THE COMPANIES ACTS 1985 - 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE COMMUNITY ASSOCIATION FOR WEST HAMPSTEAD

Company Number: 6956009

Charity Registration Number: 1135778

[30 October 2026]

INDEX

Article	Articles of Association
Section 1	
1.	Name
2.	Registered office
3.	Objects
4.	Powers
5.	Benefits to members and Trustees
6.	Limited liability
7.	Guarantee
8.	Dissolution
9.	Amendments
10.	Interpretation
Section 2	
1.	Interpretation
2.	Membership
3.	Forum
4.	General meetings
5	Notice of general meetings
6.	Proceedings at general meetings
7..	Written resolutions
8..	Votes of members
9..	Constitution of the Board and election procedures
10..	Trustees: Nominations, retirement and disqualification
11..	Trustees and conflict of interest
12..	Advisers to the Board
13	Proceedings of the Board
14.	Powers of the Board
15.	Secretary
16..	Records and accounts
17..	Notices
18.	Dissolution
19.	Standing orders
20.	Liability and indemnity

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Section 1

1. NAME

The name of the Company is the Community Association for West Hampstead ("the Charity")

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3. OBJECTS

The objects of the Charity ("the Objects") are to:

3.1 promote the benefit of the inhabitants without distinction of sex, sexual orientation, age, disability, nationality, race or of political, religious or other opinions, by associating together the said inhabitants and the statutory authorities, 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;

3.2 establish, or secure the establishment of, a Community Centre and to maintain and manage the same (whether alone or in co-operation with any statutory authority or other person or body) in furtherance of the Objects;

3.3 promote such other charitable purposes as may from time to time be determined.

The Charity shall be non-party in politics and non-sectarian in religion. The area of benefit shall be West Hampstead and the neighbourhood

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1 to co-operate with other voluntary organisations, statutory authorities and individuals;

4.2 to establish or support a local forum of representatives of community groups, voluntary organisations; statutory authorities and individuals involved in community work;

4.3 to promote and develop or to assist in the promotion and development of community organisations and community social enterprises in the area of benefit;

4.4 to acquire and distribute funds and to assist in the provision of grants to community organisations in the area of benefit;

4.5 to arrange and provide for, either alone or with others, the holding of exhibitions, meetings, lectures, classes, seminars or training courses, and all forms of recreational and other leisure-time activities;

4.6 to collect and disseminate information on all matters relating to the Objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or elsewhere;

4.7 to write, print or publish, in whatever form, papers, books, periodicals, pamphlets or other documents, including films and recorded material, and to issue or circulate the same whether for payment or otherwise;

4.8 to purchase, take on lease or in exchange, hire or otherwise lawfully acquire such property or other rights and privileges, and to construct, maintain or alter the same;

4.9 to make regulations for the proper supervision, control and management of any property which may be so acquired;

4.10 to sell, let, dispose of or turn to account all or any of its property or assets (but only in accordance with the restrictions imposed by the Charities Act 2011);

4.11 to raise funds and invite or receive donations and contributions, whether by subscription or otherwise, PROVIDED THAT the Charity shall not undertake any substantial trading activities except as allowed under current charity law and shall ensure that no trading income is liable to tax;

4.12 to support any charitable trusts, associations or institutions formed for all or any of the objects;

4.13 to receive money on deposit or loan or overdraft, in such manner as the Charity may think fit, SUBJECT TO such consents or on such conditions as may be required by law;

4.14 to invest the money not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit,

4.15 SUBJECT NEVERTHELESS to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

4.16 to delegate the management of investments to an independent financial expert, but only on terms that:

4.17 the investment policy is set down in writing for the financial expert by the Board

4.18 every transaction is reported promptly to the Board

4.19 the performance of the investments is reviewed regularly with the Board

4.20 the Board is entitled to cancel the delegation arrangement at any time

4.21 the investment policy and the delegation arrangement are reviewed at least once a year

4.22 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Board on receipt

4.23 the financial expert must not do anything outside the powers of the Board

4.24 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011);

