

**THE COMPANIES ACTS 1985 and 1989**

**COMPANY LIMITED BY GUARANTEE  
NOT HAVING A SHARE CAPITAL  
AND HAVING CHARITABLE STATUS**

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**MEMORANDUM AND ARTICLES OF ASSOCIATION  
of  
THE BRITISH DYSLEXIA ASSOCIATION**

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**Company Number: 1830587**

**Date of Incorporation: 5 JULY 1984**

**As amended by special resolution 14 May 2005**

**\*As amended by special resolution 19 November 2005**

**As amended by special resolution 15 November 2008**

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50 Broadway  
Westminster  
London SW1H 0BL

**Tel +44 (0)20 7227  
7000**

Fax +44 (0)20 7222  
3480  
DX 2317 Victoria  
[www.bdb-law.co.uk](http://www.bdb-law.co.uk)



COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE  
NOT HAVING A SHARE CAPITAL  
AND HAVING CHARITABLE STATUS

MEMORANDUM OF ASSOCIATION

- of -

THE BRITISH DYSLEXIA ASSOCIATION

**1 Name**

- 1.1 The name of the Company ('the Company') is THE BRITISH DYSLEXIA ASSOCIATION.

**2 Registered office**

- 2.1 The registered office of the Company will be situated in England.

**3 Objects\***

The purposes of the Company ('the Objects') are to advance the education of the public in relation to all aspects of dyslexia and related conditions, and to conduct research for the public benefit into the problems of dyslexia and related conditions and to disseminate the results of such research; and

- 3.1 To advance the education of dyslexic people of all ages.

**4 Powers**

- 4.1 In furtherance of the Objects only the Company shall have power:

- 4.1.1 to accept a transfer of any property, assets, undertaking, functions, responsibilities and liabilities conducive to the realisation of the Objects;

- 4.1.2 to act as trustee of any trust comprising real or personal estate and which, in the opinion of the Company, is calculated to further the aims and the Objects and as such trustee to carry out such trusts on the terms and conditions imposed in the instrument creating the same;
- 4.1.3 to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 4.1.4 to hold conferences exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- 4.1.5 to promote and undertake research into any aspect of dyslexia and related conditions and the Company's work and to disseminate and exchange the results of any such research;
- 4.1.6 to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- 4.1.7 to accept any subscriptions, gifts, devises and bequests of, any real or personal estate whether subject to special trusts or not;
- 4.1.8 to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate;
- 4.1.9 to erect, maintain, improve and alter any real or personal estate whether used for any of the Objects or held as investments;
- 4.1.10 (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 4.1.11 to issue appeals, hold public meetings, establish subscription arrangements and support groups and take other steps to procuring funds for the Company;
- 4.1.12 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 4.1.13 to make reasonable charges for any services the Company may provide in pursuit of the Objects provided that the Company shall not undertake any permanent trading activities for the purpose only of raising funds for the Objects;
- 4.1.14 to borrow or raise money for the purposes of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit (including making reasonable charges for any services it may provide) provided that the Company shall not undertake any permanent trading activities for the purpose only of raising funds for the Objects;

- 4.1.15 to lend money and give credit, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or persons as may be necessary for the work of the Company;
- 4.1.16 to undertake, execute and act as trustee of any charitable trusts which may be incidental to or likely to contribute to the attainment of the Objects;
- 4.1.17 to establish or promote any other company having objects similar, wholly or partly, to those of the Company, or the promotion of which shall be in any manner calculated to advance the Objects directly or indirectly;
- 4.1.18 to purchase or form trading companies alone or jointly with others;
- 4.1.19 to carry on trade insofar as the trade is exercised in the course of effecting one or more of the Objects;
- 4.1.20 to establish, develop and maintain links and to exchange information with other bodies at local, national and international level in order to promote the Objects;
- 4.1.21 to invest the money of the Company not immediately required for the Objects in or on such investments, securities or property as may be thought fit and with all the powers of a beneficial owner, and subject as provided below;
- 4.1.22 to invest the monies of the Company not immediately required for its purposes in any private limited company in which the Company holds shares on such terms as the board of directors of the Company ('the Board') may think fit
- 4.1.23 to make any charitable donation either in cash or assets for the furtherance of the Objects;
- 4.1.24 to set aside funds for special purposes or as reserves against future expenditure or liabilities;
- 4.1.25 to delegate the management of investments to a financial expert but only on terms:
  - 4.1.25.1 that the investment policy is set down in writing for the financial expert (meaning a person who is reasonably believed by the Board to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments) by the Board;
  - 4.1.25.2 that every transaction is reported promptly to the Board;
  - 4.1.25.3 that the performance of the investments is reviewed regularly with the Board;

