

THE COMPANIES ACT 2006 / THE CHARITIES ACT 2011

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF THE GUNNERSBURY MUSEUM AND PARK
DEVELOPMENT TRUST**

1 INTERPRETATION

1.1 In these Articles of Association (the “Articles”)

“the Act” means the Companies Acts, as that term is defined in section 2 of the Companies Act 2006,

“the Board” means the Trustees of the Company acting collectively,

“Chair” means the chair of the Board, appointed in accordance with Article 21.10 (and any reference to the Chair includes the Initial Chair except for references to the Chair in Articles 21.10 to 21.13),

“Clear Days” in relation to the period of a 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,

“Conflict” means any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to a financial interest or a loyalty) that conflicts, or possibly might conflict, with the interests of the Company or that Trustee’s duty to act solely in the interests of the Company,

“Conflicted Trustee” means a Trustee who has a Conflict in relation to a particular matter,

“Continuity Trustee” is defined in Article 14.5,

“controlled entity” and “connected entity” have the meanings given in the Local Government and Housing Act 1989 and the Local Government and Public Involvement in Health Act 2007;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form,

“Ealing Trustee” means a Trustee nominated by the London Borough of Ealing under Article 15,

“electronic communication” means the same as in the Electronic Communications Act 2000,

“electronic form” has the meaning given in Section 1168 of the Act,

“electronic means” means any means of electronic equipment for processing, storage and transmission of data as defined in Section 1168 of the Act,

“Gunnersbury Museum Collections” means the objects, specimens, works of art and library collected and held by the Gunnersbury Museum, including items loaned to it and subsequent additions,

“Hounslow Trustee” means a Trustee nominated by the London Borough of Hounslow under Article 16,

“Initial Chair” is defined in Article 14.4.1,

“Local Authority Trustees” means the Ealing Trustee and the Hounslow Trustee, and “Local Authority Trustee” refers to either one of them,

“London Borough of Ealing” means the London Borough of Ealing or its successor body,

“London Borough of Hounslow” means the London Borough of Hounslow or its successor body,

“Members” means individuals admitted to the membership of the Company pursuant to Article 10,

“Memorandum” means the Memorandum of Association of the Company,

“Nominations Committee Terms” as defined in Article 14.4.1,

“the Office” means the registered office of the Company,

“the Seal” means the common seal of the Company,

“Trustee” means a Trustee of the Company including a Local Authority Trustee,

“the United Kingdom” means Great Britain and Northern Ireland,

“Un-conflicted Trustees” means the Trustees who do not have a Conflict in relation to a particular matter,

“Working Day” means a day, other than Saturday, Sunday or a bank or public holiday in England and Wales, on which the clearing banks in the City of London are open for business,

- 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. Writing means the representation or reproduction of words, symbols or other information in visible form by a method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.
- 1.4 Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.7 Save as provided in Article 11.3, the Model Articles shall not apply to the Company.

2 NAME

2.1 The name of the company (“the Company”) is The Gunnersbury Museum and Park Development Trust.

3 REGISTERED OFFICE

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

4 OBJECTS

4.1 The Company has been established for public benefit to

4.1.1 advance education through the development of the Gunnersbury Museum and the preservation, conservation and interpretation of the Gunnersbury Museum collections, and the historical buildings and landscape within the Gunnersbury Park, and/or

4.1.2 enhance the provision of both indoor and outdoor facilities in Gunnersbury Park in the interests of social welfare for sports, recreation or other leisure time occupation of individuals who have need of such by reason of their youth, age, infirmity or disability, financial hardship or social circumstances or for the public at large with the object of improving their conditions of life, and/or

4.1.3 pursue such other charitable purposes consistent with the above as the Trustees in their absolute discretion shall determine (together the “Objects”).

