

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION
OF
THE GREGYNOG TRUST

Each subscriber to this Memorandum of Association wishes to form a company under the
Companies Act 2006 and agrees to become a member of the company

Name of Each Subscriber	Authentication
JOHN JAMES TURNER	Authenticated Electronically
ROBERT KENDALL MEYRICK	Authenticated Electronically
CAROLE-ANNE DAVIES	Authenticated Electronically
JANE ELIZABETH SIBERRY	Authenticated Electronically
JANET LEWIS	Authenticated Electronically
ANDREW MICHAEL JEDWELL	Authenticated Electronically

Date: 14 November 2016

COMPANY NOT HAVING A SHARE CAPITAL
Articles of Association for a Charitable Company
Articles of Association of The Gregynog Trust

1 **The company's name is The Gregynog Trust** (and in this document it is called the 'Trust').

2. **Interpretation**

In the articles:

'**address**' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Trust;

'the **articles**' means the Trust's articles of association;

'the **Board**' means the board of management of the Trust comprised of the Trustees;

'**clear days**' in relation to the period of a notice means a 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 **Commission**' means the Charity Commission for England and Wales;

'**Companies Acts**' means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Trust;

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

'**electronic form**' has the meaning given in section 1168 of the Companies Act 2006;

'**Gregynog Estate**' means the land and the premises at Tregynon, near Newtown, Powys, SY16 3PW;

'**Gregynog Hall**' means the mansion house situated on and forming part of the Gregynog Estate;

'**Margaret Davies Charity**' means the charity registered with the Commission for England and Wales with the charity number 235589;

'the **Members**' means the Trustees and such other persons as from time to time the Trustees may appoint in accordance with Article 12

'the **memorandum**' means the Trust's memorandum of association;

'**officers**' includes the Trustees and the secretary (if any);

'the **seal**' means the common seal of the Trust if it has one;

'**secretary**' means any person appointed to perform the duties of the secretary of the Trust;

'the **Trust**' means the company intended to be regulated by the articles;

'**the Trustees**' means the directors of the Trust. The directors are charity trustees as defined by section 177 of the Charities Act 2011;

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

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Trust.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3. Liability of members

The liability of the members in that capacity is limited to a sum not exceeding £10, being the amount that each member undertakes to contribute to the assets of the Trust in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

1. payment of the Trust's debts and liabilities incurred before he, she or it ceases to be a member;
2. payment of the costs, charges and expenses of winding up; and
3. adjustment of the rights of the contributories among themselves.

Nothing in this Article 3 shall be taken as affecting the liability of those Members, who are also Trustees, in their capacity as Trustees.

4. Objects

The Gregynog Trust's objects ("Objects") are, for the public benefit without distinction of age, race, gender or political, religious or other opinion:

1. to conserve, develop, maintain and improve the natural and historical environment of Gregynog Hall and Gregynog Estate, and
2. to advance the arts, culture and heritage, and
3. to advance education, and
4. to advance protection and improvement of the environment, and
5. to contribute to the improvement of the conditions of life for people within and beyond Wales by providing facilities in the interest of social welfare for recreation and leisure time occupation, and
6. to further such other exclusively charitable objects as the Trust may from time to time determine.

5. Powers

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

1. to safeguard the Gregynog Estate for the public benefit and for future generations, by operating and developing the Gregynog Estate in a sustainable way so as to:
 - a. protect the Gregynog Estate as an educational, academic, cultural, literary and environmental asset; and
 - b. promote the economic, social, cultural and intellectual well-being of the people of Wales;
2. to conserve for the public benefit and for future generations the collections at Gregynog Hall and to enhance, conserve and interpret these in accordance with the accepted codes of practice for museums, libraries and archives;