- 4.1.25.4 that the Board shall be entitled to cancel the delegation arrangement at any time;
- 4.1.25.5 that the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.1.25.6 that 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; and
- 4.1.25.7 that the financial expert must not do anything outside the powers of the Board;
- 4.1.26 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Board or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.1.27 to affiliate to or accept affiliation from any body with objects similar in whole or in part to those of the Company;
- 4.1.28 to enter into arrangements with any body of persons whether corporate or unincorporate formed for all or any of the Objects or for any purpose analogous thereto with a view to the promotion of the Objects and to contribute to or receive contributions from the funds of any such body upon such terms and conditions as the Company may think proper, subject nevertheless to the provisions of this Memorandum;
- 4.1.29 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Objects;
- 4.1.30 to obtain any Act of Parliament or other order or authority which will assist the Company to carry the Objects into effect or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Company;
- 4.1.31 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
- 4.1.32 to insure and arrange insurance cover of every kind and nature in respect of the Company, its property and assets and in respect of and for the purpose of providing indemnity for itself, its directors ('the Trustees'), officers, servants and voluntary workers and its members from and against all risks directly or indirectly incurred in the course of the Company's activities and in the performance of their duties by such Trustees, officers, servants, voluntary workers and members as may be thought fit;

- 4.1.33 to provide indemnity insurance to cover the liability of the Trustees (or any of them) 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 Company provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
- 4.1.34 subject to the provisions of clause 5 of this Memorandum to 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;
- 4.1.35 to amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members, at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum;
- 4.1.36 to make such articles of association, rules, regulations and bye-laws as are necessary in the opinion of the Board for the efficient running of the Company;
- 4.1.37 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company as a company and as a charity;
- 4.1.38 to do all such other lawful things as are incidental or conducive to the attainment of the Objects or any of them.

## **5 Application of income and property**

- 5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and *unless prior written consent of the Charity Commission has been obtained\**, no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Company provided that nothing shall prevent any payment in good faith by the Company:
  - 5.1.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
  - 5.1.2 of interest on money lent by any member of the Company or of the Board at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank in London selected by the Board or 3%, whichever is the greater;

- 5.1.3 of reasonable and proper rent for premises demised or let by any member of the Company or of the Board;
- 5.1.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board may be a member holding not more than a one per cent shareholding in that company;
- 5.1.5 of out-of-pocket expenses to any member of the Board; or
- 5.1.6 of any premium in respect of any insurance to cover any of the liabilities specified in clause 4 of this Memorandum.

*(\*Amended by Special Resolution 15.11.08, Charity Commission approval by letter dated 8.10.08.)*

## **6 Trustees' Interests**

- 6.1 Whenever a Trustee has a personal interest directly or indirectly in a matter to be discussed at a meeting of the Board or a committee of the Board, the Trustee concerned must:
  - 6.1.1 declare an interest at or before discussion begins on the matter; and
  - 6.1.2 withdraw from the meeting for that item unless expressly invited to remain in order to give information; and
  - 6.1.3 not be counted in the quorum for the part of the meeting devoted to that item; and
  - 6.1.4 withdraw during the vote and have no vote on the matter;
- 6.2 Clauses 6.1.2 to 6.1.4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised by either clause 4.1.32 or 4.1.33 above.

## **7 Charging Clause**

- 7.1 Notwithstanding any other provision of this Memorandum any firm, company or organisation which possesses specialist skills or knowledge required by the Company for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that a Trustee (s) of the Company is a director or other senior officer or employee of that firm, company or organisation.

## **8 Limited liability**

- 8.1 The liability of the members is limited.



## **9 Contribution to assets of the Company**

- 9.1 Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up whilst he or she is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs charges and expenses of winding up and for the adjustments of the rights of the contributories among themselves such amount as may be required not to exceed £5.