4.25 to employ such persons as are necessary for the proper pursuit of the Objects and make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants;

4.26 to insure and arrange insurance cover and to indemnify its employees and voluntary workers from and against all such risks incurred in the course of the performance of their duties as may be thought fit;

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

4.28 to affiliate to the National Council for Voluntary Organisations and any local federation or other organisations with similar charitable objects;

4.29 to enter into contracts to provide services to or on behalf of other bodies;

4.30 to purchase, take over or otherwise assume responsibility for, and to enter into any agreement or arrangement with, any Government or other authority, supreme, municipal, local or otherwise; to obtain from any such Government or authority any rights, concessions, privileges, licences and permits, and to promote any legislation, as may be considered expedient;

4.31 to establish subsidiary companies to assist or act as agents for the Charity;

4.31 to pay the costs of forming the Charity;

4.32 to do all such other lawful things as shall further the charitable objects of the Charity.

5. BENEFITS TO MEMBERS AND TRUSTEES

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but

5.2 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied

5.3 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity

5.4 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity

5.5 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except

5.6 as mentioned in clauses 5.3 and 5.4

5.6.1 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity

5.6.2 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)

5.6.3 in exceptional cases, other payments or benefits in respect of which the prior written approval of the Charity Commission has been obtained.

5.7 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Board or a sub-committee the Trustee concerned must:

5.7.1 declare an interest at or before discussion begins on the matter

5.7.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5.7.3 not be counted in the quorum for that part of the meeting

5.7.4 withdraw during the vote and have no vote on the matter

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of

dissolution and the liabilities incurred by the Charity while the contributor was a member.

8. DISSOLUTION

If the Board by a simple majority decides at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Charity it shall call a meeting of all members with power to vote and of the inhabitants of the area of benefit of the age of eighteen years and upwards of which meeting not less than 21 clear days' notice (stating the terms of the resolution to be proposed thereat) shall be posted in a conspicuous place or places in the area of benefit and advertised in a newspaper circulating in the area of benefit and given in writing to the Charity Commission and the National Council for Voluntary Organisations. If such decision shall be confirmed by a simple majority of those present and voting at such meeting the Board shall have power to dispose of any assets held by or in the name of the Charity. Any assets remaining after the satisfaction of any proper debts and liabilities shall be transferred to any charity or organisation with similar purposes to those of the Charity for the benefit of the inhabitants of the area of benefit as the Board shall decide. The Board shall notify the Charity Commission or other authority having charitable jurisdiction promptly of the decision to dissolve the Association.

8.2 A final report and statement of account must be sent to the Charity Commission.

9. AMENDMENTS

No provision of this Memorandum may be amended without the prior written consent of the Charity Commission.

10. INTERPRETATION

10.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

10.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Section 2

1. INTERPRETATION

1.1 In these Articles:

"Act" means the Companies Acts 2006 including any statutory modification or re-enactment thereof for the time being in force;

"Articles" means these Articles of Association;

"Board" means the body of Trustees, being the Board of the Charity;

"Chair" means the chair of the Board and "chair" means the person who chairs any meeting;

"Charity" means the company governed by these Articles;

"Charity Commission" means the Charity Commission for England and Wales;

"clear days" in relation to the period of a notice means the period excluding the day 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;

"director" means a Trustee, being a director of the Charity;

"electronic communication" means the same as in the Electronic Communications Act 2000.

"executed" includes any mode of execution;

"Forum" means the body of persons which meets in accordance with Article 6 to discuss matters of interest in the running of the Charity and its services;

"Memorandum" means the Memorandum of Association of the Charity;

"Office" means the registered office of the Charity;

"Secretary" means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;

"Section" means a special interest group comprised of individual members of the Charity and established in accordance with Article 5;

"Stakeholders" means associations and organisations, whether corporate or unincorporated, (and including branches of national or international organisations) which use the Community Centre or are active in the area of benefit.