3. to conserve for the public benefit and for future generations the architectural heritage of Gregynog Hall and to enhance and conserve Gregynog Hall in accordance with the accepted codes of practice for building conservation;
4. to conserve for public benefit and future generations the fine press heritage associated with Gregynog Hall;
5. to promote for the benefit of the public and for future generations the conservation, protection and improvement of the gardens, landscape and woodlands of the Gregynog Estate, conserving its natural diversity;
6. to promote for the benefit of the public the advancement of education in all disciplines in such manner as the Trustees shall from time to time determine;
7. to develop and promote for the public benefit a cultural programme, covering musical, artistic and creative activities having regard to the artistic and cultural legacy of Gwendoline Elizabeth Davies and her sister Margaret Sydney Davies;
8. subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade provided that in doing so, the Trust does not undertake any taxable permanent trading activity and complies with any relevant statutory regulations;
9. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
10. to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
11. to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust including the Gregynog Estate. In exercising this power, the Trust must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
12. to borrow money and to charge the whole or any part of the property belonging to the Trust as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Trust must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
13. to give or receive guarantees or indemnities;
14. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
15. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
16. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
17. to promote or undertake study or research and disseminate the results of such research;
18. to produce, print and publish anything in any media;
19. to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
20. to make social investments in pursuance of the Objects by any means;
21. to promote and advertise the Trust's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government, local authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
22. to establish a trading subsidiary;

23. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
24. to employ and remunerate such staff as are necessary for carrying out the work of the Trust. The Trust may employ or remunerate a Trustee only to the extent it is permitted to do so by article 7 and provided it complies with the conditions in that article;
25. to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
26. to:
 - a. deposit or invest funds;
 - b. employ a professional fund-manager; and
 - c. arrange for the investments or other property of the Trust to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
27. to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
28. to pay out of the funds of the Trust the costs of forming and registering the Trust both as a company and as a charity, for constitutional changes; and
29. to do anything else within the law which helps promote the Objects.

6. Application of income and property

- 1 The income and property of the Trust shall be applied solely towards the promotion of the Objects.
- 2
 - a. A Trustee is entitled to be reimbursed from the property of the Trust or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Trust.
 - b. A Trustee may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
 - c. A Trustee may receive an indemnity from the Trust in the circumstances specified in article 43.
 - d. A Trustee may not receive any other benefit or payment unless it is authorised by article 7.
- 3 Subject to article 7, none of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Trust. This does not prevent a member who is not also a Trustee receiving:
 - a. a benefit from the Trust in the capacity of a beneficiary of the Trust;
 - b. reasonable and proper remuneration for any goods or services supplied to the Trust.

7. Benefits and payments to Trustees and connected persons

1 General provisions

No Trustee or connected person may:

- a. buy any goods or services from the Trust on terms preferential to those applicable to members of the public;

- b. sell goods, services, or any interest in land to the Trust;
- c. be employed by, or receive any remuneration from, the Trust;
- d. receive any other financial benefit from the Trust;

unless the payment is permitted by sub-clause (2) of Article 6 or by sub-clause (2) of this article, or is authorised by the court or the Commission. In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

2. Scope and powers permitting Trustees' or connected persons' benefits

- a. A Trustee or connected person may receive a benefit from the Trust in the capacity of a beneficiary of the Trust provided that a majority of the Trustees do not benefit in this way.
- b. A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Trust where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- c. Subject to sub-clause 3 of this article a Trustee or connected person may provide the Trust with goods that are not supplied in connection with services provided to the Trust by the Trustee or connected person.
- d. A Trustee or connected person may receive interest on money lent to the Trust at a reasonable and proper rate.
- e. A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Trust. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- f. A Trustee or connected person may take part in the normal trading and fundraising activities of the Trust on the same terms as members of the public.

