



SHREWSBURY HOUSE COMMUNITY ASSOCIATION

BUSHMOOR CRESCENT, SHOOTERS HILL, LONDON SE18 3EG

CHARITY NO. 1011659

COMPANY NO. 02695822

GOVERNING DOCUMENT

MEMORANDUM & ARTICLES

Adopted on 26th February 2015

Amended by Special Resolution at an Annual
General meeting, 18th January 2018

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF SHREWSBURY HOUSE COMMUNITY ASSOCIATION

- 1 The name of the Association (hereinafter called “the Company”) is Shrewsbury House Community Association
- 2 The registered office of the Company will be situated in England.
- 3 The **Objects** of the Company shall be:
 - 3.a To promote the benefit of the inhabitants of the Shrewsbury House area and the surrounding neighbourhood of the Royal Borough of Greenwich without distinction of sex, sexual orientation, race or of political, religious or other opinions in accordance with the local authority’s equal opportunities policy, by associating together the said inhabitants and the local authority, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare, for recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants.
 - 3.b To secure the establishment of, a Community Centre (hereinafter called “the Centre”) and to maintain and manage the same (whether alone or in co-operation with any local authority or other person or body) in furtherance of these Objects.
 - 3.c The Centre shall be non-party in politics and non-sectarian in religion.
- 4 **POWERS** – In furtherance of the said Objects, but not further or otherwise, the Company shall have power to:
 - 4.a Purchase, take on lease or in exchange, hire or otherwise lawfully acquire such property or other rights and privileges as may be necessary for the promotion of its Objects and to construct, maintain or alter the same only, in the case of a lease, insofar as the Company is unrestricted or has covenanted under the terms of the relevant lease. Subject to any provisions restricting the use of the Company’s money herein contained

- 4.b Make regulations for the proper supervision, control and management of any property which may be so acquired;
- 4.c Raise funds and invite or receive donations and contributions, whether by subscription or otherwise PROVIDED THAT the Company shall not undertake or in any way engage in any permanent trading-activities in raising funds for its charitable Objects;
- 4.d Receive money on deposit or loan, in such manner as the Company may think fit subject to such consents or on such conditions as may be required by law;
- 4.e Invest money not immediately required for its Objects in or upon such investments, securities or property as the Company may think fit subject nevertheless to such conditions (if any) as may be required by law;
- 4.f Affiliate to the national Federation of Community organisations and other organisations with similar charitable Objects;
- 4.g Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.h Make any charitable donations either in cash or assets for the furtherance of the Objects of the Company;
- 4.i Employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- 4.j Insure and arrange insurance cover for and to indemnify its Officers, servants and voluntary workers 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 for;
- 4.k Subject to the provisions of clause 5 hereof, pay reasonable annual sums or premiums for or towards the provision of pensions for Officers or servants for the time being of the Company or their dependants;

- 4.l Pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 4.m Do all such other lawful things as shall further the above Objects or any of them.

5 RESOURCE MANAGEMENT

The income and property of the Company shall be applied solely towards the promotion of its Objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members 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 in this document shall prevent any payment in good faith by the Company

- 5a Of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion.
- 5b Of reasonable and proper remuneration for any service rendered to the Company by any member, Officer or servant of the Company who is not a trustee;
- 5c Of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- 5d Of reasonable and proper rent for premises demised or let by any member of the Company of trustee;
- 5e To any trustee of reasonable out-of-pocket expenses.

6. The **AREA OF BENEFIT** shall be the Royal Borough of Greenwich.

7. The **LIABILITY OF THE MEMBERS** is limited

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while s/he is a member, or within a year after s/he ceases to be a member, for payment of the debts and liabilities of the Company contracted before s/he ceases to be a member and of the costs, charges and expenses of the winding up, and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

8. Dissolution

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having Objects similar to the Objects of the Company, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable Object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association

Signatures, Names and Addresses of Subscribers

Dated _____

Witness to the above signatures

Names _____

Address _____

Occupation _____

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF SHREWSBURY HOUSE COMMUNITY
ASSOCIATION

1. INTERPRETATION

- 1.1 In these Articles and the Charity's Standing Orders, if not inconsistent with the subject or context the following words and phrases shall have the following meaning:

“The **Act**” means the Companies Acts 1985 and 1989 and the Companies Act 2006 (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity; and every statutory modification or re-enhancement thereof for the time being

‘**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 Charity;

‘**the Articles**’ means the Charity's Articles of association;

‘**Audit**’ means the examination of the Charity's financial accounts to the level required by the Charity Commission. This could be replaced by an Independent Examination.

