

***VERSION "B"***

**Company No: 02039817**

**Charity No: 1048705**

**A COMPANY NOT HAVING A SHARE CAPITAL**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**of**

**LONDON YOUTH GAMES FOUNDATION**

**Incorporated on 22 July 1986**

**WILSONS**

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**A COMPANY NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**of**

**LONDON YOUTH GAMES FOUNDATION**

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Each subscriber to the memorandum of association agreed to form a company under the Companies Act 1985 and agreed to become a member of the company.

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*Name of each subscriber*

*Authentication by each subscriber*

---

Steve Marsling

Anthony John Allen

Gordon Poluck

7th May 1986

**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
CAPITAL**

**ARTICLES OF ASSOCIATION**

**of**

**LONDON YOUTH GAMES FOUNDATION**

**INTERPRETATION**

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1.1. In these Articles:

<i>Articles</i>	these Articles of Association of the Company;
<i>Auditor</i>	a person appointed to conduct an examination and verification of the Company’s accounts and includes a reporting accountant appointed in accordance with the Statutes;
<i>Board</i>	the board of trustees of the Company who are the directors of the Company for the purposes of the Statutes;
<i>CA 2006</i>	the Companies Act 2006;
<i>Clear Days</i>	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<i>Chairman</i>	the chairman of the Board appointed from time to time;
<i>Charity Commission</i>	the Charity Commission for England and Wales (or such other organisation as replaces it or is given authority to act as regulator for charities in England and Wales);
<i>Companies Acts</i>	the company law provisions of the CA 2006 and any provisions in the Companies Act 1985, the Companies Consolidation (Consequential Provisions) Act 1985 and the Companies Act 1989 that remain in force;
<i>the Company</i>	the above-named company;

<i>Connected Person</i>	<p>a person connected with a Trustee as set out to in section 73B of the Charities Act 1993, which as at the date of these Articles includes:-</p> <ul style="list-style-type: none"><li>(a) a child (including a stepchild or an illegitimate child), parent, grandchild, grandparent, brother or sister of a Trustee;</li><li>(b) the spouse or civil partner (or any person living with another as that person's husband or wife or civil partner) of a Trustee or of any person falling within sub-para (a) above;</li><li>(c) a person carrying on business in partnership with the trustee or any person falling within any of sub-paras (a) or (b) above;</li><li>(d) an institution which is controlled—<ul style="list-style-type: none"><li>(i) by the Trustee or any person falling within any of sub-paragraphs (a) to (c) above, or</li><li>(ii) by two or more such persons taken together; or</li></ul></li><li>(e) a body corporate in which—<ul style="list-style-type: none"><li>(i) any connected person falling within any of sub-paragraphs (a) to (c) above has a substantial interest, or</li><li>(ii) two or more such persons, taken together, have a substantial interest.</li></ul></li></ul> <p>And for the purposes of (e) above, substantial interest means:-</p> <p>the person or institution in question—</p> <ul style="list-style-type: none"><li>(i) being interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or</li><li>(ii) being entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body;</li></ul>
<i>executed</i>	includes any mode of execution;
<i>Greater London</i>	the area of London as defined by the London Government Act 1963 as amended from time to time;
<i>Independent Trustees</i>	all Trustees other than the London Borough Trustees;
<i>London Boroughs</i>	the boroughs of London as defined by the London Government Act 1963 as those boroughs may be constituted from time to

	time;
<i>London Borough Authorities</i>	the London Boroughs (as they are constituted from time to time) and the City of London;
<i>London Borough Trustee</i>	an individual appointed as to be a Trustee by the London Borough Authorities pursuant to Article 54;
<i>London Councils</i>	the cross-party organisation known as “London Councils” run by its members which at the date of adoption of these Articles are the London Boroughs, the City of London, the Metropolitan Police Authority and the London Fire and Emergency Planning Authority to represent the needs of its members (or such other organisation as replaces it from time to time);
<i>Mayor of London</i>	the Greater London Authority, being the authority for Greater London created by the Greater London Authority Act 1999 (as amended by the Greater London Authority Act 2007);
<i>Members</i>	all the persons admitted to membership of the Company;
<i>Membership</i>	membership of the Company;
<i>Month</i>	a calendar month;
<i>Office</i>	the registered office of the Company;
<i>Representative</i>	an individual appointed under Article 36 to be the representative of a Member who is not an individual;
<i>Seal</i>	the common seal of the Company if it has one;
<i>Secretary</i>	the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company;
<i>Sport England</i>	the government agency responsible for building the foundations of sporting success, by creating a world-leading community sport system of clubs, coaches, facilities and volunteers (or such other organisation as replaces it from time to time)