3. Payment for supply of goods only - controls

The Trust and its Trustees may only rely upon the authority provided by sub-clause 2(c) of this article if each of the following conditions is satisfied:

- a. The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Trust or its Trustees (as the case may be) and the Trustee or connected person supplying the goods (the '**supplier**') under which the supplier is to supply the goods in question to or on behalf of the Trust.
- b. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- c. The other Trustees are satisfied that it is in the best interests of the Trust to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
- d. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Trust.
- e. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
- f. The reason for their decision is recorded by the Trustees in the minute book.
- g. A majority of the Trustees then in office are not in receipt of remuneration or

payments authorised by article 7.

- 4 In sub-clauses 2 and 3 of this article:
 - a. **'Trust'** includes any company in which the Trust:
 - i holds more than 50% of the shares; or
 - ii controls more than 50% of the voting rights attached to the shares; or
 - iii has the right to appoint one or more Trustees to the board of the company.
 - b. **'connected person'** includes any person within the definition in article 47 "Interpretation".

8. Declaration of Trustees' interests

A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal interest (including but not limited to any personal financial interest).

9. Conflicts of interests and conflicts of loyalties

- 1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
 - a. the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - b. the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - c. the unconflicted Trustees consider it is in the interests of the Trust to authorise the conflict of interests in the circumstances applying.
- 2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

10. Alterations to these Articles

- 1 No alterations to these Articles may be made which would cause the Trust to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a general meeting or by a written special resolution. A special resolution will be validly passed at a general meeting if the Trust gives the members at least 14 clear days' notice of the intention to pass a special resolution at the meeting and at least 75 per cent. of those voting at the meeting vote in favour of the resolution. Such a special resolution may be passed on shorter notice if 90 per cent. of the total number of members having the right to vote agree to such short notice.
- 2 Alterations may only be made to:
 - a. the Objects; or
 - b. to any clause in these Articles which directs the application of property on dissolution; or
 - c. to any clause in these Articles which gives Trustees any benefit,

with the Commission's prior written consent where this is required by law.

- 3 The Trust shall inform the Commission and Companies House of any alterations to the Articles and all future copies of the Articles issued must contain the alterations.
- 4 Alterations may also require the consent of other bodies.

11. Rights of Inspection

A copy of the Articles and any regulations must be available for inspection by the members of the Trust at the Office or at a single alternative inspection location if applicable. Any member who requests a copy of the Articles of Association must be sent a copy.

12. Members

- 1 The members of the Trust shall be the Trustees and such other persons as from time to time the Trustees shall appoint
- 2 Membership is personal and is not transferable.
- 3 The Board must keep a register of names and addresses of the members.

13. Termination of membership

Membership is terminated if:

- 1 the member dies;
- 2 the member resigns by written notice to the Trust unless, after the resignation, there would be less than two members;
- 3 any sum due from the member to the Trust is not paid in full within six months of it falling due;
- 4 the member fails to respond in writing within 60 days of being sent a notice in writing requesting confirmation that they wish to remain a member and the Board resolves to end membership. The notice must contain a warning that membership may be ended;
- 5 the member is removed from membership by a resolution of the Board that it is in the best interests of the Trust that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
 - a. the member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
 - b. the member or, at the option of the member or the member's representative (who need not be a member of the Trust) has been allowed to make representations to the meeting.
- 6 in the case of a member who is a member by virtue of being a Trustee, membership ceases automatically when that member ceases to be a Trustee unless the Board resolves to allow that person to continue to be a member.

14. General meetings

- 1 The Trust must hold its first annual general meeting within eighteen months after the date of its incorporation.

- 2 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- 3 The Board may call a general meeting at any time.

15. Notice of general meetings

- 1 The minimum period of notice required to hold a general meeting of the Trust is fourteen clear days
- 2 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 who together hold not less than 90 per cent. of the total voting rights.
- 3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 23.
- 4 The notice must be given to all the members and to the Trustees and auditors.
- 5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Trust.

16. Proceedings at general meetings

- 1 No business shall be transacted at any general meeting unless a quorum is present.
- 2 A quorum is:
 - a. three members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or
 - b. one third of the total membership at the time;whichever is the greater.

