

**Articles of Association**

of

**The Wheatley Foundation Limited**

**(a Company Limited by Guarantee)**



## **Constitution of company**

1. The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of the Company.

## **Definitions**

2. In these articles:

**"2005 Act"** means the Charities and Trustee Investment (Scotland) Act 2005;

**"the Act"** means (subject to article 3) the Companies Act 2006 as amended from time to time;

**"conflict of interest"** includes a conflict of interest and duty, and a conflict of duties;

**"Conflict Situation"** means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any director has or could have a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the Company could take advantage of the property, information or opportunity);

**"electronic form"** has the meaning given in section 1168 of the Act;

**"Group"** means the Parent Organisation and any other entity which is a subsidiary or associate of the Parent Organisation;

**"Group Subsidiary RSL"** means any entity which is a Subsidiary or associate of the Parent Organisation and which is registered as a social landlord with the Scottish Housing Regulator from time to time;

**"Member"** means any person, firm, company or other organisation who is admitted to membership of the Company in accordance with these articles;

**"OSCR"** means the Office of the Scottish Charity Regulator;

**"Parent Organisation"** means Wheatley Housing Group Limited, a company limited by guarantee registered in Scotland (Registration Number SC426094) having its registered office at Wheatley House, 25 Cochrane Street, Glasgow, G1 1HL;

**"property"** means any property, heritable or moveable, real or personal, wherever situated;

**"Scottish Housing Regulator"** means the body corporate established under section 1 of the Housing (Scotland) Act 2010 known as the Scottish Housing Regulator, having its principal office at Highlander House, 58 Waterloo Street, Glasgow, G2 7DA;

**“Secretary”** means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary; and

**“Subsidiary”** has the meaning given in section 1159 of the Act and **“Subsidiaries”** shall be interpreted accordingly.

3. Any reference in these articles to a statutory provision (including, for the avoidance of doubt, a provision contained within a statutory instrument) shall be deemed to include any modification or re-enactment of that provision in force from time to time.
4. References in these articles to the singular shall be deemed to include the plural.

### **Objects**

5. The Company's objects are as follows:

- 5.1 To relieve those who are in need by reason of financial hardship, ill health, disability or other disadvantage (whether as a consequence of changes in welfare provision or otherwise; and including, without limitation, those who may be at risk of homelessness) by providing them with financial assistance and/or referring them for support (with the Company reimbursing the relevant organisation/agency, where the directors consider that appropriate, in respect of all or part of the cost of such support) to organisations and/or agencies external to the Group, including (where appropriate) those who provide money advice, debt advice, advice on welfare rights, social work support, food banks/food parcels or assistance with meeting energy costs;
- 5.2 To relieve unemployment by providing financial assistance to individuals who are in a state of poverty to enable them to access educational, training and/or work experience opportunities which will increase their prospects for obtaining paid employment;
- 5.3 To prevent and/or relieve poverty, advance education, advance the arts, advance health, advance citizenship and community development, advance public participation in sport, advance environmental protection or improvement and/or relieve those who are in need by reason of financial hardship, ill health, disability or other disadvantage, by developing, supporting (whether financially and/or through assisting with funding applications and/or by other means), co-ordinating and/or delivering a range of programmes and initiatives directed towards one or more of those aims;

in each case, to the extent that this would (a) promote or improve the economic, social or environmental well-being of those occupying the houses provided or managed by organisations within the Group (either alone, or along with other people) or (ii) promote or improve the economic, social or environmental well-

being of the areas in which houses provided by organisations within the Group are situated.

6. The Company's objects are restricted to those set out in article 5 (subject to article 7).
7. The Company may, subject to first obtaining the consent of OSCR, add to, remove or alter the statement of the Company's objects in article 5. On any occasion when it does so, it must give notice to the Registrar of Companies and the amendment will not be effective until that notice is registered on the Register of Companies.

### **Powers**

8. In pursuance of the objects listed in article 5 (but not otherwise), the Company shall have the following powers:
  - 8.1 to acquire and to take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the Company;
  - 8.2 to purchase, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company;
  - 8.3 to improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company;
  - 8.4 to sell, let, hire, license, give in exchange and otherwise dispose of all any part of the undertaking property, and rights of the Company;
  - 8.5 to lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person;
  - 8.6 to borrow money and give security for the payment of money by, or the performance or other obligations of, the Company or any other person;
  - 8.7 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
  - 8.8 to remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company and the wife, widow, relatives and dependants of any such individual who is or was at any time in the employment of the Company and the wife, widow, relatives and dependants of such any individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person;