<i>Statutes</i>	the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts;
<i>Supporting Bodies</i>	The Mayor of London, Sport England and London Councils, and “Supporting Body” shall mean any of them;
<i>Trustee</i>	a member of the Board being either a London Borough Trustee or an Independent Trustee;
<i>the United Kingdom</i>	Great Britain and Northern Ireland.

- 1.2. Any reference to:
- 1.2.1. a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
  - 1.2.2. a general meeting includes a reference to an annual general meeting;
  - 1.2.3. the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;
  - 1.2.4. a *person* includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality); and
  - 1.2.5. *writing* is a reference to any method of representing or reproducing words in a legible and non-transitory form.
- 1.3. Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Statutes (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.

## **OBJECTS AND POWERS OF THE COMPANY**

- 2 The objects for which the Company is established (the “Objects”) are restricted to:
- 2.1. the provision of activities, events and facilities for recreation and other leisure time occupation in the interests of social welfare, for the benefit of children and young persons under the age of 21 years resident for the main part, but not exclusively, in the area of Greater London, with the object of improving their conditions of life;

- 2.2. advancing the education and development of young persons under 25 years of age particularly (but not exclusively) in the fields of sports leadership, coaching and the organisation of sporting events; and
  - 2.3. advancing citizenship by promoting the civic responsibility of, and volunteering by, young persons under 25 years of age.
- 3 In furtherance of the Objects but not otherwise the Company may exercise the following powers:
- 3.1. to promote and organise co-operation in the achievement of the above objects by bringing together other institutions, associations, undertakings and authorities with objectives similar to the above objects anywhere within or outside Greater London;
  - 3.2. to make grants and loans upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the Objects;
  - 3.3. to organise meetings, lectures, conferences, broadcasts, courses of instruction or other activities;
  - 3.4. to provide or procure the provision of counselling and guidance;
  - 3.5. to promote or carry out research and to publish and distribute the useful results of such research;
  - 3.6. to produce or help others to publish and distribute material in any form that may be deemed desirable for the promotion of the Objects or for the purpose of informing contributors and others of the needs or progress of the Company;
  - 3.7. to purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the Objects;
  - 3.8. to accept gifts on any terms;
  - 3.9. to raise funds for the Company
  - 3.10. to carry out trade in so far as either the trade is exercised in the course of carrying out the Objects or the trade is temporary and ancillary to the carrying out of the Objects or is otherwise permissible for a charity by law;
  - 3.11. to operate bank accounts in the name of the Company;
  - 3.12. to acquire any property of any kind situated anywhere in the world for investment purposes whether involving liabilities or producing income or not and to appoint and pay professional investment managers who are authorised to carry on the requisite regulated activities under the provisions of the Financial Services and Markets Act 2000 and otherwise delegate the management of investments to proper and competent persons;