5 POWERS

In furtherance of the said Objects, but not further or otherwise, the Company shall have power

5.1 to accept the transfer of the Lease of [TO INSERT] dated [TO INSERT] between [TO INSERT] from Gunnersbury Estate (2026) CIC to the Company,

5.2 to promote awareness and appreciation of the heritage of Gunnersbury Museum and Park in the wider community including in the digital sphere,

5.3 to restore, manage and develop Gunnersbury Park, including the buildings and structures therein,

5.4 to operate, provide or assist in the provision of community facilities on the Gunnersbury Estate to be available to all sections of the community and wider public without distinction, including the provision of meeting rooms, lectures and classes, and/or the provision of forms of recreation, sport and leisure time occupation,

5.5 to preserve, conserve, display, develop, interpret, manage and make accessible to the public by physical and digital means the Gunnersbury Museum Collections,

- 5.6 to develop, promote and provide to the public a museum service using the Gunnersbury Museum Collections, such service to include educational outreach programmes to schools, the wider community and general public, and the loan of items from the Gunnersbury Museum Collections,
- 5.7 to promote the use of Gunnersbury Park for indoor and outdoor sports and recreational facilities,
- 5.8 to promote the use of Gunnersbury Museum and Park for community use,
- 5.9 to promote activities and programmes at Gunnersbury Park to encourage participation in healthy recreational activities,
- 5.10 to raise funds and invite and receive contributions PROVIDED THAT in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall confirm to any relevant statutory regulations,
- 5.11 to buy, take on lease, share, exchange, acquire or hire property of any kind, and any interests in or rights over property of any kind,
- 5.12 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company,
- 5.13 to charge the whole or any part of the property belonging to the Company as security,
- 5.14 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises, structures, erections or land,
- 5.15 to co-operate and enter into arrangements with any authorities or other bodies, international, national, local or otherwise,
- 5.16 to accept subscriptions, gifts, donations, devises and bequests of any real or personal property maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property,
- 5.17 to issue appeals, hold public meetings and take such other steps as may be appropriate for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise,
- 5.18 to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Company,
- 5.19 subject to such consents as may be required by law and without prejudice to the generality of their powers under the Articles, to exercise all the powers of the Company to borrow and raise money, and to mortgage and charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable body where such action will directly further the objects of the Company on such terms and conditions and on such security as may be thought fit,

- 5.20 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or such trade is temporary and ancillary to the carrying out of the said objects,
- 5.21 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company,
- 5.22 to establish subsidiary companies to assist or act as agents for the Company and/or to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other Company,
- 5.23 to invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit and to accumulate and set aside funds for special purposes or as reserves, and to accumulate expendable endowment in furtherance of the Objects,
- 5.24 without prejudice to the generality of the above to make social investments in pursuance of the Objects by any means,
- 5.25 to make any charitable donation or grant either in cash or assets for the furtherance of the objects of the Company,
- 5.26 to establish or support any charitable institution and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company,
- 5.27 to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or Company as may be necessary or expedient for the work of the Company,
- 5.28 to provide indemnity insurance to cover the liability of the Trustees
 - (a) 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,
 - (b) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986,

Provided that any such insurance in the case of Article 5.28(a) shall not extend to

- (c) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not,
- (d) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or willful or reckless misconduct of the Trustees, or
- (e) any liability to pay a fine

And provided that any insurance in the case of Article 5.28(b) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his

knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation,

- 5.29 to employ and pay such staff (who shall not be Trustees) to supervise, organise, carry on the work of and advise the Company,
- 5.30 to allow Trustees to be paid for their services when acting either in the capacity of director or employee of a subsidiary entity of the Company provided that the Charity Commission have consented to this,
- 5.31 to purchase insurance to cover the officers, staff, voluntary workers and those of its Members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit,
- 5.32 to pay reasonable annual sums or premiums for or towards the provision of pensions for staff for the time being of the Company and their dependants,
- 5.33 to purchase insurance to cover any buildings or other property to their full reinstatement value,
- 5.34 to co-operate with, enter into arrangements with, partner or contract with any person, body corporate, public body or institution in furtherance of the Company's objects,
- 5.35 without prejudice to the generality of Article 5.34 above, to co-operate and collaborate with other organisations involved in the management, operation and development of the Gunnersbury Museum and Park to further the objects of the Company,
- 5.36 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which 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 these Articles,
- 5.37 to act as trustee of any trust,
- 5.38 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,
- 5.39 to provide expert and authoritative advice on the development of strategies, policies and, as appropriate, legislation and regulation regarding the funding and governance of arts and heritage projects,
- 5.40 to do all such other lawful things as shall further the above objects or any of them.

6 NON DISTRIBUTION

- 6.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees provided that nothing herein shall prevent any payment in good faith by the Company

- 6.1.1 of reasonable and proper remuneration for any services rendered to the Company by any Member, officer, employee or consultant of the Company or any Trustee or related person provided that in the case of payment for services from a Trustee or a related person, such payment is made in accordance with section 36 of the Charities Act 2006,
- 6.1.2 of interest on money lent by any Member of the Company or by any Trustee at a reasonable and proper rate per annum,
- 6.1.3 of reasonable and proper rent for premises demised or let by any Member of the Company or the Board,
- 6.1.4 of fees, remuneration or other benefit in money or money's worth to a Company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that Company,
- 6.1.5 of reasonable out-of-pocket expenses to any Trustee,
- 6.1.6 of any premium in respect of any 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 company. Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees,
- 6.1.7 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his, when instructed by the Company to act in a professional capacity on its behalf PROVIDED THAT at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion.

7 LIMITED LIABILITY

- 7.1 The liability of the Members is limited.

8 GUARANTEE

- 8.1 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst being a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted before ceasing 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, such amount as may be required not exceeding one pound.

9 WINDING UP

- 9.1 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, and which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 6 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if considered appropriate by the Trustees, after consultation with the Charity Commission, in so far as effect cannot be given to such provision, then to some other charitable object.

10 MEMBERS

- 10.1 Only the Trustees shall be Members of the Company.
- 10.2 Every person admitted to membership of the Company shall either sign a written consent to become a Member or sign the register of Members.
- 10.3 A Member will cease to be a Member when they cease to be a Trustee.
- 10.4 Membership of the Company is not transferable.

11 MEMBERS' DECISION-MAKING

- 11.1 Subject to the provisions of the Act, the Company shall dispense with the holding of general meetings and shall pass Members' resolutions in accordance with Article 11.6.
- 11.2 Except where otherwise provided by the Articles or the Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting.
- 11.3 Where the Act requires or the Members request a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the holding of meetings for private companies limited by guarantee shall apply unless modified by these Articles.
- 11.4 Each Member shall have one vote at a general meeting.
- 11.5 The Company does not have the power to enter into any arrangement which would give London Borough of Ealing and/or London Borough of Hounslow the power to control a majority of the votes at a general meeting of the Company or appoint or remove a majority of the Trustees of the Company (and this Article shall be interpreted in accordance with section 68 of the Local Government and Housing Act 1989).
- 11.6 A resolution may be passed by the Members in writing in accordance with the Act and a resolution passed in this way shall be valid and effective as if it had been passed at a general meeting of the Company duly convened and held.
- 11.7 A resolution proposed as a written resolution shall
- 11.7.1 be sent to all Members,

11.7.2 be accompanied by a statement informing the Member how to signify agreement to the resolution and the date by which the resolution must be passed if it is not to lapse, and

11.7.3 state on the face of the resolution that it is a special resolution, if this is the case.

12 HONORARY OFFICERS

12.1 The Board shall have the power, at its sole discretion to appoint honorary officers including but not limited to a President or a Patron (“Honorary Officers”).

12.2 Honorary Officers shall not be entitled to attend meetings of the Board, but may attend if invited by the Board, and shall be entitled to attend general meetings of the Company but not to vote at the same or count towards the quorum.