## **10 Surplus assets**

- 10.1 If upon the winding up or dissolution of the Company there remains, after the 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, which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

AND HAVING CHARITABLE STATUS

ARTICLES OF ASSOCIATION

- of -

THE BRITISH DYSLEXIA ASSOCIATION

**1 Definitions and interpretation**

1.1 In these Articles:

- |       |                     |   |
|-------|---------------------|---|
| 1.1.1 | ‘the Act’           | means the Companies Act 1985 as amended;  |
| 1.1.2 | ‘the Adoption Date’ | means the date on which the Articles were adopted;  |
| 1.1.3 | ‘AMBDA’             | means a person who, whether or not an Individual Member of the Company, has either:<br><div style="margin-left: 40px;"><div>1.1.3.1</div><div>satisfied the criteria laid down by the Board for the award of the title of ‘AMBDA’ at a date prior to the Adoption Date; or</div><div>1.1.3.2</div><div>after the Adoption Date, satisfied the Board that they have met the criteria laid down by the Board for the time being in force, and who has paid any fee determined by the Board;</div></div> |
| 1.1.4 | ‘the Articles’      | means these Articles of Association;  |
| 1.1.5 | ‘Board’             | means the board of directors of the Company;  |

- |        |  |   |
|--------|--|---|
| 1.1.6  | ‘Chairman’                                     | means the chairman of the Board appointed in accordance with Article 8.2.1;             |
| 1.1.7  | ‘the Charities Act’                            | means the Charities Act 1993 as amended;  |
| 1.1.8  | ‘the Commission’                               | means the Charity Commissioners for England and Wales;                                  |
| 1.1.9  | ‘Communication’ and ‘Electronic Communication’ | mean the same as in the Electronic Communications Act 2000;                             |
| 1.1.10 | ‘the Company’                                  | means The British Dyslexia Association;   |
| 1.1.11 | ‘Council’                                      | means a general meeting of the Company  |
| 1.1.12 | ‘Individual Member’                            | means an individual admitted as a member of the Company in accordance with Article 3.7; |
| 1.1.13 | ‘Local Association’                            | means a body admitted as a member of the Company in accordance with Article 3.2;        |
| 1.1.14 | ‘the Memorandum’                               | means the Memorandum of Association of the Company;                                     |
| 1.1.15 | ‘Objects’                                      | has the meaning expressed in the Memorandum;  |
| 1.1.16 | ‘Organisational Member’                        | means a body admitted as a member of the Company in accordance with Article 3.4;        |
| 1.1.17 | ‘the Seal’                                     | means the common seal of the Company;   |
| 1.1.18 | ‘Secretary’                                    | means any person appointed to perform the duties of the secretary of the Company;       |
| 1.1.19 |  | Deleted by Special Resolution 15.11.08.   |
| 1.1.20 | ‘Trustee’                                      | means a member of the Board appointed in accordance with Article 8;                     |
| 1.1.21 | ‘the United Kingdom’                           | means the United Kingdom of Great Britain and Northern Ireland.                         |
- 1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form of whatsoever kind.
- 1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these Articles become binding on the Company.

- 1.4 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

## **2 Objects**

- 2.1 The Company is established for the Objects expressed in the Memorandum.

## **3 Members**

- 3.1 There shall be three classes of member:

3.1.1 Local Associations;

3.1.2 *Deleted Special Resolution 15.11.08.*

3.1.3 Organisational Members; and

3.1.4 Individual Members.

- 3.2 An organisation is a member as a Local Association if:

3.2.1 it was a Local Association on the Adoption Date; or

3.2.2 it

3.2.2.1 is established for purposes compatible with the Objects

3.2.2.2 has a constitution which is acceptable to the Company,

3.2.2.3 meets the criteria which may from time to time be set by the Local Associations and

3.2.2.4 is admitted by the Board as a Local Association.

- 3.3 *Deleted Special Resolution 15.11.08.*

- 3.4 An organisation is a member as an Organisational Member if:

3.4.1 it was a Corporate member on the Adoption Date; or

3.4.2 it

3.4.2.1 wishes to become a member of the Company;

3.4.2.2 does not qualify to be a Local Association (*Deleted Special Resolution 15.11.08*); and

3.4.2.3 is admitted by the Board as an Organisational Member.