"Standing Orders" means the standing orders made by the Board under Article 21;

"Trustee" means a member of the Board who is at all times both a charity trustee for the purposes of the Charities Act 2011 and a director of the Charity for the purposes of company law; and "Trustees" means all the members of the Board;

"United Kingdom" means Great Britain and Northern Ireland;

1.2 Words importing the singular only shall include the plural and words importing natural persons shall include also corporations.

1.3 Subject as aforesaid, words or expressions contained in the Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

1.4 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

2. MEMBERSHIP

2.1 The number of members with which the Charity proposes to be registered is unlimited.

2.2 The Charity must maintain a register of members.

2.3 The subscribers to the Memorandum shall be the initial members of the Charity. Membership shall be open, irrespective of sex, sexual orientation, age, disability, race, nationality, or political, religious or other opinions to:

individuals aged 18 and above who live within the area of benefit, who shall be known as members.

3. FORUM

3.1 In addition to Annual General Meetings the Board shall convene at least one open meeting in each calendar year as a consultative forum of its Stakeholders. The Board shall, except in the case of emergency, give not less than seven clear days' notice of such open meeting to Stakeholders which notice shall be posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit;

3.2 Stakeholders attending any such meeting shall constitute the forum ("Forum"). The Forum is the process by which Stakeholders may raise and discuss amongst themselves and members of the Charity issues that affect the area of benefit and/or the running or use of the Community Centre. The Forum may also be used for the giving of a report from the Board on policies and procedures connected with the use of the Community Centre and reports from Stakeholders. Any proposal arising from discussion at the meeting concerning

the use of the Community Centre shall be referred to the next meeting of the Board;

3.3 The Chair of the Charity shall normally chair the meeting but if the Forum decides otherwise those present shall elect one of their number to take the chair.

4. GENERAL MEETINGS

4.1 **Annual General Meetings:**

4.1.1 The Charity shall hold an Annual General Meeting once in each financial year at such time and place as the Board shall determine. The first Annual General Meeting must be held within eighteen months after the incorporation of the Charity and subsequent Annual General Meetings must be held not more than fifteen months after the holding of the preceding Annual General Meeting.

4.1.2 The business of each Annual General Meeting shall be:

(a) to receive the Annual Report of the Board, which shall incorporate the accounts of the Charity referred to below, and give an account of the work of the Charity and its activities during the preceding year;

(b) to receive the accounts of the Charity for the preceding financial year;

(c) to elect Honorary Officers and Trustees to serve on the Board, in accordance with Articles 9.2.1 and 9.2.2;

(d) to appoint one or more qualified auditors or independent examiners for the coming year to audit or examine the accounts of the Charity in accordance with the Charities Act 2011;

(e) to consider any other business of which due notice has to be given**;**

4.1.3 All general meetings other than annual general meetings shall be called extraordinary general meetings.

4.2 **Extraordinary General Meetings:**

The Board may call general meetings and, on the requisition of members pursuant to the provisions of the Act (namely, 25 members having a right to vote at a general meeting of the Charity), shall convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any twenty members of the Charity may call a general meeting.

5. NOTICE OF GENERAL MEETINGS

5.1 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution appointing a person as a Trustee shall be called by at least 21 clear days' notice, and (if possible) at least 21 clear days' notice shall be posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit. Members have no

right to receive an individual notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to such persons as are, under the Articles, entitled to receive such notices from the Charity.

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

6. PROCEEDINGS AT GENERAL MEETINGS

6.1 There is a quorum at a general meeting if the number of members present in person or by their authorised representatives is at least twenty-five (or one-third of the membership if less). If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned and be reconvened 14 days later at the same time and place or to such time and place as the Board may determine, and those members with power to vote present at that meeting shall be deemed to form a quorum.

6.2 The Chair or any other Trustee chosen by the Board, failing which some other member elected by those present, presides at a general meeting

6.3 The chair may, with the consent of a meeting at which a quorum is present (and shall if so, directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.

6.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.