- 3.13. to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property together with any rights or privileges which the Company may think necessary;
- 3.14. to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use and to make planning applications, applications for consent under bylaws or building regulations and other like applications;
- 3.15. subject to any restrictions imposed by law, to exchange, sell, let, mortgage, charge, dispose of, turn to account, or otherwise deal with all or any of the property or assets of the Company;
- 3.16. subject to any restrictions imposed by law, to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as the Trustees may think fit;
- 3.17. to employ, engage or retain the services of such persons as the Trustees think may be necessary or desirable on such terms as the Trustees think fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- 3.18. to appoint any person to hold any property as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- 3.19. to pay the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee or any other officer (other than the Auditor) of the Company or Member which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of that person and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against that person in their capacity as a Trustee or officer of the Company or a Company Member;
- 3.20. to establish or support charitable trusts and to act as trustees of any charitable trust whether established by the company or otherwise;
- 3.21. to establish or promote the establishment of any artificial person;
- 3.22. to establish and own in whole or in part any company or other entity;
- 3.23. to co-operate with any person operating in furtherance of the Objects or similar charitable purposes;
- 3.24. to amalgamate with, acquire the assets of or in any other way to merge with any person (other than a natural person) which is charitable at law and has objects the same or similar to the Objects;
- 3.25. to pay the costs, charges and expenses of and incidental to the formation and registration of the Company and its registration as a charity;
- 3.26. to do all such other lawful things as shall be expedient in the interests of the Company.

PROVIDED THAT

- 3.26.1. If the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in the manner allowed by law, having regard to such trusts;
  - 3.26.2. The Company's objects shall not extend to the regulation of objects between workers and employers or organisations of workers and organisations of employers.
  - 3.26.3. If the Company shall take or hold any property subject to the jurisdiction of the Charity Commission, the Company shall not sell, mortgage, charge or lease the same without any authority, approval or consent as may be required by law, and as regards any such property the Board or the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as the Board would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commission over such Board but as regards any such property they shall be subject jointly and separately to such control or authority as if the Company were not incorporated.
- 4 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members and no Trustee or Connected Person shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth at the expense of the Company: Provided that nothing in this document shall prevent (and the Company hereby specifically authorises) any payment or provision in good faith by the Company:
- 4.1. of the usual charges for business done by any Trustee or Connected Person engaged in a profession or business when instructed by the Trustees to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board (or their respective Connected Persons) benefit under this provision or under Article 4.2 and that a Trustee shall withdraw from any meeting at which his appointment or remuneration under this provision or Article 4.2, or that of his partner, firm or company or other Connected Person, is under discussion;
  - 4.2. subject to the restrictions imposed by the Charities Act 1993, of reasonable remuneration for services and/or associated goods to any Trustee or Connected Person;
  - 4.3. of interest on money lent by any Member or Trustee or Connected Person at a reasonable and proper rate;
  - 4.4. of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee or Connected Person may also be a member holding not more than 1/100th part of the issued capital of that company;
  - 4.5. of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee or Connected Person;

- 4.6. to any Trustee or Connected Person of reasonable out-of-pocket expenses;
- 4.7. of reasonable and proper premiums in respect of trustee indemnity insurance, effected in accordance with Article 3.19 above;
- 4.8. of a benefit to a Trustee, or Connected Person, Member, officer or servant who is not a Trustee in the capacity of a beneficiary of the Company; or
- 4.9. subject to the consent of the Members where required under the CA2006, of any other direct or indirect benefit to a Trustee or Connected Person which has been authorised by the Charity Commission or other competent authority;

and none of the above arrangements or transactions shall constitute a breach by a Trustee of his duty under section 175 of the CA 2006.

### **LIABILITY OF MEMBERS**

- 5 The liability of the Members is limited.

### **MEMBERSHIP**

- 6 The Company must maintain a register of Members.
  - 7 The maximum number of Members shall be 48 (forty-eight) unless agreed otherwise by the Company in general meeting.
  - 8 The Members shall be:
    - 8.1. the London Borough Authorities;
    - 8.2. the Independent Trustees; and
    - 8.3. such other persons as the Company shall from time to time by resolution at a general meeting admit to Membership
- provided that the number of members admitted pursuant to Article 8.3 may not exceed 7 (seven).
- 9 Every application for Membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine. A person becomes a Member when they are entered onto the register of Members.
  - 10 Membership shall be open to those persons who fulfil the criteria for Membership as the Board may from time to time prescribe.
  - 11 The Board may from time to time resolve upon the creation of other classes of Members of the Company (including informal and honorary Members) provided that the rights of such other classes of Members do not extend to voting at general meetings. Such categories of Membership may be called by such names and have such rights, privileges, duties and obligations (except the right to vote at general meetings) and Membership in such categories may be remunerated in such manner as may be specified in the resolution.
  - 12 The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine.

