

THE COMPANIES ACTS 1985 AND 1989  
COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

**VOLUNTARY SERVICE ASSOCIATION LTD**

1. The name of the Company (hereinafter called “the Company”) is Voluntary Service Association Ltd.

2. The registered office of the Company shall be situate in England and Wales.

3. The object for which the Company is established is:-

To promote and assist the general good of all people in need in and around the London Borough of Lewisham principally through voluntary action or by other means or in the pursuit of objects that now or hereafter may be deemed by law to be charitable.

4. The Company shall have the following powers exercisable in furtherance of its said object but not further or otherwise, namely:

*Activities*

a) to promote and organise co-operation in the achievement of the above object and to that end to support, join in with and co-operate with other charities, voluntary bodies, statutory authorities and other organisations operating in furtherance of the object or of similar charitable purposes and to exchange information and advice with them

b) to establish, support, undertake or execute any charitable trusts, associations or institutions formed for all or any of the object

c) to promote and carry out, or assist in promoting and carrying out, surveys, investigations and research.

- d) to provide food drink and refreshments as appropriate but only for persons participating in the activities of the Company
- e) to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes and training courses.
- f) to publish books, pamphlets, reports, leaflets, journals, films, videos, tapes and other material.
- g) To provide opportunities for training and experience through volunteering or otherwise.
- h) to appoint and constitute such advisory committees as the Management Committee of Trustees (hereafter referred to as “the Management Committee” and as further described in Article 1 of the Articles of Association) may think fit.

*Property*

- i) to purchase, take on lease or in exchange hire or otherwise acquire any real or personal property and build, improve maintain and equip any building or buildings which may be necessary for any of the purposes of the Company.
- j) to sell, lease or otherwise dispose of all or any part of the Company’s property, subject to complying with the restrictions on disposals imposed by section 36 of the Charities Act 1993, unless the disposal is excepted from these restrictions by section 36(9)(b) or section 36(10) of that Act.

*Finance*

- k) to obtain, collect and receive funds by means of contributions, donations, subscriptions, investment, deeds of covenant, legacies, the sale of donated goods or of those goods produced by people in direct furtherance of the object of the Company, grants, loans or any other lawful method and to receive gifts of property of any description and to trade in direct furtherance of its object, including the sale of goods produced by people and to sell donated goods and otherwise to carry on trade which is temporary or ancillary to the object of the Company, but otherwise the Company shall not undertake any substantial permanent trading activities in raising funds for the object of the Company.
- l) to borrow money for the purposes of the Company on such terms and on such security as may be thought fit including mortgaging all or any part of the Company’s property as security for repayment of the money borrowed subject to complying with the restrictions on mortgages imposed by section 38 of the Charities Act 1993.
- m) to operate a bank and/or Building Society account or accounts in the name of the Company.

- n) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.

*Employment, etc.*

- o) to engage or employ such persons (whether as employees consultants advisers or however) as may be requisite to the promotion of the purposes of the Company and on such reasonable terms and at such reasonable remuneration as may be thought fit and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants.

*Investment*

- p) to invest the monies of the Company not immediately required for its own purposes in or upon such investments, securities or property of whatsoever nature and wherever situate as may be thought fit (including, for the avoidance of doubt but without limiting the effect of this power, shares in a private company) to the intent that the Company shall have the same full and unrestricted powers of investing and transposing investments as an absolute beneficial owner PROVIDED THAT the Management Committee shall seek written professional advice from a person of standing who is authorised to give investment advice under the Financial Services Act 1986 or other relevant legislation, before exercising such powers.

*Insurance*

- q) to apply monies in insuring any buildings being the property of the Company at their full value
- r) to insure and arrange insurance cover for and to indemnify the officers servants and voluntary workers of the Company and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit.
- s) to pay the cost of purchasing and maintaining indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees.

*Copyright, etc.*

- t) to acquire copyrights, trade marks and other rights and privileges for the purposes of the Company and grant licences conferring the right to use the name of the Company or such other copyrights, trade marks, rights and privileges of the Company whether subject to a royalty or not and whether exclusive or non-exclusive or subject to other limitation.

*General*

u) to do all such other lawful things as shall further the attainment of the above object.