- 8.9 to promote any private Act of Parliament, Provisional Order and other authority to enable the Company to carry out its objects, alter its constitution, achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's interests;
- 8.10 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession;
- 8.11 to enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charity, whether incorporated or unincorporated;
- 8.12 to give any debenture or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of;
- 8.13 to effect insurance against risks of all kinds;
- 8.14 to invest monies of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities;
- 8.15 to form or participate in forming bodies corporate whose activities may further one or more of the above objects or which may generate income to support the above objects, acquire and hold shares, stocks, debentures and other interests in such bodies corporate and carry out, in relation to any such body corporate which is a subsidiary of the Company, all such functions as may be associated with a holding company;
- 8.16 to establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Company and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on;
- 8.17 to amalgamate with any charity, incorporated or unincorporated, having objects altogether or in part similar to those of the Company;
- 8.18 to subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;

- 8.19 to transfer all or any part of the undertaking, property and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 8.20 to subscribe and make contributions to or otherwise support charities, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the Company or with the furtherance of its objects;
- 8.21 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;
- 8.22 to take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise;
- 8.23 to carry out these objects in any part of the world as principal, agent, contractor, member or in any other capacity and through an agent, contractor, sub-contractor, member or any person acting in any other capacity and either alone or in conjunction with others; and
- 8.24 to do anything which may be incidental or conducive to the attainment of the objects of the Company both within and outside the United Kingdom.

And it is declared that in this article 8, and throughout these articles: the expression "**charity**" shall mean a body which is either a "Scottish charity" within the meaning of the 2005 Act or a "charity" within the meaning of section 1 of the Charities Act 2011; and the expression "**charitable purpose**" shall mean a charitable purpose under section 7 of the 2005 Act which is also regarded as a charitable purpose in relation to the Taxes Acts.

#### **Restrictions on the use of the Company's Assets**

9. The income and property of the Company shall be applied solely towards promoting the Company's objects (as set out in article 5).
10. No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the Members of the Company, whether by way of dividend, bonus or otherwise. The provisions of this Article 10 will not prevent payments being made to the Parent Organisation for services provided by it to the Company.
11. No director of the Company shall be appointed as a paid employee of the Company, and no director shall hold any office under the Company for which a salary or fee is payable.
12. No benefit (whether in money or in kind) shall be given by the Company to any director except: (i) repayment of out-of-pocket expenses; or (ii) reasonable payment in return for particular services (not being of a management nature) actually rendered to the Company in accordance with the terms of article 46.

### **Membership**

13. The Parent Organisation shall be a Member of the Company. Prior written approval of the directors and of the Parent Organisation shall be obtained before any other persons are admitted to membership.

### **Cessation of Membership**

14. A Member may resign from the Company by giving written notice to the Secretary and shall cease to be a Member from the date of receipt of such notice.
15. A Member (other than the Parent Organisation) may be removed from the Company by a resolution passed by a majority of at least three-quarters of the votes cast at a general meeting of which not less than twenty-eight days' clear notice has been sent to the Member concerned and to all other Members. The notice shall specify the intention to propose such resolution and include the grounds on which it is proposed. The Member whose removal is proposed shall be entitled to attend and be heard at the meeting.
16. The rights of any Member shall be personal and shall not be transferable and shall (apart from the Parent Organisation) automatically cease if the Member, being a corporation, passes a resolution for winding-up (otherwise than for a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Member) or a court makes an order to that effect, or being an individual commits any act of bankruptcy, becomes incapable by reason of mental disorder or dies, or if the Member (whether a corporation or not) ceases to carry on its business or substantially the whole of its business, or becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed in relation to any of the assets of the Member or any analogous step is taken in connection with the Member's insolvency, bankruptcy or dissolution.
17. The cessations referred to in article 16 shall take place forthwith upon the occurrence of the events set out in article 16 without the need of notice being given to the Member concerned.

### **Liability of Members**

18. The liability of each Member is limited.
19. The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while it is a Member or within one year after it ceases to be a Member, for:
  - 19.1 payment of the Company's debts and liabilities contracted before it ceases to be a Member;
  - 19.2 payment of the costs, charges and expenses of winding up; and

19.3 adjustment of the rights of the contributories among themselves.

### **Register of Members**

20. The directors shall maintain a register of Members, setting out the full name and address of each Member, the date of admission to membership, and the date on which any person ceased to be a Member.

### **Accounting Records**

21. Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company. Such accounting records shall be open to inspection at all times by any director of the Company.