- 13 Membership shall not be transferable and a Member shall cease to be a Member:
- 13.1. in the case of a Member which is not a natural person, on its liquidation or dissolution or on its otherwise ceasing to exist;
  - 13.2. in the case of a Member who is a natural person, on death or bankruptcy or on entering into an individual voluntary arrangement;
  - 13.3. if by notice in writing to the Secretary signed by or on behalf of the Member, the Member resigns provided that:-
    - 13.3.1. a Member who is a London Borough Authority must give 2 years' notice of its intention to resign, such notice to expire on 30 September in any year. Any London Borough Authority giving such notice is deemed to have resigned on expiry of such notice period; and
    - 13.3.2. any other Member is deemed to have resigned when the letter of resignation is received at the Office;
  - 13.4. if he became a Member by virtue of being an Independent Trustee, he ceases for whatever reason to be an Independent Trustee; or
  - 13.5. if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after notice served on the Member on behalf of the Board informing him that he will be removed from the Membership if it is not paid. The Board may readmit to Membership any person removed on this ground on his paying such part of the sum due as the Board may determine.
- 14 Any Member other than a London Borough Authority shall cease to be a Member on the passing of a resolution of the Board subject to the following conditions:-
- 14.1. the meeting of Trustees at which the resolution is passed must have at least half the Trustees present;
  - 14.2. the resolution must be passed by not less than a majority of the Trustees entitled to attend and vote (excluding in the case of a Member who is also a Trustee, the Trustee whose Membership is being voted on); and
  - 14.3. the resolution to terminate a Member's Membership shall not be passed unless the relevant Member has been given not less than 14 Clear Days' notice of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting on the resolution.

### **PATRONS/HONORARY OFFICERS**

- 15 The Board may in its discretion appoint any natural person to hold an honorary position (whether as patron or other honorary officer) of the Company (and remove any patron or honorary officer) on such terms as they shall think fit.
- 16 A patron or honorary officer shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice of general meetings as if a

Member and shall also have the right to receive accounts of the Company when available to Members.

### **GENERAL MEETINGS**

- 17 The Company shall in each year hold an annual general meeting in addition to any other general meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. Annual general meetings shall be held at such times and places as the Board shall determine.
- 18 General meetings may be called by the Board or on the requisition of those Members who together hold 5% of the total voting rights pursuant to the provisions of the Statutes. If there are not within the United Kingdom sufficient Trustees to convene a general meeting, any Trustee or any Member may convene a general meeting.

### **NOTICE OF GENERAL MEETINGS**

- 19 All general meetings shall be called by at least 14 Clear Days’ notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting being a majority together holding not less than 90% of the total voting rights.
- 20 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall also comply with the provisions of section 325(1) of the CA 2006 which requires that each Member is informed of his right to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. The notice shall be given to all Members, Trustees, patrons, honorary officers, and the Auditor.

### **PROCEEDINGS AT GENERAL MEETINGS**

#### **Quorum**

- 21 No business other than the appointment of the chairman of the meeting shall be transacted at any general meeting unless a quorum is present. A quorum for a general meeting shall be 25% of the total number of Members entitled to attend and vote upon the business to be transacted, each such person being present at the meeting either in person (or by a duly authorised representative of a Member) or by proxy.
- 22 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present,
- 22.1. the meeting shall stand adjourned to such time and place as the chairman of the meeting may determine; and
- 22.2. the chairman of the meeting must give at least 7 Clear Days’ notice of the date, time and place of such meeting to the same persons to whom notice of the Company’s general meetings is required to be given, and containing the same information which such notice is required to contain; and
- 22.3. if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor, the persons present (whether in person or by proxy) shall constitute a valid quorum for that adjourned general meeting.

**Chairman**

- 23 The Chairman, if any, of the Board or in his absence some other Trustee nominated by the Board shall preside as chairman of the meeting, but if neither the Chairman nor such Trustee (if any) be 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 be chairman of the meeting and, if there is only one Trustee present and willing to act, he shall be chairman of the meeting.
- 24 If no Trustee is willing to act as chairman of the meeting, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman of the meeting.