5. 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 of the Company and, other than with the prior written consent of the Charity Commission, no Trustee 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 from the Company;

PROVIDED THAT nothing herein shall prevent the payment, in good faith by the Company:

A) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Trustee) for any services rendered to the Company, provided nevertheless that a Trustee shall be entitled to be reimbursed for any reasonable out-of-pocket expenses incurred in carrying out any business of the Company;

B) of interest on money lent by any member of the Company or a Trustee at a reasonable and proper rate per annum;

C) of reasonable and proper rent for property conveyed or let by any member of the Company or a Trustee;

D) of fees remuneration or other benefit in money or money's worth to a company of which a Trustee may also be a member holding not more than one hundredth part of the issued capital of such company;

E) of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees.

6. No alteration of clause 3 above or clause 9 below or any other alteration within section 64(2)(b) of the Charities Act 1993 shall be made without the prior approval of the Charity Commissioners or the High Court.

7. The liability of the members is limited.

**8.** Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while she is a member, or within one year after she ceases to be a member, for payment of the debts and liabilities of the Company contracted before 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 contributors among themselves, such amount as may be required not exceeding one pound.

**9.** If the Company is wound up or dissolved, and after all its debts and liabilities have been satisfied there remains any 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 the objects of this Charity, which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on this Charity by Clause 5 above, to be chosen by the members of the Company at or before the time of dissolution and if that cannot be done, then to some other charitable object with the approval of the Charity Commissioners or other authority having jurisdiction under the Charities Act 1993 or other relevant legislation.

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

**Voluntary Service Association Ltd**

**GENERAL**

1. In these Articles, if not inconsistent with the subject or context:

'**the Act**' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

'**the Company**' means the above-named company.

'**clear days**' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

'**the Management Committee**' means the Management Committee of Trustees of the Company which has the general control and management of the administration of the Company and forms the body of trustees as defined in the Charities Act 1993.

'**month**' means calendar month.

'**the Office**' means the registered office of the Company.

'**the United Kingdom**' means Great Britain and Northern Ireland.

'**in writing**' means written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in a visible form.

Words importing the singular only shall include the plural, and vice versa;

Words importing the feminine only shall include the masculine, and vice versa;

Words importing persons shall include corporations.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

2. The Company is established for the purposes expressed in the Memorandum of Association.

**MEMBERSHIP OF THE COMPANY**

3. (A) Membership of the Company shall consist of

(i) the subscribers of the Memorandum of Association, provided they fulfil the criteria in clause (iii):

(ii) members of the Management Committee provided they fulfil the criteria in clause (iii):

(iii) The members of the Company shall be natural persons and institutions whether incorporated or not who support the purposes of the Company and apply for and are admitted to membership thereof in accordance with these Articles, and who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of her membership

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(B) Membership shall be open on such terms and conditions as the Company may from time to time determine in general meetings, or as determined by the Management Committee subject to review by the Company at a general meeting.

4. The Management Committee shall have the right to refuse any application for membership without giving any reason therefore.

5. (i) The Management Committee shall have the right for any good and sufficient reason to terminate the membership of any member or refuse renewal of any existing membership PROVIDED ALWAYS that the member concerned shall have a right to be heard by the Management Committee before a final decision is made and that there shall be a right of appeal against a decision to terminate membership at a general meeting of the Company.

(ii) The rights of a member as such shall be personal and shall not be transferable or transmissible and shall cease on death or dissolution.

6. The Company shall keep a register of members in accordance with the Act, and every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.

## **GENERAL MEETINGS**

7. (A) The Company shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place (subject to paragraph (B) below) as may be determined by the Company.

(B) Every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

8. All meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

9. Subject to Articles 7 and 8, the Management Committee may whenever it thinks fit convene any general meeting. Extraordinary General Meetings may also be convened on a members' requisition as provided by the Act.

10. At least twenty-one days' notice in writing shall be given of every Annual General Meeting and of every meeting convened to pass a Special Resolution. At least fourteen days' notice in writing shall be given of every other general meeting.

### **PROVIDED THAT**

A general meeting shall be called by shorter notice if it is so agreed:-

- a) in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting; and
- b) in the case of any other meeting by such proportion of them as is prescribed by the Act or determined by the Company in accordance with the Act.

The notice shall specify the 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 be given to all the members and to the members of the Management Committee and auditors.

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

### **PROCEEDINGS AT GENERAL MEETINGS**

12. The business to be transacted at an Annual General Meeting shall include:

- a) the consideration of the accounts of the Company;
- b) the reports of the Management Committee and of the auditors/independent examiners and
- c) the appointment of, and the fixing of the remuneration of, the auditors/independent examiners.



**13.** No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise decided by the members in general meeting one third of the membership or 15 members, whichever is the lesser, shall be a quorum.