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

6.6 A Trustee shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.

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

6.7.1 by the chair; or

6.7.2 by at least two members having the right to vote at the meeting; or

6.7.3 by members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

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

6.9 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

6.10 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

6.11 A poll demanded on the election of a chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

6.12 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

7. WRITTEN RESOLUTIONS

7.1. Any decision that may be made at a General Meeting of the Charity may be made by written resolution, other than a decision to remove a Trustee or auditor before the expiry of their office.

7.2 The majorities required to pass a written resolution are-

7.2.1 for an ordinary resolution, approval is required from a simple majority of the members eligible to vote;

7.2.2 for a special resolution, approval is required from not less than 75% of members eligible to vote.

7.3 The document indicating a member's approval of a written resolution must be sent to the Charity in hard copy form or in electronic form. A member's agreement to a written resolution, once signified, may not be revoked.

7.4 A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.

7.5 A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it. A written resolution may consist of several documents in the same form, each signed by one or more members of the Board.

8 VOTES OF MEMBERS

8.1 Every l member, shall have one vote.

8.2 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her. Any proxy so appointed shall have the same right as the member to speak at the meeting.

8.3 The appointment of a proxy shall be signed by the member. A proxy need not be a member of the Company.

"*Company name*

I/We of being a member/members of the above-named Association, hereby appoint of or failing him or her of as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 20 , and at any adjournment thereof.

Signed this day of 20 "

8.4 Where it is desired to give members an opportunity of voting for or against a resolution the appointment of a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"*Company name*

I/We of being a member/members of the above-named Company, hereby appoint of or failing him or her of as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 20 , and at any adjournment thereof.

Signed this day of 20

This form is to be used *in favour of the resolution.
against

Unless otherwise instructed, the proxy will vote as he or she thinks fit.

* *Strike out whichever is not desired*."

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9. CONSTITUTION OF THE BOARD AND ELECTION PROCEDURES

9.1 The Trustees, as members of the Board, shall have general management and control of the affairs and assets of the Charity. The Trustees shall be both the directors of the Charity for the purposes of the Act and charity trustees for the purposes of the Charities Act, 2011. The Trustees must act reasonably and prudently in all matters relating to the Charity and must always bear in mind the interests of the Charity to the exclusion of personal prejudices and interests.

9.2 The first Trustees of the Charity (whose details were provided to the Registrar of Companies with the application for incorporation) shall be deemed to have been appointed under the Articles. The first Trustees shall have power to appoint further Trustees who shall hold office until the end of the first Annual General Meeting. Such Trustees shall have power to elect a Chair and Vice-Chair. Subject to this, the Board shall consist of the following Trustees:

9.2.1 Four honorary officers, being a Chair, Vice-Chair, Secretary and Treasurer elected by members

9.2.2 up to eight individuals elected by members

9.2.3 up to three individuals co-opted by the Board who shall serve on the Board until the conclusion of the next Annual General Meeting;

9.3 members shall be entitled by ordinary resolution at a general meeting of the Charity to elect any member, willing to act to be a Trustee either to fill a vacancy or as an additional Trustee PROVIDED THAT the number of persons in office at any one time who have been so appointed by the members shall not exceed 12 (or such other maximum number as may be determined by the Charity in general meeting).

9.4 Any election of Trustees made under Article 9.3 (otherwise than at a general meeting of the Charity) shall be minuted and the minutes shall be signed by the chair of the meeting and submitted to the Secretary.

9.5 Every Trustee shall upon election or appointment to the Board receive a copy of the Charity's Memorandum and Articles of Association. In order to be eligible to vote at any meeting of the Board, every Trustee must (a) be or become a member of the Charity (and (b) sign a declaration of willingness to act as a charity trustee of the Charity.

9.6 Subject as aforesaid, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also determine the rotation (if applicable) in which any additional Trustees are to retire.

9.7 The Trustees may appoint a person who is willing to act to be a Trustee either to fill vacancy or as an additional Trustee PROVIDED THAT the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be considered in determining the Trustees who are to retire by rotation (if applicable) at the meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.