17. Adjournment if no quorum

- 1 If:
 - a. a quorum is not present within half an hour from the time appointed for the meeting; or
 - b. during a meeting a quorum ceases to be present;the meeting shall be adjourned to such time and place as the Board shall determine.
- 2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.
- 3 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

18. Chairman of a general meeting

- 1 General meetings shall be chaired by the person who has been appointed to chair meetings of the Board.
- 2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

19. Adjournment of a general meeting

- 1 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

20. Voting on resolutions

- 1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
 - a. by the person chairing the meeting; or
 - b. by not less than five members present in person or by proxy and having the right to vote at the meeting; or
 - c. by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 2
 - a. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
 - b. The result of the vote must be recorded in the minutes of the Trust but the number or proportion of votes cast need not be recorded.
- 3
 - a. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
 - b. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 4
 - a. A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
 - b. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 5
 - a. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
 - b. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
 - c. The poll must be taken within thirty days after it has been demanded.
 - d. If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
 - e. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

21. Content of proxy notices

- 1 Proxies may only validly be appointed by a notice in writing (a '**proxy notice**')
which –
 - a. states the name and address of the member appointing the proxy;
 - b. identifies the person appointed to be that member's proxy and the general

meeting in relation to which that person is appointed;

- c. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine; and
 - d. is delivered to the Trust in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 2 The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
 - 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
 - 4 Unless a proxy notice indicates otherwise, it must be treated as:
 - a. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - b. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

22. Delivery of proxy notices

- 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Trust by or on behalf of that person.
- 2 An appointment under a proxy notice may be revoked by delivering to the Trust a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

23. Written resolutions

- 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. a copy of the proposed resolution has been sent to every eligible member;
 - b. 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; and
 - c. it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

24. Votes of members

- 1 Every member including the chairman of the meeting (if he is a member) shall have one vote at general meetings. The chairman of the meeting does not have a casting vote at general meetings.
- 2 Any objection to the qualification of any voter must be raised at the meeting at

which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

- 3 The auditor or reporting accountant has the right to attend general meetings and to speak at general meetings on any part of the business of the meeting which concerns him as an auditor or reporting accountant.
- 4 A Trustee shall have the same rights as members to attend and speak at general meetings but shall not be entitled to vote at general meetings save in his capacity as member.

25. Trustees

- 1 A Trustee must be a natural person aged 16 years or older.
- 2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of article 29.
- 3 The minimum number of Trustees shall be five (5).
- 4 The first Trustees shall be those people named in Form IN01 filed under Section 9 of the Companies Act 2006 and sent to the Registrar of Companies or as otherwise authenticated electronically when the Trust is formed or as subsequently appointed by them.

26. Powers of Trustees

- 1 The Trustees shall manage the business of the Trust and may exercise all the powers of the Trust unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution.
- 2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

27. Retirement of Trustees

- 1 At each of the first four annual general meetings following formation of the Trust one-quarter of the Trustees or, if their number is not four or a multiple of four, the number nearest to one-quarter, must retire from office.
- 2 In the first four years the Trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any Trustees became or were appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 3 If a Trustee is required to retire at an annual general meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.
- 4 Any Trustee retiring who has completed eight (8) years' or more continuous service may not be re-elected until they have been out of office for three years unless the Board resolves by a majority of 75% of the other Trustees present and voting that it considers that such further appointment would be in the best interest of the Trust and the reasons for approving such resolutions are recorded in the minutes of a duly constituted meeting of the Board.

28. Appointment of Trustees

- 1 Apart from the first Trustees, Trustees shall be appointed by ordinary resolution at a properly convened meeting of the Trust for a term of four years and are eligible for re-election for a further term of four years.
- 2 The members, when considering appointing a person as a Trustee pursuant to article 28 must have regard to the skills, knowledge and experience needed for the effective administration of the Trust.

