

**Company No. 39828**

**The Companies Acts 1985 and 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

**of**

**SCRIPTURE UNION**

*(As adopted with effect from 1 October 2009)*

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**REF: 20159/0110/TW/TC**

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Company Limited by Guarantee and not having a  
Share Capital**

**ARTICLES OF ASSOCIATION OF  
SCRIPTURE UNION**

**INTERPRETATION**

1. In these Articles:-
  - 1.1 "the Movement" means the company intended to be regulated by these Articles;
  - 1.2 "the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
  - 1.3 "Address" means a postal address or, for the purposes of Electronic Communications, a fax number, an email address or a text message number, in each case registered with the Movement
  - 1.4 "the Articles" means these Articles of Association of the Movement;
  - 1.5 "Clear Days" in relation to the period of notice means the 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;
  - 1.6 "the Council" means the Members of the Movement acting collectively as provided in Article 61 hereof;
  - 1.7 "Electronic Communication" has the same meaning as in the Electronic Communications Act 2000
  - 1.7 "Executed" includes any mode of execution or signature;
  - 1.8 "Member" means a member of the Movement appointed in accordance with Article 12 and any Rules made pursuant to Articles 79 to 81 inclusive;
  - 1.9 "the Memorandum" means the Memorandum of Association of the Movement;
  - 1.10 "Office" means the registered office of the Movement;
  - 1.11 "the Seal" means the common Seal of the Movement if it has one;
  - 1.12 "Secretary" means the Secretary of the Movement or any other person appointed to perform the duties of the Secretary of the Movement, including a joint, assistant or deputy Secretary;
  - 1.13 "the Trustees" means the directors of the Movement (and "Trustee" has a corresponding meaning);
  - 1.14 "the United Kingdom" means Great Britain and Northern Ireland; and
  - 1.15 words importing the masculine gender only shall include the feminine gender.

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

**COMPANY NAME**

2. The Company's name is Scripture Union (and in this document is called "the Movement").

**REGISTERED OFFICE**

3. The Movement's registered Office is situated in England and Wales.
4. The Movement is directed by the directors for the time being of the Movement duly appointed under its Articles of Association and who are charity trustees as defined in Section 97 Charities Act 1993 ("the Trustees").

**OBJECTS**

5. The Movement's objects ("the Objects") are to advance Christianity by sharing the good news of our Lord Jesus Christ with people throughout the world.

The Objects shall be carried out in particular, but not limited, working with churches:-

5.1 by making God's Good News known to children, young people and families; and

5.2 by encouraging people of all ages to meet God daily through the Bible and prayer

so that in each case they may come to personal faith in our Lord Jesus Christ, grow in Christian maturity and become both committed church members and servants of a world in need.

## **POWERS**

6. In furtherance of the Objects but not otherwise the Movement may exercise the following powers:-

6.1 as part of the sharing of the good news of our Lord Jesus Christ, by relieving people's poverty and suffering;

6.2 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Movement;

6.3 to raise funds and to invite and receive contributions: provided that in raising funds save as permitted by law, the Movement shall not undertake any substantial permanent non-principal purpose trading activities and shall conform to any relevant statutory regulations;

6.4 to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

6.5 subject to Article 7 below to employ such staff, who shall not be Trustees, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;

6.6 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

6.7 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;

6.8 to act as a trustee of any property held on exclusively charitable trusts for any one or more of the objects of the Movement;

6.9 to borrow or raise money for the purposes of the Movement on such terms and on such security as may be thought fit;

6.10 to invest any monies of the Movement not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

6.11 to permit any investments of the Movement to be held in the name of any clearing bank or building society or its subsidiary, any trust corporation or any other corporate body which is incorporated in England or Wales (or which has established a branch or a place of business in England or Wales) as nominee for the Movement and to pay any such nominee reasonable and proper remuneration for acting as such;

6.12 subject to Article 7 below, to insure and arrange insurance cover for and to indemnify its officers, staff, the Trustees and any other person serving on any committee or sub-committee of the Trustees from and against all such risks incurred in the course of their duties as may be thought fit;

6.13 to keep in repair and adequately insure against fire and other usual risks (unless such insurance is unavailable on reasonable terms) all the buildings of the Movement not required to be kept in repair and insured by the lessees or tenants thereof and shall suitably insure in respect of public liability and employer's liability and any other risks it deems necessary;

6.14 to appoint and constitute such advisory or sub-committees of the Trustees as the Trustees may think fit.