9.8 A technical defect in the appointment of a Trustee of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

9.9 An employee of the Charity shall not be eligible to be a member of the Board, any Section committee or any sub-committee of the Charity but may be invited to attend such committees as a non-voting adviser.

10. TRUSTEES: NOMINATIONS, RETIREMENT AND DISQUALIFICATION

10.1 Nominations for all Trustees must be in the hands of the Secretary at least 14 days before an annual general meeting or extraordinary general meeting. In every case, the prior consent of the nominee must be obtained. In the absence of any nomination for any place of the Board a nomination shall be taken from the floor of the meeting.

10.2 At the first Annual General Meeting and at each subsequent Annual General Meeting half of the Trustees shall retire from office. If there is an odd number of Trustees, the number to retire shall be the next number beyond half. Those longest in office shall retire first and the choice between any of equal service shall be made by drawing lots.

10.3 A Trustee who retires at an Annual General Meeting may, if willing to act, be re-elected. If the Charity does not fill the vacancy created by his or her resignation, he or she shall, if willing to act, be deemed to have been re-elected unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-election of the Trustee has been put to a meeting and lost. If he or she is not re-elected he or she shall retain office until the meeting elects someone in his or her place, or if it does not do so, until the end of the meeting.

10.4 A Trustee's term of office automatically terminates if he or she:

10.4.1 is disqualified under the Charities Act 2011 from acting as a charity trustee

10.4.2 is incapable, whether mentally or physically, of managing his or her own affairs

10.4.3 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next annual general meeting)

10.4.4 resigns by written notice to the Board (but only if at least three Trustees will remain in office) or

10.4.5 is removed by ordinary resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

10.5 No person shall be disqualified from being or becoming a Trustee by reason of age.

10.6 Any Trustee who has served six continuous years on the Board, will be required to stand down for at least one year.

10.7 Notwithstanding Clause 10.6 above the members of the Association may resolve to extend the appointment of one or more of the Trustees and/or Honorary Officers for a period not exceeding 12 months from the date on which the resolution is passed.

11. TRUSTEES AND CONFLICTS OF INTERESTS

11.1 No Trustee may exploit any property, information or opportunity relating to the Charity by which he or she has or can have a direct or indirect conflict of interest without the prior approval of the Board. The Board may authorise the matter provided that

11.1.1 any quorum requirement for a meeting of the Board is met without counting the member in question or any other interested member and

11.1.2 the member concerned does not vote on the matter.

12 ADVISERS TO THE BOARD,

12.3 The Board may at any time and from time to time appoint any person of any age to the position of Adviser to the Board.

12.4 An Adviser to the Board shall advise and assist the Board but shall not attend meetings of the Board except at the invitation of the Board, and when present at meetings of the Board he or she shall not be entitled to vote, nor be counted in the quorum, but subject to this he or she shall as Adviser to the Board have such powers, authorities and duties as the Board may in the particular case from time to time determine.

12.5 An Adviser to the Board shall not be deemed a Trustee, nor shall he or she be a member of the Board for any of the purposes of these Articles or (so far as provision may lawfully be made in this behalf) for any of the purposes of the Act.

12.6 Without prejudice to any rights or claims the Adviser to the Board may have under any contract with the Charity, any appointment as an Adviser may be terminated by the Board at any time.

12.7 An Adviser may receive such remuneration (if any) in addition to the remuneration received as an employee of the Charity as the Board shall from time to time determine.

13. PROCEEDINGS OF THE BOARD

13.1 The Board shall meet at least four times a year. A Trustee may, and the Secretary at the request of a Trustee shall, summon a meeting of the Board. Notice of any meeting shall be given to all Trustees.

13.2 A quorum at a meeting of the Board is three or one-third of the number of Trustees for the time being whichever shall be the greater number

13.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all the other participants.

13.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall preside at each meeting.