**14.** If such a quorum is not present within half an hour from the time appointed for the general meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such time and place as the Management Committee may determine.

**15.** The Chair of the Management Committee shall preside as Chair at every general meeting, and shall have the right to attend all meetings of committees and other task groups or advisory groups. If at any meeting she shall not be present within fifteen minutes after the time appointed for the meeting, or shall be unwilling to preside, and if the Deputy Chair is not present or is unwilling to preside, the Trustees present shall choose some member of the Management Committee to act as Chair and if only one Trustee is present and willing to act, she shall be Chair. If no such Trustee be present, or if all the members of the Management Committee present decline to take the chair, the members of the Company present shall choose one of their number to preside.

**16.** The Chair may, with the consent of any 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. No business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

**17. (A)** A resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands, a poll is duly demanded.

**(B)** Subject to the provisions of the Act, a poll may be demanded by:-

- a) the Chair, or
- b) at least three members having the right to vote at the meeting, or
- c) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

**(C)** Unless a poll is duly demanded a declaration by the Chair 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 that resolution.

**(D)** The demand for a poll may only be withdrawn with the consent of the Chair.

(E) No poll shall be demanded on the election of a Chair of a meeting, or on any question of adjournment.

**18.** A poll shall be taken at such time and place, and in such manner, as the Chair directs not being more than thirty days after the poll is demanded. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

**19.** In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.

**20.** The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which the poll was demanded.

**21.** A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in like form each executed by or on behalf of one or more members.

#### **VOTES OF MEMBERS**

**22.** Subject as hereinafter provided, every member shall have one vote.

**23.** Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of her membership, shall be entitled to vote on any question at any general meeting.

#### **MANAGEMENT COMMITTEE**

**24.** (A) The first members of the Management Committee of Trustees ('the Management Committee') shall be the subscribers to the Memorandum of Association who shall hold office until the conclusion of the first Annual General Meeting.

(B) The number of the members of the Management Committee shall never be less than seven and not more than seventeen persons.

**25.** After the first Annual General Meeting, the Management Committee shall consist of such persons (hereinafter called the "Committee Members") as may be appointed in accordance with the provisions of this article:-

(i) The London Borough of Lewisham shall be entitled to appoint up to two members of the Management Committee to hold office until the next succeeding Annual General Meeting of the Company, with power at any time to revoke any such appointment and/or to appoint some other person in substitution if the person appointed shall die, be removed from office, resign or have their appointment revoked;

(ii) The members of the Company shall be entitled at each Annual General Meeting by a majority vote of those members present elect such number of Committee Members as required to fill vacancies on the committee (excepting

- those places reserved for the London Borough of Lewisham in clause 25 (i)) provided that the total number of Committee Members shall not exceed the maximum stated in clause 24 (B).
- (iii) At each Annual General Meeting one-third of the Committee Members (or if their number is not three or a multiple of three, the nearest to one-third) not including those Committee Members appointed under clause 25 (i)) shall retire from office by rotation.
  - (iv) The Committee Members to retire by rotation every year shall be those who have been longest in office since their last election but as between persons who became Committee Members on the same day those to retire (unless they otherwise agree among themselves) shall be determined by lot.
  - (v) A retiring Committee Member shall be eligible for re-election or re-appointment.
  - (vi) If a retiring Committee Member offers themselves for re-election to a vacancy at the Annual General Meeting and the number of the candidates for election to the vacancies does not exceed the number of vacancies on the Management Committee, that member is deemed to be re-elected.
  - (vii) Each of the Committee Members appointed by the London Borough of Lewisham under clause 25 (i) shall be deemed to be re-appointed at the next following Annual General Meeting unless they have indicated their unwillingness to be re-appointed or unless some other person has been appointed in their place.
  - (viii) No person other than a Committee Member retiring at the meeting shall unless recommended by the Committee Members be eligible for election to the office of Committee Member at any general meetings by the members unless, not less than three nor more than twenty-one days before the date appointed for the meeting, there shall have been left with the Secretary of the Company notice in writing signed by a person duly authorised on behalf of a member of the Company of their intention to propose such a person for election, and also in notice in writing signed by that person of their willingness to be elected.
  - (ix) persons co-opted under the provisions of Article 27 below.

**26.** The Management Committee may invite any person to attend and speak at its meetings as an adviser or observer but such person shall not be entitled to vote and shall not be considered a member of the Management Committee as defined in Article 1.