- 6.15 to delegate to any one or more Trustees the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Movement and which is within the professional or business competence of such Trustee or Trustees Provided that the Trustees shall exercise reasonable supervision over Trustee or Trustees acting on their behalf under this provision and shall ensure that all their acts and proceedings are fully and promptly reported to them;
- 6.16 to establish, promote and otherwise assist any limited company or companies as a wholly owned subsidiary or subsidiaries of the Movement for the purpose of furthering in any way the Objects through trading and to finance the same if the Trustees see fit by way of secured loan or share subscription on commercial terms **PROVIDED THAT** before establishing and financing such companies the Trustees shall first take independent legal advice;
- 6.17 to do all such other lawful things as are necessary for the achievement of the Objects or are incidental or conducive thereto;

### **TRUSTEES' AND MEMBERS' BENEFITS**

- 7. The income and property of the Movement shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Movement, and no Trustee shall be appointed to any office of the Movement paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Movement: Provided that nothing in this document shall prevent any payment in good faith by the Movement:
  - 7.1 of the usual professional charges for business done by a Trustee who is a solicitor, accountant or other person engaged in a profession or by any firm of his or her when instructed by the Movement to act in a professional capacity on its behalf;
  - 7.2 of reasonable fees to be paid for work to be carried out for the Movement by a Trustee who possesses specialist skills or knowledge when instructed by the Movement to undertake work which requires such specialist skills or knowledge;
 

Provided that at no time shall a majority of the Trustees benefit under the above provisions and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her firm, is under discussion;
  - 7.3 of reasonable and proper remuneration for any services rendered to the Movement by any member, officer or servant of the Movement who is not a Trustee;
  - 7.4 of interest on money lent by any member of the Movement at a reasonable and proper rate per annum not exceeding 2 per cent. less than the published base lending rate of a clearing bank to be selected by the Trustees;
  - 7.5 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member not holding more than 1/100th part of the issued capital of that company;
  - 7.6 of reasonable and proper rent for premises demised or let by any member of the Movement or a Trustee;
  - 7.7 to any Trustee of reasonable out-of-pocket expenses;
  - 7.8 of any premium in respect of any indemnity insurance to cover the liability of a Trustee and any other persons to whom the Trustees may have delegated any of their functions and duties 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 (including wrongful trading) of which they may be guilty in relation to the Movement; provided that such insurance shall not extend to any claim arising:-
    - 7.8.1 from any act or omission which the Trustees or other said persons knew to be a breach of trust or breach of duty or which was committed by the Trustees or other said persons in reckless disregard of whether it was a breach of trust or breach of duty or not; nor
    - 7.8.2 from any act or omission where the Trustees or other said persons continued to permit the Movement to trade knowing that the Movement was insolvent or in reckless disregard of whether it was insolvent or not; nor

- 7.8.3 in respect of costs incurred in the unsuccessful defence to a criminal prosecution brought against any of the Trustees or other said persons arising from their functions on the Movement's behalf.

### **LIABILITY OF MEMBERS**

8. The liability of the members is limited.
9. Every member of the Movement undertakes to contribute such amount as may be required (not exceeding £10) to the Movement's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Movement's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
10. If the Movement is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Movement, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Movement by Clause 6 above, chosen by the members of the Movement at or before the time of dissolution and if that cannot be done then to some other charitable object.
11. No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Movement to cease to be a charity in law or as shall cause the Movement to be a company to which Section 60 of the Companies Act 2006 does not apply.

### **MEMBERS**

12. Members shall be admitted and shall cease to be members in accordance with the provisions below: -
- 12.1 Such persons as are admitted to membership in accordance with the rules made under Articles 79 to 81 inclusive shall be Members. No person shall be admitted as a Member unless his application for membership is approved by the Trustees.
- 12.2 Unless the Trustees or the Movement in meeting shall make other provision under Articles 79 to 81 inclusive, the Trustees may in their absolute discretion permit any Member to retire, provided that after such retirement the number of Members is not less than two.
- 12.3 No person shall be entitled to become a Member unless he has confirmed in writing that he has read the Aims and the Statement of Belief and the Memorandum and Articles of Association for the time being of the Movement.
- 12.4 A Member shall cease to be a Member immediately when he ceases to fulfil any of the qualifications for membership as specified by the Trustees from time to time.