- 3.5 Any individual may apply to the Company to become an Individual Member.
- 3.6 Any Trustee who is not already an Individual Member shall automatically become an Individual Member of the Company on his appointment for the duration of his term as a Trustee without the need to pay a subscription.
- 3.7 An application for membership made by a Local Association,\* an Organisational Member or an Individual Member may be approved or rejected by the Board and must be:
- 3.7.1 in such form if any as the Board may prescribe; and
- 3.7.2 accompanied by the appropriate fee or subscription.  
(\* Amended by Special Resolution 15.11.08)
- 3.8 The Board shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made.
- 3.9 Unless the Board or the Company in general meeting shall make other provision pursuant to the powers contained in Article 22, the Board may in its absolute discretion permit any member of the Company to retire provided that after such retirement the number of members is not less than two.
- 3.10 On ceasing to be a Trustee of the Company a person who is not a member in any other capacity shall automatically cease to be a member but shall be eligible to apply to become an Individual Member.

#### **4 General meetings**

- 4.1 The Company shall each year hold a general meeting ('Council') as its Annual General Meeting ('Annual Council') in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual Council of the Company and that of the next. The Annual Council shall be held at such time and place as the Board shall appoint. All Councils other than Annual Councils shall be called Extraordinary Councils.
- 4.2 The Board may convene an Extraordinary Council at any time and must do so on a requisition by such requisitionists as provided by the Act. If at any time there are not within the United Kingdom sufficient Trustees to form a quorum, any Trustee, or any two members of the Company may convene an Extraordinary Council in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 4.3 Individual Members are entitled to attend and vote at Councils. Each Local Association and Organisational Member is be entitled to appoint a single delegate to

attend and vote at Councils and an alternate to attend and vote at Councils in the absence of the delegate. *(Amended by Special Resolution 15.11.08)*

- 4.4 Each Local Association and Organisational Member shall from time to time inform the Company of the name and contact address of their delegate and of any alternate who may be appointed. *(Amended by Special Resolution 15.11.08)*
- 4.5 \*If a delegate of a Local Association or Organisational Member at any Council is also an Individual Member, he shall be entitled to attend and vote at that Council both as a delegate of that Local Association or Organisational Member and in his capacity as an Individual Member. *(Amended by Special Resolution 15.11.08)*

## **5 Notice of Councils**

- 5.1 An Annual Council and an Extraordinary Council called for the passing of a special resolution shall be called by at least twenty-one days' notice in writing. Other Councils shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day of the meeting. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business. The notice shall be given in the manner mentioned below or in such other manner, if any, as may be prescribed by the Company in Council. The notice shall be given to such persons as are entitled to receive such notices, provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:
- 5.1.1 in the case of the Annual Council, by all the members and delegates entitled to attend and vote; and
- 5.1.2 in the case of any other Council, by a majority of the members and delegates having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights of all the members.
- 5.2 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.

## **6 Proceedings at Council**

- 6.1 The business to be transacted at an Annual Council shall include the consideration of the accounts, balance sheets, and the reports of the Board and auditors and the appointment of, and the fixing of the remuneration of, the auditors.
- 6.2 No business shall be transacted at any Council unless a quorum of members and delegates is present at the time when the meeting proceeds to business; thirty members or delegates present in person shall be a quorum. If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting, if

convened on the requisition of members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine.

- 6.3 Individual Members who are also delegates and Trustees who are also Individual Members or delegates (or both) shall only count once in calculating whether a quorum is present.
- 6.4 The Chairman shall chair every Council of the Company. In his absence the vice-chairman, if any, of the Board shall act as chairman. If at any meeting neither the Chairman nor the vice-chairman is present within ten minutes after the time appointed for the holding of the meeting, or if there is no Chairman or vice-chairman, or if neither the Chairman nor the vice-chairman is willing to act, the Trustees present shall elect one of their number to chair the meeting.
- 6.5 If at any meeting no Trustee is both present and willing to act as chairman within ten minutes after the time appointed for the holding of the meeting, the members and delegates present shall choose one of their number to chair the meeting.
- 6.6 The chairman of a Council 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 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 thirty 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.
- 6.7 \*At any Council a resolution put to the vote of the 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 by:
- 6.7.1 the chairman; or
- 6.7.2 at least two Individual Members or delegates having the right to vote at the meeting.
- 6.8 A declaration by the chairman and an entry to that effect in the minutes of proceedings of the Company that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6.9 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

## **7 \*Votes of members**

- 7.1 Subject to Article 4.5, on a show of hands every Individual Member and delegate who is present in person shall have one vote at any Council.