**27.** (A) The Management Committee may co-opt any person, whether or not a member of the Company, to membership of the Management Committee until the conclusion of the Annual General Meeting next following, provided that the number total number of Committee Members shall not at any time exceed the number fixed in accordance with these Articles.

(B) A person whose co-opted membership of the Management Committee has terminated shall be eligible for co-option again at any time.

(C) The Committee may by Ordinary Resolution, of which special notice has been given in accordance with the relevant Acts, remove any Committee Member before the expiration of their period of office.

**28.** Subject to the provisions of these Articles, the Company may from time to time in general meeting increase the number of members of the Management Committee and may make the appointments necessary for effecting any such increase.

### **HONORARY OFFICERS**

**29.** (A) The Officers of the Company shall consist of the Chair, Secretary and Treasurer elected by the Management Committee as it thinks fit from amongst its own members.

(B) The Honorary Officers of the Company shall consist such Honorary Officers (such as a Deputy Chair or Honorary Financial Adviser) elected from amongst its own members or appointed by the Management Committee as it thinks fit.

(C) Except for the Company's first Officers (who shall be, or be appointed by, the first members of the Management Committee until the first Annual General Meeting), all Officers and Honorary Officers except the Chair shall be elected or appointed as relevant at the first Committee meeting next following the Annual General Meeting and shall hold office unless and until removed by the Management Committee.

**30.** The Management Committee may appoint persons to fill any casual vacancies for Officers or Honorary Officers which occur during the year.

### **POWERS OF THE MANAGEMENT COMMITTEE**

**31.** (A) The business of the Company shall be managed by the Management Committee subject to the provisions of the Act, the Memorandum and Articles and to any directions given by special resolution. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Management Committee which would have been valid if that alteration had not been made or that direction had not been given.

(B) The Management Committee may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as it thinks fit.

(C) A meeting of the Management Committee at which a quorum is present may exercise all powers exercisable by the Management Committee.

**32.** The Management Committee shall have power to make, repeal and amend Regulations for any matter concerned with the administration of the affairs of the Company and in particular for the conduct of meetings, provided they are not

inconsistent with these Articles. Such Regulations, and any repeals and amendments, shall have effect until set aside by the Management Committee or at a General Meeting.

**33.** The member or members for the time being of the Management Committee may act notwithstanding any vacancy in their body; but if the number of members of the Management Committee shall at any time be less than the minimum prescribed by or in accordance with these Articles, she or they may act as the Management Committee only for the purpose of admitting persons to membership of the Company, filling vacancies or calling a general meeting.

#### **THE SEAL**

**34.** The common seal of the Company (if any) shall only be used by the authority of the Management Committee or of a sub-committee of the Management Committee authorised by the Management Committee. The Management Committee may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a member of the Management Committee and by the Secretary or by a second member of the Management Committee.

#### **DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE MANAGEMENT COMMITTEE**

**35.** The office of a member of the Management Committee shall be vacated if:-

- a) she ceases to be a member of the Management Committee by virtue of any provision of the Act or she becomes prohibited by law from being a member of the Management Committee; or
- b) she becomes bankrupt or makes any arrangement or composition with her creditors generally; or
- c) she is, or may be, suffering from mental disorder and either:-
  - (i) she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to her property or affairs; or
- d) she resigns her office by notice to the company; or
- e) she fails without reasonable excuse to attend three consecutive meetings of the Management Committee and the Management Committee resolves that her office be vacated; or

**36.** Nothing in these Articles shall prejudice the provisions of section 303 of the Act.

#### **PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

**37.** The Management Committee may regulate its proceedings as it thinks fit subject to the provisions of these Articles. It may determine the quorum necessary for

the transaction of business, provided that the quorum for meetings of the Management Committee shall never be less than four of the members of the Management Committee).

**38.** The Management Committee shall, as necessary, prepare, adopt and regularly review policies on equal opportunity, health and safety, confidentiality, handling complaints, and financial management, and such other policies as are recommended from time to time by statutory, regulatory or relevant advisory bodies.

**39.** (A) A member of the Management Committee may, and on the request of a member of the Management Committee the Secretary shall, call a meeting of the Management Committee by giving notice to all members of the Management Committee; but a member of the Management Committee who is absent from the United Kingdom shall not be entitled to notice of a meeting.

(B) Fourteen days' notice of any meeting of the Management Committee shall be given by the Secretary to all members of the Management Committee save that if any four members of the Management Committee decide that it is necessary to call a meeting of the Management Committee on shorter notice such a meeting may be called on four days' notice.