### **Voting**

22. At a general meeting, every Member shall have one vote.

23. On a poll, the Members present in person shall carry the following percentages of votes cast:

23.1 the Parent Organisation: 100% if there are no other Members present, 76% if there are other Members present; and

23.2 all other Members (if any): 24%

### **Number of directors**

24. The minimum number of directors shall be three and the maximum number shall be seven.

25. Not used

### **Appointment/removal of directors by Parent Organisation**

26. So long as the Parent Organisation is the sole Member, the Parent Organisation may, by notice in writing, signed by two of its board members and given to the Company (and subject to article 24):

26.1 appoint any person who is willing to act to be a director (either to fill a vacancy or as an additional director); or

26.2 remove any director before the expiration of his/her period of office (notwithstanding any agreement between the Company and him/her).

27. Any appointment or removal of a director under article 26 shall have effect from the date on which the relevant notice is given to the Company.

### **Disqualification and removal of directors**

28. A director shall vacate office if:

28.1 he/she ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;



- 28.2 he/she is sequestered;
- 28.3 he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity has continued, or is expected to continue, for a period of more than six months;
- 28.4 he/she resigns office by notice to the Company;
- 28.5 he/she is absent (without permission of the directors) from more than three consecutive meetings of directors and the directors resolve to remove him/her from office;
- 28.6 he/she is removed from office by resolution of the directors on the grounds that he/she is considered to have committed a material breach of the code of conduct for directors in force from time to time (as referred to in article 44); or
- 28.7 he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act.
29. A resolution under article 28.6 shall be valid only if:
- 29.1 the director who is the subject of the resolution is given reasonable prior written notice by the directors of the grounds upon which the resolution for his/her removal is to be proposed;
- 29.2 the director concerned is given the opportunity to address the meeting of directors at which the resolution is proposed, prior to the resolution being put to the vote; and
- 29.3 at least two thirds (to the nearest round number) of the directors then in office vote in favour of the resolution.
30. Not used.

### **Appointments to offices**

31. The Parent Organisation shall appoint any director as the Chair and shall appoint such other office bearers (if any) as the Parent Organisation may consider appropriate. Any such appointment shall be made by written notice to the Company, signed on behalf of the Parent Organisation by two of its board members.
32. A director shall not be eligible for appointment as Chair if he/she is the chair of the Parent Organisation.
33. Each office shall be held (subject to article 34) until the conclusion of the annual general meeting of the Parent Organisation which follows appointment. A director whose period of office expires under this article may be re-appointed to that office under article 31 (providing he/she is willing to act).

34. The appointment of any director to an office under article 31 shall terminate if he/she ceases to be a director or if he/she resigns from that office by notice to the Company.
35. If the appointment of a director to the office of Chair terminates, the Parent Organisation shall appoint another director to hold the office in his/her place in accordance with the provisions of article 31.

#### **Directors' interests**

36. Subject to the provisions of the Act and the 2005 Act and provided that he/she has obtained the prior approval of the Parent Organisation and has disclosed to the directors the nature and extent of any personal interest which he/she has (unless immaterial) and has complied with the code of conduct (as referred to in article 44), a director (notwithstanding his/her office):

- 36.1 may be a party to, or have some other personal interest in, any transaction or arrangement with the Company or any associated company;

- 36.2 may be a party to or have some other personal interest in, any transaction or arrangement in which the Company or any associated company, has an interest;

- 36.3 may be a director or secretary of, or employed by, or have some other personal interest in, any associated company; and

- 36.4 shall not, because of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such company

and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

37. For the purposes of the preceding article:

- 37.1 an interest of which a director has no knowledge and of which it is unreasonable to expect him/her to have knowledge shall not be treated as an interest of his/hers;

- 37.2 the references to "**associated company**" shall be interpreted as references to any subsidiary of the Company or any other company in which the Company has a direct or indirect interest; and

- 37.3 a director shall not be deemed to have a personal interest in any transaction or arrangement to which the Parent Organisation or any Group Subsidiary RSL is a party by reason only of the fact that he/she is an officer or employee of that body.