**Trustees Attendance**

- 25 A Trustee shall, notwithstanding that he is not a Member, be entitled to attend and speak (but not vote) at any general meeting.

**Adjournment**

- 26 The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, at least seven Clear Days' notice shall be given in any manner in which notice of a meeting may lawfully be given specifying the date, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

**Voting Procedure**

- 27 A resolution put to the vote of a general meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded:

27.1. by the chairman of the meeting; or

27.2. by at least 10 (ten) Members present in person or by proxy and having the right to vote at the meeting.

- 28 Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 29 The demand for a poll may be withdrawn before the poll is taken. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

- 30 Subject to Article 31, a poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members). The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

- 31 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman of the meeting directs. The demand for a poll shall not prevent continuance of a meeting for

the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

**Equality of Votes**

32 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.

33 **Written Resolutions**

33.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been circulated to every eligible Member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement. Communications in relation to written resolutions shall be sent to the Company’s auditors in accordance with the CA 2006. The provisions of chapter 2 of Part 13 of the CA 2006 shall apply to written resolutions of Members.

33.2. Neither a resolution under section 168 of the CA 2006 removing a Trustee before the expiration of his period of office nor a resolution under section 510 of the CA 2006 removing an auditor before the expiration of his term of office can be passed as a written resolution.

**VOTES OF MEMBERS**

**Votes**

34 Subject to Articles 32 and 35, every Member shall have one vote.

35 No Member shall debate or vote (whether in person or by proxy) on any matter in which he is personally interested without the permission of the majority of the persons present and voting, or unless all monies due from him to the Company have been paid.

**Appointment of Representative by Organisations**

36 Any organisation which is a Member may by a resolution of its governing body authorise such individual as it thinks fit to act as its representative at any meeting of the Company (“a **Representative**”), and the individual so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual Member. An instrument appointing such individual shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve:

[NAME OF CHARITY]

We [name of organisation] being a Member of the above-named company hereby appoint

[name and address of representative] or failing him,

[name and address of substitute] to vote on our behalf at the [Annual][Adjourned] General Meeting of the above-named company to be held on the ..... day of ..... and at any adjournment thereof.

Signed [name] this ..... day of .....

The Secretary shall maintain a register of all Representatives appointed by Members. Any change in Representative must be notified to the Secretary at least 7 (seven) days prior to any meeting to be effective. Until the Secretary has been notified of an appointment of a Representative or replacement Representative the Company shall be entitled to treat as authorised any previous Representative notified to it.

**Appointment of Proxies**

- 37 Any Member entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and to speak and to vote (by show of hands or poll) at a general meeting instead of him.
- 38 The instrument appointing a proxy shall be signed by the appointer or his attorney in such form which is usual or which the Board may approve.
- 39 The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall:
  - 39.1. in the case of an appointment in hard copy form, be delivered personally or by post to the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which it relates; or
  - 39.2. in the case of an appointment in electronic form, be received at an address specified (or which is deemed by a provision in the CA 2006 to have been specified) by or on behalf of the Company for the purpose of receiving documents or information in electronic form in any form of proxy sent by or on behalf of the Company in relation to the meeting not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates; or
  - 39.3. in the case of a poll which is taken more than 48 hours after it is demanded, be delivered or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll; or
  - 39.4. in the case of a poll which is not taken at the meeting at which it is demanded but is taken not more than 48 hours after it was demanded, be delivered in hard copy form to the Chairman or to the Secretary or to any Trustee at the meeting at which the poll was demanded

and in calculating the periods referred to in this Article 39, no account is to be taken of any part of a day which is not a working day.

