will not confer a benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by article 6 of these Articles;
 - 8.3.2 the Trustees act in the best interests of the Charity;
 - 8.3.3 the Trustee who is the subject of the Conflict of Interest complies with Article 8.2 in relation to the discussion and vote on any decision to authorise the Conflict of Interest:
 - 8.3.4 the Trustees not subject to a Conflict of Interest consider the manner in which the Conflict of Interest should be dealt with and, in particular, (and subject always to their right to vary or terminate the authorisation) determine whether or not the Trustee subject to a Conflict of Interest should:
 - (a) withdraw from that part of the meeting at which the relevant transaction, arrangement situation or matter is to be discussed;
 - (b) be excluded from the receipt of information relevant to the transaction, arrangement situation or matter;
 - (c) not be counted in the quorum for that part of the meeting during which the relevant transaction, arrangement situation or matter is to be discussed;
 - (d) withdraw during the vote and have no vote on the relevant transaction, arrangement situation or matter,

and, for the avoidance of doubt the Trustees may decide that a Trustee subject to Conflict of Interest can participate in a vote on the matter, be counted in the quorum and vote.

9. MEMBERS

- 9.1 The Trustees from time to time shall be the only Members of the Charity and no person shall be admitted as a Member other than a Trustee. A Trustee shall become a Member on becoming a Trustee and shall cease to be a Member immediately on ceasing to be a Trustee.
- 9.2 The Charity shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 9.3 Membership is not transferable.

10. GENERAL MEETINGS OF MEMBERS

- 10.1 The Trustees may call a general meeting of the Members at any time and a general meeting must be called in accordance with the Act within 21 days of a written request from the Members made in accordance with the Act.
- 10.2 General meetings (including annual general meetings) shall be called on a minimum of 14 clear days' notice and may be called by shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at the meeting being a majority who together hold not less than 90% of the total voting rights. Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.
- 10.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is three Members who are present in person or by proxy and who are entitled to vote on the business to be conducted at the meeting.
- 10.4 A Member is entitled to appoint another person as their proxy, in accordance with the Act, to exercise all or any of their rights to attend and to speak and vote at a meeting of the Charity.
- 10.5 The Chair shall chair general meetings (including annual general meetings) of the Charity or, if they are absent, the vice-chair of Trustees shall act as chair. If neither the Chair nor the vice-chair of Trustees is present within ten (10) minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
- 10.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 10.7 On a show of hands or on a poll, every Member shall have one vote.
- 10.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 10.9 Unless a poll is demanded, the declaration of the Chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

11. WRITTEN RESOLUTIONS

- 11.1 Subject to article 11.4, a written resolution of the Members passed in accordance with this article 11 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
 - 11.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 11.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 11.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

- 11.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 11.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 11.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 11.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 11.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
- 11.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 11.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 11.8 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 11.9 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 11.10 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
- 11.11 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

12. **TRUSTEES**

- 12.1 The number of Trustees shall be not more than 9 (nine) and not be less than 5 (five).
- 12.2 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

13. POWERS OF TRUSTEES

- 13.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 13.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.
- 13.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

14. APPOINTMENT OF TRUSTEES

- 14.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so and not disqualified under article 16, may be appointed to be a Trustee by resolution of the board of Trustees at any time.
- 14.2 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.
- 14.3 A Trustee's term of office, including the Chair, shall commence immediately after the resolution of the board of Trustees confirming their appointment unless the resolution states a later date.