‘**Board**’ the members of the time being of the Board of Trustees of the Charity appointed in accordance with Article 9.

‘**the Charity**’ means the Charity intended to be regulated by the Articles;

‘**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;

‘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;

‘the Memorandum’ means the Charity’s Memorandum of association;

‘members’ refers to a person or organisation registered as a member of the Charity in its register of members.

‘Objects’ the Object of the Charity set out in the Memorandum

‘Officers’ includes the Trustees and the secretary (if any);

‘Secretary’ means any person appointed to perform the duties of the Secretary of the Charity;

‘special resolutions’: A special resolution specifying a proposed change to the Memorandum and/or Articles of association of a Charity will need to be passed by the members of the Charity. That may be done:

- at a meeting of the members of the Charity; or
- in writing, in accordance with the provisions of section 288 of the Companies Act 2006.

‘the Trustees’ means the Trustees of the Charity. The Trustees are Charity trustees as defined by Section 97 of the Charities Act 1993 and by section 177 of the Charities Act 2011;

‘the United Kingdom’ means Great Britain and Northern Ireland; and

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

1.3 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 Charity.

- 1.4 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other mode of representing or reproducing words in visible form including fax and email
- 1.5 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.

1. OBJECTS

The Charity is established for the Objects expressed in Memorandum of Association.

2. MEMBERS

The number of members with which the Company proposes to be registered is 500, but the Board may from time to time register an increase of members.

3. MEMBERSHIP

3.1. The members of the Charity shall be as follows:

- a) the subscribers to the Memorandum of Association
- b) Individual Member – any individual aged eighteen years or over who lives or works in the area of benefit and whom the Board decides to admit to membership.
- c) Partnership Member – any local partner organisation which supports the Memorandum and Articles of Association and which the Board decides to admit to membership.

3.2 Membership is for a period of up to one year after which a new application for membership must be submitted to the Board along with the relevant subscription. Board shall have the right for good and sufficient reason to terminate the membership of any member Provided that the member concerned shall have the right to be heard before a final decision is made.

3.3. Reasons for terminating membership include:

- a) If the member dies or, if it is an organisation, ceases to exist;
- b) The member resigns by written notice to the Charity unless, after resignation, there would be less than two members.
- c) Any sum due from the member to the Charity is not paid in full within six months of it falling due
- d) The member is removed from the membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:
 - i The member has been given at least twenty-one days' notice in writing of the meeting to the Trustees at which the resolution will be proposed and the reasons why it is to be proposed.
 - ii The member or, at the option of the member, the members' representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

3.4 Members shall pay such **subscription** as agreed by the Board from time to time.

3.5 The Charity shall keep a **register of members** as required by the Act.

4. GENERAL MEETINGS

4.1. The Charity must hold its first annual general meeting within eighteen months after the date of its incorporation.

4.2. An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.

4.3. The Annual General Meeting shall be held at such time and place as the Board shall appoint and shall:

- a) present to each annual general meeting the report and accounts of the Charity for the preceding year

- b) Elect Trustees as required
- c) Approve the appointment of and the fixing of remuneration of the auditors.
- d) Transact any other business properly put to the meeting in accordance with the Memorandum and Articles.
- e) Receive such other reports and documents as may be required by law from time to time.

4.4 General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

4.5 The Board may whenever they think fit convene an Extraordinary General Meeting and such meetings shall also be convened on such requisition or, in default, may be convened by such requisitions as provided by the Act.

5. NOTICE OF GENERAL MEETINGS

5.1. The minimum periods of notice required to hold a general meeting of the charity are:

- a) twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution;
- b) fourteen clear days for all other general meetings.

5.2. A general meeting may be called by shorter notice if it is so agreed by a simple majority in number of members having a right to attend and vote at the meeting.

5.3. 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 43 of the Companies Act 2006.

5.4. The notice must be given to all the members and to the trustees and auditors.

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

6. PROCEEDINGS AT GENERAL MEETING:

6.1 Proceedings at an Annual General Meeting shall include

- a. The consideration of the reports of the board of trustees
- b. the consideration of the accounts, balance sheets, and the reports of the auditors,
- c. the election of members of the board of trustees and
- d. the appointment of and the fixing of remuneration of the auditors.

6.2 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 Charity.

6.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum at a General Meeting is 10 persons present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

An authorised representative of a partner organisation shall be counted in the quorum.

6.4 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon a requisition of members shall be dissolved; in any other case it shall be adjourned to the same place day and time in the next week or to such other place, date and time as the Board may determine.