**40.** If at any meeting the Chair (or Deputy Chair) is not present within five minutes after the time appointed for the meeting or is unwilling to preside, the members of the Management Committee present shall choose one of their number to be Chair of the meeting.

**41.** All members of the Management Committee shall be entitled to vote, and any matters arising shall be determined by a simple majority of those present and voting. In case of an equality of votes the Chair shall have a second or casting vote.

**42.** (A) The Management Committee may appoint a Finance Committee and such other Special or Standing Committees as it may deem necessary from time to time and shall determine their terms of reference, powers, duration, quorum and membership provided that:

- i) no committee appointed under this Article shall be given power to co-opt more than one-quarter of its total membership.
- ii) no such committee shall have power to spend or commit the assets of the Company without the prior approval of more than one-half of its members being voting members of the Management Committee.
- iii) the proceedings of all such committees shall be minuted and reported to the meeting next following of the Management Committee.

(B) Regulations may from time to time determine the number of days' notice of the meetings of any such committees. In the event that the Regulations make no provision at all for such notice as aforesaid, fourteen days' notice of any committee meetings shall be given by the secretary of the committee to all members of the committee, save that if any four members of the committee decide that it is necessary to call a committee meeting on shorter notice such a meeting may be called on four days' notice.

**43.** All acts done in good faith by any meeting of the Management Committee or by any committee of the Management Committee, or by any person acting as a member of the Management Committee, shall, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuation in office of any such member or person acting as aforesaid, 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 had continued in office and was qualified to be a member of the Management Committee and had been entitled to vote.

**44.** A resolution in writing signed by all members for the time being of the Management Committee or of any committee of the Management Committee who are entitled to receive notice of a meeting of the Management Committee or of such committee shall be as valid and effectual as if it had been passed at a duly convened and constituted meeting of the Management Committee or of such committee (as the case may be). Such resolution in writing may consist of several documents in the like form each signed by one or more members of the Management Committee.

#### **MINUTES**

**45.** The Management Committee shall cause proper minutes to be made of:

- a) all appointments of officers made by the Management Committee; and
- b) all proceedings at meetings of the Company and of the Management Committee and of committees of the Management Committee, including the names of the members of the Management Committee present at such meetings.

Any such minutes of any meeting, if purporting to be signed by the Chair of that meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

#### **ACCOUNTS**

**46.** (A) The Management Committee shall cause proper accounts to be kept, audited or independently examined and made available to the members of the Company in accordance with the provisions of the Act.

(B) In addition to the above, the Treasurer or in their absence the Chair shall present to each meeting of the Management Committee a written statement of accounts which gives members a full and fair description of the Company's financial position.

**47.** Bank and/or Building Society accounts shall be opened in the name of the Company on such terms as the Management Committee shall decide. The Management Committee shall decide which of its members and staff may sign cheques or authorise electronic transfers on behalf of the Company, save that every cheque or electronic transfer in excess of £300 (or a sum agreed by the Management Committee from time to time,) must be signed or authorised by two persons, one of whom shall be a member of the Management Committee.

**48.** (A) The accounting records and other books or documents of the Company shall be kept at the registered office or at such other place or places as the Management Committee shall think fit, and shall always be open to the inspection of the members of the Management Committee.

(B) No member (other than a member of the Management Committee) shall (as such) have any right of inspecting any of the accounting records and other books or documents of the Company except as conferred by statute or authorised by the Management Committee or by the Company in General Meeting.

## **NOTICES**

**49.** Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Management Committee need not be in writing.

**50.** A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid envelope addressed to the member at her registered address as appearing in the register of members or by leaving it at that address.

**51.** A member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom at which notices may be given to her shall be entitled to have notices given to her at such address. Otherwise no such member shall be entitled to receive any notice from the Company.

**52.** A member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

**53.** Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

**54** All references in clause 51-55 shall be interpreted as appropriate to include electronic communication

## **DISSOLUTION**

**55.** Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## **INDEMNITY**

**56.** Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Management Committee may otherwise be entitled, every member of the Management Committee or other officer or auditor of the Association shall be indemnified out of the assets of the Company against any liability incurred by her in defending any proceedings, whether civil or criminal, in which judgement is



given in her favour or in which she is acquitted or in connection with any application in which relief is granted to her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### **INSURANCE**

**57.** The Management Committee shall have power to purchase and maintain for any Trustee such insurance as is permitted by clause 4 (s) of the Memorandum of Association.