15. RETIREMENT OF TRUSTEES

- 15.1 Trustees, including the Chair, shall retire at the first Annual General Board Meeting of Trustees that takes place after they have completed three (3) years in office. This period shall be one (1) term of office.
- 15.2 Subject to articles 15.3 and **Error! Reference source not found.**, at each Annual General Board Meeting of Trustees those Trustees who have completed a term of office shall retire, but may stand for re-appointment if they have only served one (1) term of office.
- 15.3 Subject to article **Error! Reference source not found.**, no Trustee shall serve for more than two (2) consecutive terms, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period for a maximum additional period of twelve (12) months and that Trustee is re-appointed in accordance with the Articles.
- 15.4 Notwithstanding article 15.3, the Chair may serve up to three (3) consecutive terms while holding office as Chair. Following the completion of three (3) consecutive terms of office, the board of Trustees may re-appoint the Chair for an exceptional, additional period of twelve (12) months in accordance with this article **Error! Reference source not found.** if they consider it would be in the best interests of the Charity.
- 15.5 For the avoidance of doubt, article **Error! Reference source not found.** shall not apply to a Trustee holding office as Interim Chair.
- 15.6 A Trustee who has served the maximum terms of office under article 15.3 or **Error! Reference source not found.** will be eligible to seek re-appointment after a period of not less than one (1) year has elapsed following the end of their term.

- 15.7 If a Trustee is required by the Articles to retire at an Annual General Board meeting the retirement shall take effect on the conclusion of the meeting.

16. DISQUALIFICATION AND REMOVAL OF TRUSTEES

A Trustee shall cease to hold office if they:

- 16.1.1 die;
- 16.1.2 are removed by ordinary resolution of the Charity pursuant to the Act;
- 16.1.3 cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Trustee;
- 16.1.4 are disqualified from acting as a charity trustee by virtue of the Charities Act;
- 16.1.5 cease to be a Member of the Charity;
- 16.1.6 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 16.1.7 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three (3) months;
- 16.1.8 resign by written notice to the Charity, provided that at least three (3) Trustees will remain in office once the resignation takes effect;
- 16.1.9 are absent from all the meetings of the Trustees held within a period of six (6) consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or
- 16.1.10 are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated, passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:
 - (a) the Trustee has been given at least fourteen (14) Clear Days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
 - (b) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

17. PROCEEDINGS OF TRUSTEES

- 17.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 17.2 The Trustees shall hold a Trustee meeting at least 2 (two) times a year and an Annual General Board Meeting.
- 17.3 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 Trustees (of any

committee) and any such decisions shall be as valid as if any such Trustee had been properly appointed and was in all respects qualified to act as a Trustee.

18. CALLING A TRUSTEES' MEETING

- 18.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the Secretary to give such notice.
- 18.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:
- 18.2.1 the time, date and place of the meeting;
 - 18.2.2 the general particulars of the business to be considered at the meeting; and
 - 18.2.3 if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

19. PARTICIPATION IN TRUSTEES' MEETINGS

- 19.1 A meeting may be held by in person or by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 19.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 19.3 The chief executive of the Charity shall be entitled to receive notice of, attend, and speak (but not vote) at all meetings of the Trustees, save that the Trustees present at the meeting may, by a simple majority vote, exclude the chief executive from any part of or the whole of such meeting.

20. QUORUM FOR TRUSTEES' MEETINGS

- 20.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, provided that it shall not be less than three (3), and unless otherwise fixed, it is three (3).
- 20.2 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.
- 20.3 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 20.1 If the number of Trustees is less than the number fixed as the minimum number required, the continuing Trustees may act only for the purpose of:
- 20.1.1 admitting Members;
 - 20.1.2 appointing Trustees in accordance with these Articles;
 - 20.1.3 calling a general meeting;
 - 20.1.4 appoint an administrator, administrative or other receiver or licensed insolvency practitioner; and

20.1.5 take such steps as are necessary in the best interests of the Charity in order to protect its assets, beneficiaries and reputation,

provided that in all other respects, the provisions of these Articles in relation to the calling and holding of meetings shall be complied with.

21. CHAIR AND VICE-CHAIR

21.1 The Trustees shall by resolution of the board of Trustees appoint a chair ("Chair"). The term of office of the Chair shall be determined in accordance with these Articles. The Chair shall automatically cease to be the Chair if they cease to be a Trustee.

21.2 The Trustees may by resolution of the board of Trustees appoint a Trustee to act as vice-chair or Interim Chair and may determine for what period they are to hold office. Trustees may revoke such an appointment at any time. A vice-chair or Interim Chair shall automatically cease to be vice-chair or Interim Chair if they are appointed as Chair or cease to be a Trustee.