6.5 The Chair, if any, of the Board shall chair every General Meeting of the Charity, or if there is no such person or if s/he shall not be present within 15 minutes after the time appointed for the holding of the meeting, the Trustees present shall elect one of their numbers to chair the meeting.

6.6 If no Trustee is present or willing to act then the members shall elect one of their member to chair the meeting.

6.7 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, but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 6.8 At any General meeting a resolution put to the vote of the meeting shall be decided on a show of hands among those entitled to vote unless a poll is demanded by at least two members present and entitled to vote at the meeting. Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the proceedings of the Charity shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 6.9 Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at a General Meeting shall be as valid and effective as if it had been passed at a General Meeting of the Charity duly convened and held. Such written resolution may consist of two or more documents in identical form signed by the members.

7. VOTES OF MEMBERS

- 7.1 Each member, as defined in article 3, is entitled to one vote. Partnership Members (3c) shall nominate one representative to vote on their behalf.
- 7.2 A partnership organisation must give written notice to the Charity of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The representative may continue to represent the organisation until written notice to the contrary is received by the Charity.
- 7.3 No person shall be entitled to vote at any General Meeting unless he/she/it shall have paid all monies owing by her/him/it to the Charity.

8. PROXY VOTES

Proxy votes and notices will be carried out according to the Charity's Memorandum and Articles.

- 8.1 Proxies may only be validly appointed by a notice in writing (a 'proxy notice'). The Charity will require proxy notices to be delivered on the Charity's own form which
 - a. States the name and address of the member appointing 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 manners as the Trustees may determine; and
 - d. Is delivered to the Charity in accordance with the Articles, and any instructions contained in the notice of the general meeting to which they relate.
- 8.2 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.
- 8.3 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.
- 8.4 Delivery of Proxy notices
 - a. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf

of the person by whom or on whose behalf the proxy notice was given.

- b. 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.
- c. If a proxy 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 on the appointer's behalf.

9. BOARD

9.1 The Board shall consist of up to fifteen Trustees, drawn from

- a. individual members
- b. local residents
- c. individuals who bring particular professional and other skills to the Board, as required and agreed by other Board members
- d. representatives from among the Partnership Members referred to in article 3.1. c)
- e. additional individuals co-opted at any time by the Board, whether members of the Charity or not who shall serve on the Board without the power to vote and may serve until the conclusion of the next Annual General Meeting.
- f. Board meetings are open to Local Authority officers, where appropriate, to act in an observer/advisory and non-voting capacity

10. RETIREMENT AND APPOINTMENT OF TRUSTEES ON THE BOARD

10.1 At the first annual general meeting all the Initial Subscribers must retire from office. At each subsequent annual general meeting one – third of the Board or, if their number is not three or a multiple of three, the number nearest to one-third, must retire from office. If there is only one Trustee s/he must retire

- 10.2 One third of the Board appointed at the Annual General Meeting shall retire annually but shall be eligible for re-election so long as they have not served longer than 3 years continuously, the Trustees so to retire being those who have been longest in office the same length of time those due to retire shall be chosen by lot. Trustees who have served for 5 years may stand for re-election after standing down for one year.
- 10.3. The methodology for retiring trustees shall be staggered by those who have been longest in office since their last appointment. If any Trustees became aware or were appointed Trustees at the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 10.4. 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.
- 10.5. Article 10.2. may be overruled by agreement of members at the Annual General meeting when to invoke Article 10.2 would leave the Board with insufficient members to allow the Board to function effectively. Such an agreement can only last until the next Annual General Meeting.
- 10.6. All general Members (Individuals and representatives of Partners) are eligible to seek election or can be nominated provided their general membership has been effective at least for 3 months prior to the election date.
- 10.7. Nominations for Trustee of the Board shall be in writing at least 5 days in advance of the election date, addressed to the Secretary of the Charity and shall be signed by the proposer and seconder and by the member nominated indicating a willingness to stand for election. No individual may stand if they are in debt to the Charity.
- 10.8. The Charity may by ordinary resolution, of which special notice has been given in accordance with section 303 of the Act, remove any member of the Board before the expiration of the period of office Provided that notice of the resolution and of the meeting convened to pass the same shall have been given to the member of the Board and

opportunity given to the member of the Board to address the meeting before the resolution is put to the vote.

10.9. Any vacancy on the Board may be filled either by election at an Extraordinary or Annual General Meeting, or by notifying members of a vacancy, seeking nominations and setting an election date.