38. Without prejudice to article 36, a director may be an officer or employee of the Parent Organisation or any Group Subsidiary RSL and any direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Company arising from any such relationship with the Parent Organisation or (as the case may be) the relevant Group Subsidiary RSL in terms of section 175 of the Act is authorised and approved.
39. In addition to the authorisation given by article 38, the directors shall be entitled, for the purposes of section 175 of the Act, to authorise (by way of resolution to that effect) any Conflict Situation that may arise (such that the duty of the director concerned, under that section, to avoid conflicts of interest is not infringed) and to amend or vary any such authorisation. The directors may give such authorisation subject to such terms and conditions as they may consider appropriate and reasonable in the circumstances.
40. For the avoidance of doubt, articles 38 and 39 shall not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company. Any conflict of interest of that nature shall be governed by the provisions of articles 36, 37, 45 and 64 to 68 and the code of conduct referred to in article 44.
41. The directors shall procure that a register of directors' interests is maintained in accordance with the provisions in this regard contained in the code of conduct referred to in article 44.
42. The reference in article 36 to approval of the Parent Organisation shall be interpreted as a reference to approval by majority vote at a board meeting of the Parent Organisation, subject to the qualification that if, in the opinion of the Chair of the Company, there is an element of urgency attaching to the relevant transaction or arrangement and a significant period is likely to elapse between the date on which the application for approval is made and the date on which the next board meeting of the Parent Organisation is held, an approval on behalf of the Parent Organisation given in writing by the chair or vice chair of the Parent Organisation shall be deemed to satisfy the requirement under article 36 for the Parent Organisation's approval.

### **Conduct of directors**

43. Each of the directors shall, in exercising his/her functions as a director of the Company, act in the interests of the Company and, in particular, must:
  - 43.1 seek, in good faith, to ensure that the Company acts in a manner which is in accordance with its objects (as set out in article 5);
  - 43.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
  - 43.3 in circumstances giving rise to a conflict of interest or which may give rise to a conflict of interest between the Company and any other party: put the interests of the Company before that of the other party, in taking decisions as a director; and where any other duty prevents him/her from doing so, disclose the conflicting interest to the Company and refrain

- from participating in any discussions or decisions involving the other directors with regard to the matter in question;
- 43.4 ensure that the Company complies with any direction; requirement, notice or duty imposed on it by the Act or the 2005 Act; and
- 43.5 take such steps as are reasonably practicable for the purposes of ensuring: that any breach of a duty under this article 43 is corrected by the director concerned and not repeated; and that any director who has been in serious or persistent breach of any such duties is removed as a director in terms of article 28.
44. Each of the directors shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board of directors from time to time. For the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of directors contained in these articles, and the relevant provisions of these articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

#### **Directors' remuneration and expenses**

45. No director may serve as an employee (full time or part time) of the Company, and no director may be given any remuneration by the Company for carrying out his/her duties as a director .
46. Where a director provides services to the Company or might benefit from any remuneration paid to a connected party for such services, then:
- 46.1 the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
- 46.2 the directors must be satisfied that it would be in the interests of the Company to enter into the arrangement (taking account of that maximum amount); and
- 46.3 less than half of the directors must be receiving remuneration from the Company (or benefit from remuneration of that nature).
47. The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the Members or otherwise in connection with the discharge of their duties.

#### **Powers of directors**

48. Subject to the provisions of the Act and these articles, and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company.
49. No alteration of these articles and no direction given by special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given.

50. The powers conferred by article 48 shall not be limited by any special power conferred on the directors by these articles.
51. A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

### **Proceedings of directors**

52. Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit.
53. Any director may call a meeting of the directors or request the Secretary to call a meeting of the directors.
54. Questions arising at any meeting of directors shall be decided by a majority of votes.
55. In the case of an equality of votes, the chairperson of a meeting of directors shall have a second or casting vote.
56. The quorum for the transaction of the business of the directors shall be two.
57. If the quorum required under article 56 is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
58. The continuing directors or a sole continuing director may act notwithstanding vacancies, but if the number of remaining directors is less than the number fixed as the quorum they may act only for the purpose of making arrangements for the filling of vacancies or for the purpose of calling a general meeting.
59. Unless he/she is unwilling to do so, the Chair of the Company shall preside as chairperson at every meeting of directors at which he/she is present. If the Chair of the Company is unwilling to act as chairperson of a meeting of directors or is not present within 15 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairperson of the meeting.
60. A director may participate in a meeting of the directors or a meeting of a committee of directors by means of conference telephone, video conferencing facility or similar communications equipment whereby all the directors participating in the meeting can hear each other. A director participating in a meeting in this manner shall be deemed to be present in person at the meeting.
61. The directors shall be entitled to allow any person to attend and speak (but not vote) at any meeting of the directors. A person invited to attend a meeting of the directors under the preceding provisions of this article shall not be entitled to exercise any of the powers of a director, and shall not be deemed to constitute a director for the purposes of the Act or any provision of these articles.