21.3 If no Chair has been appointed or if the person appointed is unable to preside or is not present within ten (10) minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

22. DECISION-MAKING BY TRUSTEES AT A MEETING

22.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 23.

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

23. RESOLUTIONS OF TRUSTEES OUTSIDE OF A MEETING

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

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

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

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

24. DELEGATION BY TRUSTEES

24.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.

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

- 24.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
- 24.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
 - 24.3.2 no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 24.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 24.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 24.6 The terms of any delegation to a committee shall be recorded in the minutes.
- 24.7 The Trustees may revoke or alter a delegation at any time.
- 24.8 All acts and proceedings of any committee shall be reported to the Trustees in accordance with the terms of reference of the committee.

25. **TECHNICAL ADVISORY BOARD**

- 25.1 The Trustees may establish a Technical Advisory Board for the purpose of providing scientific and technical advice to the Charity.
- 25.2 The Trustees shall establish and maintain terms of reference for any Technical Advisory Board established.
- 25.3 The Technical Advisory Board shall not be a committee of the board of Trustees.

26. **STAKEHOLDER ADVISORY COUNCIL**

- 26.1 The Trustees may establish a Stakeholder Advisory Council for the purpose of providing a wide range of views, advice, recommendations and opinions to the Charity.
- 26.2 The Trustees shall establish and maintain terms of reference for any Stakeholder Advisory Council established.
- 26.3 The Stakeholder Advisory Council shall not be a committee of the board of Trustees.

27. **SECRETARY**

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

28. **RULES**

28.1 The Trustees may in their absolute discretion from time to time make and amend rules (**Rules**) for the administration and management of the Charity (provided that should there be any inconsistency between the Rules and these Articles, these Articles shall prevail).

29. **MINUTES**

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

- 29.1.1 minutes of proceedings at general meetings;
- 29.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- 29.1.3 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
- 29.1.4 particulars of appointments of officers made by the Trustees.

30. **RECORDS AND ACCOUNTS**

30.1 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 30.1.1 annual reports;
- 30.1.2 annual returns; and
- 30.1.3 annual statements of account.

30.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.

30.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two (2) months of such request.

31. **COMMUNICATIONS**

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

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

31.3 Any notice to be given to or by any person pursuant to the Articles:

- 31.3.1 must be in writing; or
- 31.3.2 must be given in electronic form.
- 31.4 The Charity may give any notice to a Member either:
 - 31.4.1 personally; or
 - 31.4.2 by sending it by post in a prepaid envelope addressed to the Member at their address; or
 - 31.4.3 by leaving it at the address of the Member; or
 - 31.4.4 by giving it in electronic form to the Member's address.
 - 31.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 31.5 A Member who does not register an address with the Charity shall not be entitled to receive any notice from the Charity.
- 31.6 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 31.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 31.8 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Act.
- 31.9 In accordance with section 1147 of the Act notice shall be deemed to be given:
 - 31.9.1 48 hours after the envelope containing it was posted; or
 - 31.9.2 in the case of an electronic form of communication, 48 hours after it was sent.

32. **INDEMNITY**

- 32.1 Subject to Article 32.2, but without prejudice to any other indemnity to which they may otherwise be entitled:
 - 32.1.1 every Trustee or former Trustee shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and
 - 32.1.2 every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.
- 32.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

33. **WINDING UP**

- 33.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the "Remaining Assets") shall not be paid or distributed to the Members but shall be applied or transferred:

- 33.1.1 directly for one or more of the Objects;
- 33.1.2 to any charity or charities for purposes similar to the Objects; or
- 33.1.3 to any charity or charities for particular purposes falling within the Objects.

33.2 The decision on who is to benefit from the Remaining Assets may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.

33.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Remaining Assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

33.4 This article 33 may not be amended without the consent of the Charity Commission.

34. **IRREGULARITIES**

34.1 The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.