- 10.9.a Notification of a vacancy will be posted online and displayed in the House for at least fourteen clear days.
- 10.9.b Nominations shall be in writing before the expiry of the fourteen day period, addressed to the Secretary of the Charity and shall be signed by the proposer and seconder members and by the nominee indicating a willingness to stand for election.
- 10.9.c Voting will take place on the sixth day following the expiry of the nomination period.
- 10.9.d If more than one nomination is received, election will be on the basis of a simple majority of completed voting forms received from those entitled to vote.
- 10.9.e Board members appointed in this way will be required to stand down and seek re-election at the next General Meeting.
- 10.9.f No individual may stand if they are in debt to the Charity.

11. POWERS AND DUTIES OF THE BOARD

11.1. The Board shall, within two weeks of the Annual General Meeting, elect a Chair, Vice-Chair, Honorary Secretary and Treasurer and any other Officers from the Board. The Board may remove any such Officers from post by a majority vote.

11.2 The Board shall have the following powers in the administration of the Charity:

- a) To elect by simple majority the executive officers of the Board being the Chair, Vice-Chair and Honorary Treasurer and Secretary.

- b) To remove from office by simple majority any executive officer or other member of the Board.
- c) To appoint and dissolve sub-committees of the Board
- d) To co-opt individuals to any of its sub-committees and the Board in a non-voting capacity to serve for such term as the Board shall decide.
- e) To invite any person or persons to attend Board meetings in a non-voting capacity.
- f) To exercise any powers of the Charity which are not reserved to a General Meeting of the Charity.
- g) To approve the engagement of all staff at such remuneration and on such terms as the Board shall from time to time determine provided that members of the Board may not be employed by the Charity
- h) To delegate to the executive officers of the Board any of the powers and responsibilities of the Board as the Board may decide from time to time.
- i) To delegate any of the Board's functions to the sub-committees of the Board and the executive committees of Sub-Committees and to determine the appointment and removal of the members of all such sub-committees and executive committees.

11.3 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies acts, the Articles or any special resolution.

11.4 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.

11.5 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.

11.6 All cheques and other negotiable instruments and all receipts for money paid to the Charity shall be signed, drawn, accepted, endorsed or otherwise executed in such a manner as the Board shall from time to time determine.

11.7. The Board shall cause minutes to be made of all proceedings of the Board and any sub-committees and lodged at the registered office of the charity

12. DELEGATION TO SUB-COMMITTEES

12.1. The Trustees may delegate any of their powers or functions to a sub-committee of three or more Trustees but the terms of any delegation must be recorded in the minute book.

12.2. The Trustees may impose conditions when delegating, including the conditions that:

- a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.

12.3 The Trustees may revoke or alter a delegation.

12.4 All acts and proceedings of any sub-committee must be fully and promptly reported to the Trustees.

12.5 A Trustee must absent him / 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 Charity and any personal interest (including but not limited to any personal financial interest).

13. DISQUALIFICATION AND REMOVAL OF TRUSTEES

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

- a. becomes bankrupt or makes any arrangement or composition with his/her creditors; or

- b. becomes prohibited from being a member of the Board by reason of any order made under section 295 of the Act; or
- c. becomes incapable by reason of mental disorder, illness or injury of managing or administering his/her property and affairs; or
- d. resigns office by written notice to the Charity; or
- e. is directly or indirectly interested in any contract with the Charity and fails to declare an interest as required by section 317 of the Act; or
- f. is absent from three consecutive meetings of the Board without prior agreement of the Board and the Board resolve that he/she should cease to be a Trustee of the Board; or
- g. is removed in accordance with the provisions of article 20; or
- h. is an individual member or represents an Affiliated Group member who has a debt to the Charity which is older than six months.

14. DECLARATION OF TRUSTEES' INTERESTS

A trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not previously been declared. A trustee must absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest). Members should have signed the full declaration as required by the Charity Commission.

15 CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES

15.1 Each Trustee shall at all times comply with his/her obligation to disclose the nature and extent of his/her interest in any proposed or existing transactions and arrangements with the Charity under Sections 177 and 182 of the 2006 Act.

For the purposes of this Article, an 'interest' includes both a direct and an indirect interest.

15.2 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 interest 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 charity to authorise the conflict of interests in the circumstances applying.

15.3 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.

16 PROCEEDINGS OF THE BOARD

16.1. The Board shall call at least two meetings a year of the members for the purpose of discussing the running of Shrewsbury House and to give such representatives an opportunity of making suggestions for its improvement.

16.2. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. The Secretary may and at the request of any two members of the Board shall call at any time a meeting of the Board. It shall not be necessary to give notice of a meeting to any Trustee of the Board for the time being out of the United Kingdom.