- 7.2 On a poll votes may be given either personally or by proxy. An Individual Member or delegate may appoint another Individual Member or delegate or the Chairman as his proxy at Councils.
- 7.3 Any Individual Member or delegate except the Chairman may only be appointed as proxy for one other Individual Member or delegate at any one Council. There is no limit to the number of proxies that the Chairman may hold.
- 7.4 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):

**“British Dyslexia Association (“the Charity”)**

I, [ ] of [ ], being a member of the Charity, hereby appoint [ ] of [ ] or failing him, [ ] of [ ], as my proxy to vote in my name and on my behalf at the [annual][extraordinary] general meeting of the Charity to be held on [ ] 200[ ] 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 he thinks fit or abstain from voting.

Signed this                      day of                      200[ ]”

- 7.5 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors must be in writing and must be delivered to and registered with the Secretary at least 30 minutes before the start of the meeting at which the person named in the instrument proposes to vote and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 7.6 Once a proxy form has been registered with the Company Secretary, the donor of that proxy may not vote in person at the meeting for which that proxy form is given unless he gives notice in writing to the Secretary at least 30 minutes before the start of that meeting that the proxy form is rescinded.

## **8 Board**

- 8.1 The Trustees shall be the directors of the Company for the purposes of the Act.



- 8.2 The number of Trustees shall be not less than ten and not more than fourteen, when complete consisting of:
- 8.2.1 a Chairman nominated by the Board by reason of possessing skills considered necessary and appointed in general meeting;
  - 8.2.2 four individuals to be drawn from among the members of the Local Associations; (*Amended by Special Resolution 15.11.08*)
  - 8.2.3 three individuals to be drawn from among the Individual Members;
  - 8.2.4 two individuals to be drawn from among the members of the Organisational Members;
  - 8.2.5 *Deleted Special Resolution 15.11.08* and
  - 8.2.6 up to four individuals co-opted by the Board by reason of possessing skills considered necessary including a Treasurer and a legally qualified person.

## **9 Trustees**

- 9.1 Trustees shall be appointed in accordance with Article 8 and regulations made by the Board in accordance with Article 22.1.5.
- 9.2 Subject to Articles 10, 11 and 12 a Trustee (except a Trustee co-opted by the Board in accordance with Article 8.2.6) shall hold office until the end of the AGM held nearest in time to the third anniversary of his appointment.
- 9.3 If any Trustee (except a Trustee co-opted by the Board in accordance with Article 8.2.6) is removed in accordance with Article 10, or ceases to be a Trustee in accordance with Article 11 or retires prior to the third anniversary of his appointment, the Board may by a simple majority appoint a new Trustee to take his place until the next general meeting. A new Trustee will then be appointed in accordance with the provisions of Article 8 to serve for the remainder of the three year term of the Trustee who has retired or been removed.
- 9.4 Subject to Articles 10, 11, and 12, any Trustee co-opted by the Board in accordance with Article 8.2.6 shall hold office for a period set by the Board or, in the absence of such a period, until removed by a simple majority of the Trustees at a meeting of the Board.

## **10 Removal of Trustees**

- 10.1 The Company may by ordinary resolution, of which special notice has been given in accordance with Section 303 of the Act, remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Trustee.

## **11 Disqualification or vacation of office of Trustees**

### **11.1 The office of Trustee shall be vacated if the Trustee:**

- 11.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 11.1.2 becomes prohibited from being:
  - 11.1.2.1 a Trustee by reason of any order made under Section 1 of the Company Directors Disqualification Act 1986; or
  - 11.1.2.2 a charity trustee by reason of any order made under Section 72 of the Charities Act;
- 11.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
- 11.1.4 resigns his office by written notice to the Company;
- 11.1.5 is absent from all Board meetings without leave for one year and the Board resolves that the office be vacated; or
- 11.1.6 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by the Act or the Memorandum.