13.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

13.6 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

13.7 A procedural defect of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

14. POWERS OF THE BOARD

The Board has the following powers in the administration of the Charity:

14.1 to appoint (and remove) any Trustee to act as Secretary to the Charity in accordance with the Act;

14.2 in accordance with Articles 9.2.2 and 9.7, to appoint any person who is willing to act to be a Trustee;

14.3 in the event of a vacancy, to appoint a Chair, Vice-Chair, and Treasurer from among their number;

14.4 to delegate any of their functions to sub-committees and to define the terms of reference of any sub-committee and determine its composition and the duration of its activities. All proceedings of sub-committees must be reported promptly to the Board;

14.5 to make Standing Orders in accordance with Article 19 (consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings, proceedings at meetings of the Board, any sub-committee and Section, and to govern the administration of the Charity;

14.8 to establish procedures to assist the resolution of disputes within the Charity;

14.9 to exercise the Charity's power to borrow money and, subject always to the Charities Act 2011, to mortgage or charge its undertaking and property, or any part thereof, and to issue any securities, whether outright or as security for any debt, liability or obligation of the Charity or of any third party subject to such consents as may be required by law; and

14.10 to exercise any powers of the Charity which are not reserved to a general meeting.

In the exercise of these powers the Trustees shall always be mindful that they are charity trustees within the definition of Section 117 of the Charities Act 2011 as the persons having the general management and control of the administration of a charity.

15. SECRETARY

Subject to the provisions of the Act, the Secretary shall be appointed at the Annual General Meeting by members, or in the event of a vacancy, by the Board. The Secretary will be a trustee and may not be remunerated in any way.

16. RECORDS & ACCOUNTS

16.1 The Board must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of all records and reports required by law including without limitation:

16.1.1 annual reports

16.1.2 annual returns

16.1.3 annual statements of account

16.2 The Board must keep proper records of:

16.2.1 all proceedings at general meetings

16.2.2 all proceedings at meetings of the Board

16.2.3 all reports of sub-committees

16.2.4 all professional advice obtained and

16.2.5 any other matters required by law.

16.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Board so decides.

16.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months (or such other period specified by charity law).

17. NOTICES

17.1 Notices under these Articles (other than notice of a general meeting) may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or local newspaper circulating in area of benefit or any newsletter distributed by the Charity.

17.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.

17.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

17.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

17.3.2 two clear days after being sent by first class post to that address

17.3.3 three clear days after being sent by second class post to that address

17.3.4 on the date of publication of a newspaper containing the notice

17.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,

17.3.6 as soon as the member acknowledges actual receipt.

17.4 A technical defect in the giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

18. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

19 STANDING ORDERS

19.1 The Board may from time to time make such standing orders as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such standing orders regulate:

19.1.1 the admission 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

19.1.2

19.1.3 the conduct of members of the Charity in relation to one another, and to the Charity's employees and voluntary workers;

19.1.4 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;

19.1.5 the procedure at general meetings, meetings of the Forum and meetings of the Board and sub-committees of the Board in so far as such procedure is not regulated by the Articles;

19.1.6 generally, all such matters as are commonly the subject matter of company rules.

19.2 The Charity shall have power to alter, add to or repeal the rules or bye-laws and the Board shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye-laws, which shall be binding on all members of the Charity PROVIDED THAT no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or the Articles.

20. LIABILITY AND INDEMNITY

20.1 In the execution of their duties no Trustee shall be liable:

20.1.1 for any loss to the property of the Charity by reason of any improper investment made in good faith (so long as he/she shall have sought professional advice before making such investment); or

20.1.2 for the negligence or fraud of any agent employed by him/her or by any other Trustee in good faith (provided reasonable supervision shall have been exercised);

and no Trustee shall be liable by reason of any mistake or omission made in good faith by any Trustee other than wilful and individual fraud,

wrongdoing or wrongful omission on the part of the member who is sought to be made liable.

20.2 Subject to the provisions of the Act, every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement in given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

Date: [.] 2026.