### **MEETINGS OF MEMBERS OF THE COUNCIL**

13. Meetings may be either an annual meeting or a special meeting.
14. The Movement shall hold an annual meeting in each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual meeting of the Movement and that of the next. The annual meeting shall be held at such times and places as the Trustees shall appoint.
15. The Trustees may call special meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a special meeting for a date not later than eight weeks after receipt of the requisition.

### **NOTICE OF MEETINGS OF THE MEMBERS OF THE COUNCIL**

16. All meetings shall be called by at least fourteen Clear Days' notice. A meeting may be called by shorter notice if it is so agreed:-
- 16.1 in the case of an annual meeting, by all the Members entitled to attend and vote; and
- 16.2 in the case of a special meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90 per cent of the total voting rights at the meeting of all the Members

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

### **PROCEEDINGS AT MEETINGS**

18. No business shall be transacted at any meeting unless a quorum is present. Fifteen persons personally present entitled to vote upon the business to be transacted, each being a Member, shall constitute a quorum.
19. 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 to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
20. The President of Council or in his absence the Chairman of the Trustees or in his absence some other Trustee nominated by the Trustees present at the meeting shall preside as chairman of the meeting.
21. If neither the President of Council, nor the Chairman of the Trustees or if no Trustee is willing to act as chairman, or if none of the said persons are present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman of the meeting.
22. The chairman 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 fourteen 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.
23. 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:-
  - 23.1 by the chairman; or
  - 23.2 by at least two Members having the right to vote at the meeting; or
  - 23.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting
24. Unless a poll is duly demanded a declaration by the chairman 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.
25. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. 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.
26. A poll shall be taken as the chairman directs and he 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.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
28. A poll demanded on the election of a chairman 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 chairman directs not being more than thirty 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.
29. 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.

## **WRITTEN RESOLUTION**

30. 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 meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a special resolution a majority or not less than 75%) or members has signified its agreement to the resolution in an authenticated document which has been received at the Office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members has signified their agreement.

## **VOTES OF MEMBERS**

31. Subject to Article 27 every Member shall have one vote.
32. No Member shall be entitled to vote at any meeting unless all moneys then payable by him to the Movement have been paid.
33. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

## **PROXIES: APPOINTMENT AND VOTING**

34. Any Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Movement.
35. The appointment of a proxy shall be Executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve): -

"SCRIPTURE UNION. I, \_\_\_\_\_ of \_\_\_\_\_, being a member of the above named Movement, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him/her, \_\_\_\_\_ of \_\_\_\_\_, as my proxy to vote in my name and on my behalf at the meeting of the Movement to be held on \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof.  
Signed \_\_\_\_\_ Date \_\_\_\_\_."

36. When it is desired to afford Members an opportunity of instructing the proxy how to act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve): -

"SCRIPTURE UNION. I, \_\_\_\_\_ of \_\_\_\_\_, being a member of the above named Movement, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him/her, \_\_\_\_\_ of \_\_\_\_\_, as my proxy to vote in my name and on my behalf at the meeting of the Movement to be held on \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof.  
This form is to be used in respect of the resolutions mentioned below as follows:-  
Resolution No. 1 \*for \*against  
Resolution No. 2 \*for \*against  
\* Strike out whichever is not desired.  
Unless otherwise instructed, the proxy may vote as s/he thinks fit or abstain from voting.  
Signed \_\_\_\_\_ Date \_\_\_\_\_."

37. The appointment of a proxy and any authority under which it is Executed (or a copy of such authority certified by a notary or in some other way approved by the Trustees may be lodged with the Movement as follows: -
- 37.1 In the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Movement in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 37.2 An appointment may be contained in an Electronic Communication (and if so need not be Executed), where an Address has been specified for the purposes of receiving Electronic Communications: -

37.2.1 in the notice convening the meeting; or

37.2.2 in any instrument of proxy sent out by the Movement in relation to the meeting; or

37.2.3 in any invitation contained in an Electronic Communication to appoint a proxy issued by the Movement in relation to the meeting

it must be received at such Address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

37.3 In the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll; or

37.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting or to the Secretary or to any director.