### **11.2 A Trustee shall not vote in respect of any contract in which he is interested or any matter arising out of it and shall withdraw from the meeting for that item unless expressly invited to remain in order to give information. If he does so vote, his vote shall not be counted save in respect of a policy of insurance which indemnifies him from and against all such risks incurred in the course of performance of his duties, provided such policy of insurance is appropriate and on reasonable terms and complies with the requirements of clauses 4.1.32 and 4.1.33 of the Memorandum.**

## **12 Retirement of Trustees**

- 12.1 At the first and every subsequent AGM one third of the Trustees or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.
- 12.2 The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by a secret ballot of all the Trustees.
- 12.3 A person retiring from the office of Trustee by rotation shall, after serving for an initial three-year period, be eligible for re-election to serve for a second period of three years. A Trustee who has served for two consecutive periods of three years may

not be re-elected as a Trustee until the AGM next following the AGM at which his last term of office expired.

### **13 Powers and duties of the Board**

- 13.1 The business of the Company shall be managed by the Board which may pay all expenses incurred in the formation of the Company and its registration as a charity under the Charities Act.
- 13.2 The Board may exercise all such powers of the Company as are not required by the Act or these Articles or by any regulation to be exercised by the Company in general meeting including (but not by way of limitation) the powers to:
  - 13.2.1 borrow money;
  - 13.2.2 mortgage or charge the whole or any part of its undertaking and property subject to Section 38 of the Charities Act; or
  - 13.2.3 issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 13.3 Any such requirement for powers to be exercised only by the Company in general meeting, referred to in Article 13.2 above shall not invalidate any prior act of the Board at the time it was carried out.
- 13.4 All cheques and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine;
- 13.5 The Board shall cause minutes to be made and records (with copies where appropriate) to be kept:
  - 13.5.1 of all appointments of officers made by the Board;
  - 13.5.2 of the names of the Trustees present at each Board meeting; and
  - 13.5.3 of all resolutions and proceedings at all meetings of the Company and of the Board.

### **14 Proceedings of the Board**

- 14.1 The Board shall meet at least four times a year.
- 14.2 The Board may meet together to despatch business, adjourn and otherwise regulate its meetings as it thinks fit. In relation to:
  - 14.2.1 any questions arising at any meeting, such questions shall be decided by a majority of votes of Trustees present and voting on the question;

- 14.2.2 an equality of votes the Chairman shall have a second or casting vote whether he has or has not voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.
- 14.3 The Chairman may, and the Secretary shall (if requested by any two Trustees), at any time summon a Board meeting upon not less than four days' notice being given to the other Trustees of the matters to be discussed.
- 14.4 It shall not be necessary to give notice of a Board meeting to any member for the time being absent from the United Kingdom.
- 14.5 Any Trustee or member of a committee of the Trustees may participate in a meeting of the Trustees or such committee by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting.
- 14.6 The quorum necessary for the transaction of the business of the Board shall be six.
- 14.7 The Board may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the Articles as the quorum the Board may act for the purpose of increasing the number of Trustees to that number, or of summoning a general meeting of the Company, but for no other purpose.
- 14.8 The Chairman shall be the chairman of the board.
- 14.9 The Board shall elect a vice-chairman from among its number and shall determine the period for which he is to hold office, although he shall always be eligible for re-election.
- 14.10 If at any meeting neither the Chairman nor the vice-chairman are present within ten minutes after the time appointed for holding the same, or if there is no Chairman or vice-chairman, the Trustees present shall choose one of their number to chair the meeting.
- 14.11 The Board may delegate any of its powers to committees consisting of such of its number as it thinks fit; any committee so formed shall conform to any regulations that may be imposed on it by the Board and in particular (but without limitation) no such committee shall have authority to incur expenditure save in accordance with a budget previously agreed with the Board.
- 14.12 The Chairman and vice-chairman shall be ex-officio members of every committee appointed by the Board.
- 14.13 The members of each committee may, with the approval of the Board, appoint such persons, not being Trustees, as they think fit to be members of that committee.
- 14.14 A committee may elect a chairman of its meetings; if no such chairman is elected, or, if at any meeting the chairman is not present within ten minutes after the time appointed, the members present may choose one of their number to chair the meeting.