- 16.3. The quorum necessary for the transaction of all Board business shall be five.
- 16.4 In the case of an equality of votes, the Chair shall be entitled to a second or casting vote.
- 16.5. The Board may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number for the time being necessary for a quorum, the Board may act for the purpose of summoning a General Meeting of the Charity, but for no other purpose.
- 16.6. A resolution in writing or received by electronic communication signed by all Trustees of the Board entitled to receive notice of a meeting shall be as valid and effectual as if it had been passed by a meeting of the Board duly convened and held.

17 VALIDITY OF TRUSTEES' DECISIONS

17.1 Subject to article 12.3 all acts done by a meeting of Trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote if a Trustee:

- a) Who was disqualified from holding office;
- b) Who had previously retired or who had been obliged by the constitution to vacate the office;
- c) Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

If without:

- d) The vote of that Trustee; and
- e) That Trustee being counted in quorum

The decision has been made by the majority of Trustees at a quorate meeting.

- 17.2. Memorandum does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees.

18 ACCOUNTS

- 18.1 The Board shall cause accounting records to be kept in accordance with sections 221–222 of the Act.
- 18.2. The accounting records shall be kept at the registered office of the Charity or, subject to section 227 of the Act, at such other place or places as the Board thinks fit and shall always be open to inspection by the Officers of the Charity.
- 18.3. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts or books of the Charity or any of them shall be open to the inspection of the members not being Trustee, and no member not being a Trustee shall have any right of inspecting any account or book or document of the Charity except as conferred by statute or authorised by the Board or by the Charity in General Meeting.
- 18.4. The Board shall from time to time in accordance with sections 238–242 of the Act cause to be prepared and to be laid before the Charity at General Meeting such profit and loss accounts, balance sheets and reports as are referred to in those sections.
- 18.5. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Charity at General Meeting, together with a copy of the Auditor's or Independent Examiner's report and the report of the Board, shall not less than ten days before the date of the meeting be sent to every member of the Charity Provided that this article shall not require a copy of those documents to be sent to any person of whose address the Charity is not aware or to more than one of the joint holders of any debenture.

19 AUDIT

- 19.1 An Auditor or Independent Examiner shall be appointed and their duties regulated in accordance with the law for the time being in force

19.2. The Board shall comply with its legal requirements and file all accounts and returns appropriately to the Charity Commission and Companies House

20 REGULATIONS

20.1 The Board may from time to time make such rules or bye laws as it may deem necessary or convenient for the proper conduct and management of the Charity and for the purpose of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules and bye laws regulate:

- a. the admission and classification of members of the Charity, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- b. the conduct of members of the Charity in relation to one another and to the Charity's employees;
- c. the setting aside of the whole or any part or parts of the Charity'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 Management Committee or any sub-committee in so far as such procedure is not regulated by these Articles;
- e. and, generally, all such matters as are commonly the subject of Charity rules.

20.2. The Charity in General Meeting shall have power to alter or repeal the rules and bye laws and to make additions to them and the Boards shall adopt such means as they deem sufficient to bring to the notice of members of the Charity all such rules or bye laws, which, so long as they shall be in force shall be binding on all members of the Charity Provided nevertheless that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum and Articles of Association of the Charity.

21. DISSOLUTION

21.1. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Charity shall have effect as if the provisions thereof were repeated herein.

21.2. If the Board by a simple majority decides at any time on the ground of expense or otherwise it is necessary or advisable to dissolve the Charity it shall call an Extraordinary General Meeting of the Charity giving details of the resolution proposed to be present thereat. Any resolution shall be approved by a simple majority of the members entitled to vote and who are present and voting and thereafter the Board shall deal with the winding up of the Charity and shall dispose of the assets in accordance with clause 8 of the Memorandum of Association.

22 AMENDMENTS TO MEMORANDUM OR ARTICLES OF ASSOCIATION

Any proposal to alter the Memorandum or Articles of Association shall be dealt with by the Charity at the Annual General Meeting or at an Extraordinary General Meeting called for that purpose and by a special resolution. Such a special resolution must be passed by at least 75% of those members entitled to vote and who are present and voting there at Provided that no alteration shall take effect until the approval of the Charity Commissioners or other authority having charitable jurisdiction shall have been obtained, and no alteration shall be made which would cause the Charity to cease to be a charity at law.

23 INDEMNITY

23.1 The Charity 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.

23.2 In this article a 'relevant Trustee' means any Trustee or former Trustee of the Charity.

Signatures, Names and Addresses of Subscribers_____

Dated _____

Witness to the above signatures

Names _____

Address _____

_____ Occupation _____