62. All acts done by a meeting of directors or by a meeting of a committee of directors or by a person acting as a director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any director or that any of them was disqualified from holding office or had vacated office or was 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 director and had been entitled to vote.
63. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. It may consist of several documents in the same form, each signed by one or more directors.
64. Subject to article 66, a director shall not vote at a meeting of directors or at a meeting of a committee of directors on any resolution concerning a matter in which he/she has, directly or indirectly, a personal interest or duty (unless immaterial) which conflicts or may conflict with the interests of the Company.
65. For the purposes of the preceding article,
- 65.1 an interest of a person who is taken to be connected with a director for any purpose of the Act, shall be treated as a personal interest of the director; and
- 65.2 a director shall (subject to article 66) be deemed to have a personal interest in relation to a particular matter if a body in relation to which he/she is an employee, director, member of the management committee, officer or elected representative has a personal interest in that matter.
66. A director shall not be debarred from voting in relation to any matter in which the Parent Organisation or a Group Subsidiary RSL has an interest by reason only of the fact that he/she is an officer or employee of the Parent Organisation or (as the case may be) an officer or employee of the relevant Group Subsidiary RSL; but on the basis that in exercising his/her voting rights in respect of any such matter, he/she must comply with the provisions of articles 43 and 44 (and including, without limitation, the duty to put the interests of the Company before the interests of the Parent Organisation, or (as the case may be) the interests of the relevant Group Subsidiary RSL, in taking decisions in respect of that matter).
67. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
68. The Parent Organisation may, by issuing a notice to the Company to that effect, suspend or relax to any extent, either generally or in relation to any particular matter, the provisions of articles 64 to 67.

69. If a question arises at a meeting of directors or at a meeting of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairperson of the meeting. His/her ruling in relation to any director other than himself/herself shall be final and conclusive.

#### **Delegation to committees of directors and holders of offices**

70. The directors may delegate any of their powers to any committee consisting of two or more directors. They may also delegate to the Chair or a director holding any other office such of their powers as they consider appropriate.
71. Any delegation of powers under article 70 may be made subject to such conditions as the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
72. Subject to any condition imposed in pursuance of article 71, the proceedings of a committee consisting of two or more directors shall be governed by the articles regulating the proceedings of meetings of directors so far as they are capable of applying.
73. In addition to their powers under article 70, the directors may delegate their powers to any committee consisting of one or more directors and such other individuals (who need not be directors or employees of the Company) as the directors may consider appropriate. The provisions of articles 71 and 72 shall apply in relation to any such committee, subject to the qualification that the role of any committee formed under the preceding provisions of this article shall be limited (except to the extent that the directors otherwise determine) to the issue of reports and recommendations for consideration by the board of directors.

#### **Company secretary**

74. The directors may (notwithstanding the provisions of the Act) appoint a Secretary. The Secretary may be removed by the directors at any time.

#### **Minutes**

75. The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the directors and meetings of committees of directors. A minute of a meeting of directors or of a committee of directors shall include the names of the directors present, and the minutes of each meeting shall be signed by the chairperson of that meeting.

#### **Notices**

76. Any notice to be given in pursuance of these articles shall be given either in writing or by way of electronic means.
77. The Company may give any notice to a Member either personally or by sending it by post in a pre-paid envelope addressed to the Member at its registered address or by leaving it at that address. In the case of a Member which has notified the Company of an electronic address to be used for this purpose, the Company may give any notice to that Member by way of electronic means.

78. A Member may give any notice to the Company either by sending it by post in a pre-paid envelope addressed to the Company at its registered office or by leaving it, addressed to the Company secretary, at the Company's registered office or (where the Company has notified the Member of an electronic address to be used for this purpose) by way of electronic means.
79. Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting. For the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
80. Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent. For the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.
81. A Member present or represented 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.

#### **Winding-up**

82. If upon the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the Members of the Company. That property shall instead be transferred to another charity or charities (whether incorporated or unincorporated) whose charitable purposes are similar (wholly or in part) to the charitable purposes of the Company.
83. The charity or charities to which property is transferred under article 82 shall be determined by the Members of the Company at or before the time of dissolution or, failing such determination, by such court as may have jurisdiction at the time.
84. To the extent that effect cannot be given to the provisions of articles 82 and 83, the relevant property shall be applied to some other charitable purpose or purposes.

#### **Indemnity**

85. Every director or other officer or auditor of the Company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the Company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office including, without prejudice to that generality (but only to the extent permitted by those sections of the Act), any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.



86. For the avoidance of doubt, the Company shall be entitled to purchase and maintain for any director insurance against any loss or liability which any director or other officer of the Company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).