38 A vote given or poll demanded by proxy shall be valid even if the authority of a person voting or demanding a poll has been revoked unless notice of the revocation was received by the Movement at: -

38.1 its Office; or

38.2 at such other place at which the instrument of proxy was duly deposited; or

38.3 (where the appointment of the proxy was contained in an Electronic Communication) at the Address at which such appointment was duly received

before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **THE TRUSTEES**

39. The number of Trustees shall not be less than six and not more than ten.

## **POWERS OF THE TRUSTEES**

40. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Movement shall be managed by the Trustees who may exercise all the powers of the Movement. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

41. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:-

41.1 to expend the funds of the Movement in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Movement such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Movement;

41.2 to enter into contracts on behalf of the Movement.

## **APPOINTMENT AND RETIREMENT OF TRUSTEES**

42. One third (or the number nearest to one third) of the Trustees shall retire at each annual meeting, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

43. Retiring Trustees, if duly qualified, shall be eligible for re-appointment. No Trustee may serve for more than nine consecutive years in office, but this provision shall not apply to the Chairman of the Trustees on appointment or whilst he remains in office.

44. No person other than a retiring Trustee shall be appointed or reappointed a Trustee at any meeting of the Members of the Council unless not less than fourteen nor more than thirty-five Clear Days before the date appointed for the meeting, notice Executed by a Member qualified to vote at the meeting has been



given to the Movement of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Movement's register of Trustees together with a notice Executed by that person of his willingness to be appointed or reappointed.

45. No person may be appointed as a Trustee:
- 45.1 unless he has attained the age of 18 years; or
  - 45.2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 50.
46. Not less than seven nor more than twenty-eight Clear Days before the date appointed for holding a meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is proposed for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Movement of the intention to propose him at the meeting for appointment or reappointment as a Trustee. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Movement's register of Trustees.
47. Subject as aforesaid, the Movement 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.
48. The Trustees may appoint a person who is willing to act to be a Trustee either to fill a 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 meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual meeting, he shall vacate office at the conclusion thereof.
49. Subject as aforesaid, a Trustee who retires at an annual meeting may, if willing to act, be reappointed.

#### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

50. A Trustee shall cease to hold office if
- 50.1 he ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
  - 50.2 he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
  - 50.3 he resigns his office by notice to the Movement (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
  - 50.4 he is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated; or
  - 50.5 the Trustees resolve that he should be removed.

#### **EXPENSES OF TRUSTEES**

51. The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Trustees or committees of the Trustees or meetings of the Members of the Council or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration except to the extent permitted by Article 7.

#### **TRUSTEE'S APPOINTMENTS**

52. Except to the extent permitted by Article 7, no Trustee shall take or hold any interest in property belonging to the Movement or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Movement is a party.

#### **PROCEEDINGS OF THE TRUSTEES**

53. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A

Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

54. The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one third of their number or two Trustees, whichever is the greater.
55. Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when: -
  - 55.1 the meeting has been called and takes place in accordance with these Articles; and
  - 55.2 they can communicate to the other Trustees any information or opinions they have on any particular item of the business of the meeting.

In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

56. The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a meeting of the Members of the Council.
57. The Trustees may appoint one of their number to be the Chairman of the Trustees who shall be the chairman of their meetings and carry out the role assigned to him from time to time by the Trustees. The Trustees may appoint one or more of their number to be a Vice-Chairman of the Trustees who shall be the chairman of their meetings in the absence of the Chairman of the Trustees and carry out the role assigned to him from time to time by the Trustees. Unless he is unwilling to do so, the Chairman of the Trustees so appointed shall preside at every meeting of the Trustees at which he is present or in his absence the Vice-Chairman. But if there is no Trustee holding either of those offices, or if the Trustees holding such offices are unwilling to preside or are not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.
58. The Trustees shall appoint a person to be the President of the Movement for such period and with such duties as shall be agreed from time to time between the Trustees and the President. The President shall act as the chairman of the meetings of Council and any meetings of the Movement as provided by Article 20.
59. All acts done by any meeting of the Trustees or of any committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every other person had been duly appointed and was qualified to be a Trustee or member of a committee.
60. A resolution in writing, signed by a simple majority of all the Trustees or all the members of a committee for the time being entitled to receive notice of a meeting of the Trustees or such committee shall be as valid and effectual as if it had been passed at a meeting of the Trustees or committee as the case may be duly convened and held, and may consist of several documents in the like form each signed by one or more of such Trustees or committee members.