- 3 No person other than a Trustee retiring by rotation may be appointed a Trustee at any general meeting unless:
 - 1 he or she is recommended for re-election by the Board; or
 - 2 not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Trust is given a notice that:
 3. is signed by a member entitled to vote at the meeting;
 4. states the member's intention to propose the appointment of a person as a Trustee;
 5. contains the details that, if the person were to be appointed, the Trust would have to file at Companies House; and is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 4 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation.
 - 1 The Board may appoint a person who is willing to act to be a Trustee.
 - 2 A Trustee appointed by a resolution of the Board must retire at the next annual general meeting and that period in office shall not be taken into account in determining that Trustee's length of service if elected.
- 6 The appointment of a Trustee, whether by the Trust in general meeting or by the Board, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

29. Disqualification and removal of Trustees

A Trustee shall cease to hold office if he or she:

- 1 becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 2 ceases to be a Trustee by virtue of any provision in the Companies Acts and the Company Directors Disqualification Act 1986 or is prohibited by law from being a Trustee;
- 3 is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
- 4 ceases to be a member of the Trust;
- 5 breaches his duties under the Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75 per cent. of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting;
- 6 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 7 resigns as a Trustee by notice to the Trust (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
- 8 is absent without the permission of the Board from all their meetings held within a period of six consecutive months and the Board resolve that his or her office be vacated;
- 9 is removed from office by a resolution of at least 75 per cent. of the other Trustees present and voting at a Board meeting at which at least half of the serving Trustees are present provided that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting; or

10 dies.

30. Remuneration of Trustees

The Trustees must not be paid any remuneration unless it is authorised by article 7.

31. Proceedings of Board

1 The Board may regulate their proceedings as they think fit, subject to the provisions of the articles.

2 Any Trustee may request the Chairman or the secretary to call a meeting of the Board.

3 The secretary must call a meeting of the Board if requested to do so by a Trustee by giving 7 clear days notice unless a shorter notice period is agreed by the Board.

4 The Board shall hold a minimum of three (3) meetings per annum.

5 Questions arising at a meeting shall be decided by a majority of votes.

6 A meeting may be held in person, by telephone, or by other suitable electronic means agreed by the Board in which each participant may communicate with all the other participants.

32. Quorum

1 No decision may be made by a meeting of the Board unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Board in which a participant or participants may communicate with all the other participants.

2 The quorum shall be three or the number nearest to one-third of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Board.

3 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.

4 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

33. Chair

1 The Board shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.

2 If no-one has been appointed to chair meetings of the Board or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

3 The person appointed to chair meetings of the Board shall have no functions or powers except those conferred by the articles or delegated to him or her by the Board.

34. Written agreement to resolution

1 A resolution in writing or in electronic form agreed by all of the Trustees entitled to receive notice of a meeting of the Board and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

35. Delegation

- 1 The Board may delegate any of their powers or functions provided that the terms of any delegation is recorded in the minute book.
- 2 The Board may revoke or alter a delegation.
- 3 All acts and proceedings of any committees or individuals to whom powers or functions are delegated must be fully and promptly reported to the Board.

36. Validity of Trustees' decisions

- 1 Subject to article 36.2, all acts done by a meeting of the Board, or of a committee of the Board, shall be valid notwithstanding the participation in any vote of a Trustee:
 - a. who was disqualified from holding office;
 - b. who had previously retired or who had been obliged by the constitution to vacate office;
 - c. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;if without:
 - d. the vote of that Trustee; and
 - e. that Trustee being counted in the quorum;the decision has been made by a majority of the Trustees at a quorate meeting.
- 2 Article 36.1 does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Board or of a committee of the Board if, but for article 36.1, the resolution would have been void, or if the Trustee has not complied with article 8.

37. Seal

If the Trust has a seal it must only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board 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 (if any) or by a second Trustee.