- 14.15 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
- 14.16 All acts and proceedings of committees shall be reported to the Board fully and promptly.
- 14.17 All acts done by any meeting of the Board or of a committee, or by any person acting as a Trustee, shall be as valid as if every such person had been duly appointed and was qualified to be a Trustee, even if it is afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as a Trustee, or that they or any of them were disqualified.
- 14.18 A resolution in writing, signed by all the Trustees entitled to receive notice of a Board meeting shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form each signed by one or more Trustees.
- 14.19 All members of the Board shall be entitled to be interested in and benefit from all or any of the contracts of insurance referred to in clauses 4.1.32 and 4.1.33 of the Memorandum and no member of the Board shall be prevented from acting in that capacity merely by reason of that interest.

## **15 Honorary Members**

- 15.1 The Trustees may, from time to time appoint such Honorary Members as they feel fit and may determine for what period such Honorary Members shall hold office.
- 15.2 The Honorary Members shall be appointed by a simple majority.
- 15.3 Honorary Members shall be entitled to receive notice of and to attend general meetings of the Company but shall not be entitled to vote at such meetings.

## **16 Secretary**

- 16.1 Subject to Section 283 of the Act, the Secretary of the Company shall be appointed by the Board for such term at such remuneration and on such conditions as the Board may think fit. Any Secretary so appointed by the Board may be removed by it.
- 16.2 A Secretary who is also a Trustee may not be remunerated.
- 16.3 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the Secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the Secretary.

## **17 The Seal**

- 17.1 The Board shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Board or of a committee authorised by the Board on its behalf, and every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Board for the purpose.

## **18 Accounts**

- 18.1 The Board shall comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
- 18.1.1 annual reports;
  - 18.1.2 annual returns; and
  - 18.1.3 annual statements of account.
- 18.2 The Board shall keep proper records of:
- 18.2.1 all proceedings at general meetings;
  - 18.2.2 all proceedings at meetings of the Board;
  - 18.2.3 all reports of committees; and
  - 18.2.4 all professional advice obtained.
- 18.3 Accounting records relating to the Company shall 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 Trustees so decide.
- 18.4 The Board shall supply a copy of the Company's latest available statement of account to any Trustee or member on request, and within two months of the request to any other person who makes a written request and pays the Company's reasonable costs of complying with the request.

## **19 Audit**

- 19.1 Auditors shall be appointed and their duties regulated in accordance with the Act and the Charities Act.

## **20 Notices**

- 20.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the directors) shall be in writing or in accordance with Section 369(4A) of the Act.
- 20.2 The Company may give notice to any member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or in accordance with Section 369(4A) of the Act. A member whose registered address is not within the United Kingdom but who has provided an address at which notices may be given to him within the United Kingdom shall be entitled to have notices given to him at that address, but otherwise is not entitled to receive any notice from the Company.
- 20.3 A member present at any meeting of the Company either in person or by proxy shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 20.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted, or in the case of a notice contained in an Electronic Communication, at the expiration of forty-eight hours after it was sent.
- 20.5 Notice of every general meeting shall be given in any manner authorised by these Articles to:
- 20.5.1 every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
  - 20.5.2 the auditor for the time being of the Company; and
  - 20.5.3 each Trustee.
- 20.6 No person other than those specified in Article 20.5 above shall be entitled to receive notices of general meetings.

## **21 Dissolution**

- 21.1 Clause 10 of the Memorandum relating to the winding-up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

## **22 Rules or byelaws**

- 22.1 The Board may from time to time make such rules or byelaws as it thinks necessary or convenient for the proper conduct and management of the Company and for the purpose of prescribing classes and conditions of membership of either the Company or any group established to support the Company, and in particular but without prejudice to the generality of the above, it may by such rules or byelaws regulate:
- 22.1.1 the admission and classification of membership of the Company, the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated;
  - 22.1.2 the criteria to be met by those individuals wishing to be AMBDA, and any fee payable to become AMBDA;
  - 22.1.3 the conduct of members in relation to one another and to the Company's employees;
  - 22.1.4 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
  - 22.1.5 the procedure at general meetings and meetings of the Board and committees in so far as such procedure is not regulated by these Articles; and
  - 22.1.6 the appointment of Trustees.
- 22.2 The Company in general meeting shall have power by special resolution to alter or repeal the rules or byelaws and to make additions to them, and the Board shall adopt such means as it thinks sufficient to bring to the notice of members of the Company all such rules or byelaws which, so long as they are in force, are binding on all members of the Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles.

## **23 Indemnity**

- 23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him 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 Company.



## **24      Headings**

- 24.1    The headings in these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.