- 40 In default of delivery or receipt in accordance with Article 39 , the instrument of proxy shall be invalid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
- 41 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

- 42 No objection shall be raised to the qualification of any voter except 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 objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 43 A vote cast or a poll demanded by a proxy or by the duly authorised representative of a corporation or an organisation which is a Member shall not be rendered invalid by reason of the death or mental disorder of the appointor or by the termination or revocation of the proxy or the authority under which the proxy was executed unless notice of such shall have been received by the Company not later than the latest time at which the proxy would need to have been delivered to or received by the Company in order to be valid for use whether to vote in person or on a poll at the meeting or adjourned meeting at which the proxy is used to which it relates. Such notice of termination shall be made either by means of an instrument in hard copy form, delivered to the Office or in electronic form received at the address (if any) specified by or on behalf of the Company in accordance with Article 39, regardless of whether any relevant proxy appointment was effected by means of an instrument in hard copy or electronic form.

### **THE BOARD**

- 44 The number of Trustees shall be not less than 7 (seven) but shall not unless approved by the Company in general meeting be more than 14 (fourteen) and at least one Trustee shall be a natural person.
- 45 Future Trustees shall be appointed as provided subsequently in these Articles and shall comprise:
- 45.1. up to 7 London Borough Trustees appointed as set out in Article 54; and
  - 45.2. up to 7 (seven) Independent Trustees appointed as set out in Article 55.
- 46 The Board may invite such persons as the Board from time to time deem fit to attend and/or speak at any meeting of the Trustees provided that any such person invited to attend shall not have the right to vote at the meeting and shall, if asked by the Board, remove himself for any part of the meeting to allow the Board to discuss matters in confidence.
- 47 Each Supporting Body shall have the right to appoint one observer and shall notify the Board of the identity of the person they each appoint as their respective observer. Until any change of observer has been notified to the Board, the Company shall be entitled to treat any individual previously notified as being the organisation’s duly appointed observer. Any such observer shall:
- 47.1. have the right to receive notice of , attend and/or speak at all meetings of the Trustees;
  - 47.2. have no right to vote at a meeting of the Trustees; and
  - 47.3. on request by the chairman of the meeting, remove himself from any part of a meeting of the Trustees to allow the Board to discuss matters in confidence.

The right of a Supporting Body to appoint an observer under this Article shall subsist only for so long as there is a funding agreement in place between the Company and that Supporting Body.

- 48 Except to the extent permitted by the Articles, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.
- 49 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or general meetings or otherwise in connection with the discharge of their duties.

### **POWERS OF THE BOARD**

- 50 Subject to any restrictions imposed in the Statutes, the Articles and to any directions given by any special resolution of the Members, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by the Statutes or by these Articles required to be exercised by the Company in general meeting. No alteration to the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
- 51 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.
- 52 The Board shall have power from time to time to make, repeal and alter rules or regulations for the proper conduct and management of the Company, any committee and any other matters arising under the Articles.

### **APPOINTMENT OF TRUSTEES**

- 53 No person shall be appointed or reappointed a Trustee:
- 53.1. unless he has attained the age of 18 years;
  - 53.2. in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 59; and
  - 53.3. in the case of a London Borough Trustee, unless he is a Representative.
- 54 London Borough Trustees shall be appointed by a majority decision of the London Borough Authorities present at any general meeting at which the appointment of London Borough Trustees is considered whether due to retirement, expiry of term of office or disqualification.
- 55 Independent Trustees shall be appointed by resolution of the Board.
- 56 All Trustees shall serve for a term of two years upon expiry of which they shall be eligible for reappointment.
- 57 Notwithstanding Article 54, the Board may appoint a person who is willing to act to be a Trustee either to fill any vacancy as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. Any person

appointed under this Article to fill a vacancy in the London Borough Trustees shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion of that meeting.

**DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 58 Unless re-appointed, a Trustee shall cease to hold office at the expiry of his term of office.
- 59 A Trustee shall cease to hold office if he:
- 59.1. ceases to be a Trustee by virtue of any provision in the Statutes or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 or is otherwise prohibited by law from being a Trustee;
  - 59.2. becomes incapable by reason of mental disorder, illness or injury (whether physical or mental) of managing and administering his own affairs and may remain so for more than 3 months;
  - 59.3. resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice or resignation is to take effect);
  - 59.4. is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolve that his office be vacated;
  - 59.5. subject to compliance with section 169 of the CA 2006 (regarding notifying the relevant Trustee and affording him the opportunity make representations at the meeting), is removed in accordance with section 168 of the CA 2006 by resolution of the Members present and voting at a general meeting of which special notice has been given. Special notices is to be given in accordance with section 312 of the CA2006 by either sending notice to each Member at least 28 days before the meeting or by placing an advertisement in an appropriate newspaper at least 14 days before the meeting;
  - 59.6. is the Trustee nominated by a Supporting Body and the Company receives notice from the relevant Supporting Body that the Trustee is no longer the Supporting Body’s nominated individual;
  - 59.7. is the Trustee nominated by a Supporting Body and the funding agreement between the relevant Supporting Body and the Company terminates (howsoever that may occur);
  - 59.8. is a London Borough Trustee and at any time a resolution is passed by not less than 50% of the London Borough Authorities resolving to remove him as a Trustee;
  - 59.9. is a London Borough Trustee and the Company receives notice from the London Borough Authority of which the Trustee is the Representative that the relevant London Borough Authority has resolved that the Trustee should no longer be its Representative; or
  - 59.10. is a Representative and the relevant London Borough Authority which appointed him ceases to be a Member for whatever reason; or

- 59.11. is an Independent Trustee and that Independent Trustee gives notice to the Company under Article 13.3.2 that he resigns as a Member or if he ceases to be a Member under Article 13.2.

**PROCEEDINGS OF THE BOARD**

- 60 Subject to the provision of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two Trustees may and the Secretary at the request of two Trustees shall call a meeting of the Board. Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent to him in hard copy form at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose.

- 61 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

**Quorums**

- 62 The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than one third of their number or two whichever is the greater.

- 63 The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.

**Appointment of Chairman**

- 64 The Board shall from time to time elect a chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Board at which he is present. If there is no Trustee holding that office or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.

**65 Power to Delegate**

- 65.1. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:

65.1.1. the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to co-opt persons up to a specified number);

65.1.2. the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify; and

65.1.3. the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary.

- 65.2. Pursuant to Article 65.1, the Board may delegate the signing or execution of documents for and on behalf of the Company including those that bind the Company to such senior members of staff/employees/members of the

Management Team/Chief Executive in accordance with rules made by the Board from time to time.

**Defects**

- 66 All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.

**Written Board Resolutions**

- 67 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held.

**Remote Participation at Board Meetings**

- 68 Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of telephone, televisual, electronic or virtual communications so that all persons participating in the meeting can be identified by the Chairman and can understand and communicate with each other simultaneously. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

**Declarations of Trustee and Conflicts**

- 69 In accordance with the CA2006, a Trustee must declare the nature and extent of any interest direct or indirect, whether personal or by virtue of a duty of loyalty or otherwise, which that Trustee has in a proposed transaction or arrangement with the Company before that transaction or arrangement is entered into or which the Trustee has in any existing transaction or arrangement already entered into by the Company which has not been previously declared. That Trustee shall provide sufficient information to the other Trustees to enable them to properly debate the matter and shall be absent from that part of the meeting at which the matter is discussed and shall not be counted in the quorum for that part of the meeting and shall have no vote on the matter.

- 70 In accordance with the requirements set out in Articles 71 to 74 inclusive, the Trustees may, authorise any matter proposed to them by any Trustee which would, if not authorised, constitute a breach of the duty to avoid conflicts of interests under section 175 of the CA 2006 ('**Conflict**').

- 71 Any authorisation under Article 70 will be effective only if:

- 71.1. the matter in question shall have been proposed by any Trustee for consideration at a meeting of Trustees in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine;
- 71.2. any requirement as to the quorum at the meeting of the Trustees at which the matter is considered is met without counting the Trustee in question and the Trustee concerned shall be absent from that part of the meeting at which the matter is discussed;