#### **COUNCIL AND OTHER COMMITTEES OF THE TRUSTEES**

61. The Trustees shall call half-yearly meetings of Council during one of which the Annual meeting of the Movement shall take place and otherwise at which reports from the Trustees will be presented on the progress of the Movement in fulfilling its aims. The Members present shall be invited to provide input during such meetings to the strategic direction of the Movement, and the Trustees may arrange such other activities or reports as it may consider appropriate in consultation with Council.
62. The Trustees may upon such terms and subject to such conditions as they think fit appoint one or more committees consisting of such of their number and such other persons not being Trustees as they may decide for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee.
63. The Trustees may also establish advisory groups or representative bodies to advise the Trustees and represent sectors of the Movement.
64. The appointment of any such sub-committees shall be revocable by written notice from the Trustees. The acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.

## **BANK ACCOUNTS**

65. Any bank account in which any part of the assets of the Movement is deposited shall be operated on the Trustees behalf and shall indicate the name of the Movement. All cheques and orders for the payment of money from such account shall be signed as the Trustees shall by resolution determine.

## **COMPANY SECRETARY**

66. Subject to the provisions of the Act, a Secretary may be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

## **MINUTES**

67. The Trustees shall keep minutes kept for the purpose:
- 67.1 of all appointments of officers made by the Trustees; and
  - 67.2 of all proceedings at meetings of the Movement and of the Trustees and of committees of the Trustees including the names of the Trustees present at each such meeting.

## **ACCOUNTS**

68. Accounts shall be prepared in accordance with the provisions of the Act.

## **ANNUAL REPORT**

69. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

## **ANNUAL RETURN**

70. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

## **NOTICES**

71. Any notice to be given to or by any person pursuant to the Articles:-
- 71.1 must be in writing; or
  - 71.2 must be given using Electronic Communications
- with the exception that a notice calling a meeting of the Trustees need not be in writing.
72. The Movement may give any notice to a Member either:-
- 72.1 personally;
  - 72.2 or by sending it by post in a prepaid envelope addressed to the Member at his Address; or
  - 72.3 by leaving it at that Address; or
  - 72.4 by giving it using Electronic Communications to the Member's Address.
73. A Member whose Address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Movement.
74. A Member present in person at any meeting of the Movement shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
75. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

76. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
77. A notice shall be deemed to be given:-
- 77.1 48 hours after the envelope containing it was posted; or
- 77.2 in the case of an Electronic Communication, 48 hours after it was sent.

### **INDEMNITY**

78. Subject to the provisions of the Act, in the execution of the Objects of the Movement no Trustee or the Secretary or other officer of the Movement shall be liable for any loss to the property of the Movement arising by reason of an improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any servant or agent employed by the Movement in good faith (provided reasonable supervision shall have been exercised) although the employment of such person was strictly not necessary, or by reason of any mistake or omission made in good faith by any of the above persons, or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission of the part of the person(s) in question and Subject to the provisions of the Act every Trustee, or other officer or auditor of the Movement shall be indemnified out of the assets of the Movement against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Movement.

### **RULES**

79. The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Movement 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 rules or bye laws regulate: -
- 79.1 the admission and classification of Members (including the admission of organisations to membership) 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;
- 79.2 the conduct of Members in relation to one another, and to the Movement's servants;
- 79.3 the setting aside of the whole or any part or parts of the Movement's premises at any particular time or times or for any particular purpose or purposes;
- 79.4 the procedure at meetings of the Members of the Council and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles;
- 79.5 generally all such matters as are commonly the subject matter of company rules.
80. The Trustees may alter, add to or repeal the rules or byelaws and the Trustees shall adopt such means as they think sufficient to bring to the notice of Members all such rules or byelaws, which shall be binding on all Members.
81. Provided that no bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

### **ENTRENCHMENT OF ARTICLES**

82. Articles 5, 6 and 82 shall not be amended without the consent of at least 75% of the Members present and voting at a meeting of the Members.