38. Minutes

The Board must keep minutes of all:

- 1 appointments of officers made by the Board;
- 2 proceedings at meetings of the Trust;
- 3 meetings of the Board and committees of Trustees including:
 - a. the names of the Trustees present at the meeting;
 - b. the decisions made at the meetings; and
 - c. where appropriate the reasons for the decisions.

39. Accounts

- 1 The Board must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 2 The Board must keep accounting records as required by the Companies Act.

40. Annual Report and Return and Register of Charities

- 1 The Board must comply with the requirements of the Charities Act 2011 with regard

to the:

- a. transmission of a copy of the statements of account to the Commission;
 - b. preparation of an Annual Report and the transmission of a copy of it to the Commission;
 - c. preparation of an Annual Return and its transmission to the Commission.
- 2 The Board must notify the Commission promptly of any changes to the Trust's entry on the Central Register of Charities.

41. Means of communication to be used

- 1 Subject to the articles, anything sent or supplied by or to the Trust under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Trust.
- 2 Subject to the articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Board may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

42. Service of notices

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

- 1 must be in writing; or
- 2 must be given in electronic form.
- 3 The Trust may give any notice to a member either:
 - a. personally; or
 - b. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - c. by leaving it at the address of the member; or
 - d. by giving it in electronic form to the member's address.
 - e. by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 4 A member who does not register an address with the Trust or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Trust.
- 5 A member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 7 Proof that an electronic form of notice was given shall be conclusive where the Trust can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 8 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
 - a. 48 hours after the envelope containing it was posted; or
 - b. in the case of an electronic form of communication, 48 hours after it was sent.

43. Indemnity

1 The Trust may indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

2 In this article a 'relevant Trustee' means any Trustee or former Trustee of the Trust.

44. Rules

1 The Board may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Trust.

2 The bye laws may regulate the following matters but are not restricted to them:

- a. the admission of members of the Trust (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
- b. the conduct of members of the Trust in relation to one another, and to the Trust's employees and volunteers;
- c. the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
- d. the procedure at general meetings and meetings of the Board in so far as such procedure is not regulated by the Companies Acts or by the articles;
- e. generally, all such matters as are commonly the subject matter of company rules.

3 The Trust in general meeting has the power to alter, add to or repeal the rules or bye laws.

4 The Board must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Trust.

5 The rules or bye laws shall be binding on all members of the Trust. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

45. Disputes

If a dispute arises between members of the Trust about the validity or propriety of anything done by the members of the Trust under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

46. Dissolution

1 Upon the dissolution or winding up of the Trust, if the assets of the Trust are or have been sold, after all its debts and liabilities have been paid, or provision has been made for them, the net proceeds of such sale shall be applied or transferred to the Margaret Davies Charity or to such other charity as the trustees of the Margaret Davies Charity may direct for purposes similar to the Objects; or for use for particular purposes that fall within the Objects.

2 In any other circumstances (whether or not involving dissolution of the Trust), the assets of the Trust may only be transferred to a charity or charities for purposes similar to the Objects; or for use for particular purposes that fall within the Objects and on terms which replicate the provisions of Article 46.1, mutatis mutandis.

3 In no circumstances shall the net assets of the Trust be paid to or distributed among the members of the Trust (except to a member that is itself a charity).

47. Interpretation

In article 7, sub-clause 4.b of article 3 and sub-clause 2 of article 35 'connected person'

means:

- 1 a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- 2 the spouse or civil partner of the Trustee or of any person falling within sub-clause 1 above;
- 3 a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (1) or (2) above;
- 4 an institution which is controlled –
 - a. by the Trustee or any connected person falling within sub-clause 1, 2, or 3 above; or
 - b. by two or more persons falling within sub-clause 4.a, when taken together
- 5 a body corporate in which –
 - a. the Trustee or any connected person falling within sub-clauses 1 to 3 has a substantial interest; or
 - b. two or more persons falling within sub-clause 5.a who, when taken together, have a substantial interest.
 - c. Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.