- 71.3. the matter was agreed to without his voting or would have been agreed to if his vote had not been counted; and
  - 71.4. the Trustees, other than the Trustee concerned, consider that it is in the interests of the Company to authorise the Conflict.
- 72 Any authorisation of a Conflict under Article 70 may (whether at the time of giving the authorisation or subsequently):
- 72.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
  - 72.2. be subject to such terms and for such duration, or impose such limits or conditions as the Trustees may determine; and
  - 72.3. be terminated or varied by the Trustees at any time. This will not affect anything done by the Trustee prior to such termination or variation in accordance with the terms of the authorisation.
- 73 In authorising a Conflict the Trustees may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee has obtained any information through his involvement in the Conflict otherwise than as a Trustee of the Company and in respect of which he owes a duty of confidentiality to another person the Trustee is under no obligation to:
- 73.1. disclose such information to the Trustees or to any Trustee or other officer or employee of the Company;
  - 73.2. use or apply any such information in performing his duties as a Trustee, where to do so would amount to a breach of that confidence.
- 74 Where the Trustees authorise a Conflict:
- 74.1. the Trustee will be obliged to conduct himself in accordance with any terms imposed by the Trustees in relation to the Conflict;
  - 74.2. the Trustee will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Trustees impose in respect of its authorisation; and
  - 74.3. neither the Trustee nor any Connected Person may receive any direct or indirect benefit as a result of the authorised Conflict other than a benefit which is authorised under Article 4.

## **OFFICERS**

- 75 The Board:
- 75.1. may appoint a Secretary. If no Secretary is appointed, the duties of the Secretary shall be carried out by one of the Trustees or such other person as is duly appointed by the Board to carry out those duties;
  - 75.2. may appoint or engage a chief executive, finance director or treasurer, a deputy company secretary and such other officers as they shall see fit;

and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer so appointed or engaged.

#### **MINUTES**

76 The Board shall ensure that minutes are kept for a minimum of ten years (or such other period as the Statutes require):

76.1. of all appointments of officers made by the Board; and

76.2. of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at such meetings.

#### **THE SEAL**

77 The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

#### **BANK ACCOUNTS**

78 Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall follow the delegations of authority as determined by the Board and amended from time to time.

#### **ACCOUNTS**

79 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Statutes shall be kept at the Office or such other place within the United Kingdom as the Board thinks fit.

80 Subject to the requirements of the Statutes, the Company may at a general meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.

#### **INDEPENDENT EXAMINATION AND AUDIT**

81 The Board shall comply with their obligations under the Charities Act 1993 and the Statutes with regard to the independent examination or audit of accounts and if required by the Statutes shall appoint an Auditor whose duties shall be regulated in accordance with the Charities Act 1993 or the Statutes.

#### **ANNUAL REPORT AND ANNUAL RETURN**

82 The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission for England and Wales.

**NOTICES**

- 83 Notwithstanding anything to the contrary in these Articles, any notice or other document or information sent or supplied by or to the Company (whether authorised or required to be sent or supplied by the Statutes or otherwise) to or by a Member, or to or by any person entitled to enjoy or exercise all or any specified rights of a member in relation to the Company, may be sent or supplied in any way in which the CA 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Statutes.
- 84 Subject to complying with the requirements of Part 4 of Schedule 4 of the CA 2006 to obtain the consent of the relevant Member, the Company may supply any document or information to a Member via a website.
- 85 A notice or other document or information sent in electronic form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 86 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 87 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 87.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted: A Member who has not provided the Company with an address for service in the United Kingdom shall not be entitled to have a notice served on him;
  - 87.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
  - 87.3. if properly addressed and sent or supplied by electronic means, 24 hours after the document or information was sent or supplied; and
  - 87.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 87, no account shall be taken of any part of a day that is not a working day, being the hours of 9am to 5pm on any day when banks in London are open for business.

- 88 The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

**INDEMNITY**

- 89 Subject to the provisions of the Statutes but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer of the Company (other than the Auditor) shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted

or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

- 90 The Board shall have power to resolve pursuant to Article 3.19 to effect indemnity insurance for any relevant officer (other than the Auditor) notwithstanding their interest in such policy.

#### **WINDING-UP**

- 91 Every Member undertakes to contribute such amount as may be required (not exceeding £1) to the Company’s assets if it should be wound up while he or she is a Member or within one year afterwards, for payment of the Company’s debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 92 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the Objects and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 4 above, chosen by the Members at or before the time of dissolution and if that cannot be done then to some other charitable object.