12.3 The Board shall be entitled to appoint Honorary Officers for life or such other term of appointment as the Board may decide, and the Board may also remove Honorary Officers.

13 TRUSTEES

13.1 Unless otherwise determined by the Company, the Board shall consist of at least six and not more than sixteen individuals comprised as follows:

13.1.1 one Ealing Trustee,

13.1.2 one Hounslow Trustee, and

13.1.3 between four and fourteen other Trustees.

13.2 All Trustees shall be required to become a Member of the Company.

13.3 The Trustees may be paid all reasonable expenses properly incurred by them in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

13.4 No person may be appointed (or reappointed) as a Trustee:

13.4.1 unless he has attained the age of 18 years, or

13.4.2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 19.

13.5 No person shall be entitled to act as a Trustee whether on a first or on any subsequent entry into office until they have signed a declaration of acceptance and willingness to act as a Trustee of the Company and agreed in writing to any Rules or Bye Laws made under Article 31.

14 INITIAL BOARD

14.1 In this Article 14 “**Adoption Date**” means the moment these Articles of Association are adopted.

14.2 The Initial Board shall be made up of those Trustees who are in post at the Adoption Date (being two Local Authority Trustees, the Initial Chair and the Continuity

Trustees) along with other Trustees who may be appointed to the Initial Board under Article 14.6.

14.3 The Local Authority Trustees who are in post at the Adoption Date shall be subject to Articles 15 and 16 respectively.

14.4 Initial Chair

14.4.1 The Chair who is in post at the Adoption Date, having been recruited in accordance with a process set out in Terms of Reference for a Nominations Committee agreed by the Board (the “**Nominations Committee Terms**”), shall act as Chair for a term of three years from the Adoption Date (“**Initial Chair**”).

14.4.2 The Initial Chair will be subject to the provisions in Article 17 for retirement and reappointment as a Trustee.

14.4.3 For the avoidance of doubt, the Initial Chair shall not be a Continuity Trustee or a Local Authority Trustee.

14.4.4 For the avoidance of doubt, if the Initial Chair ceases to be a Trustee, he will cease to be the Initial Chair.

14.5 Continuity Trustees

14.5.1 The Trustees (other than the Initial Chair and Local Authority Trustees) who are in post at the Adoption Date, having been recruited in accordance with a process set out in the Nominations Committee Terms (“**Continuity Trustees**”), shall each serve for a term of one year from the Adoption Date, and a Continuity Trustee who has served their term shall retire at the Board meeting that occurs nearest after the expiry of their term.

14.5.2 A retiring Continuity Trustee may be reappointed for one further term of up to two years by a resolution of the Trustees.

14.5.3 For the avoidance of doubt, a retiring Continuity Trustee may be appointed as a Trustee in accordance with Article 17, subject to being recruited in accordance with a process set out in the Nominations Committee Terms.

14.6 Other members of the Initial Board

14.6.1 The Trustees may appoint additional Trustees to the Initial Board, in accordance with a process set out in the Nominations Committee Terms.

14.6.2 Any such additional Trustees shall be subject to the provisions in Article 17 for retirement and reappointment as a Trustee.

15 EALING TRUSTEES

15.1 The London Borough of Ealing shall be entitled to nominate one individual to the Board (“**Ealing Trustee**”) and decide their period of appointment save that both the London Borough of Ealing and the London Borough of Hounslow shall endeavour, where possible and/or practicable, to appoint nominees for the same or similar periods of office to provide continuity and consistency in decision making in the best interests of the Company.

- 15.2 In selecting the Ealing Trustee, the London Borough of Ealing shall consider the skills and expertise required of all Trustees to contribute to the success of the Company and, in particular, any specific skills identified from time to time by the Board.
- 15.3 The appointment of the Ealing Trustee will be effective when the London Borough of Ealing confirms its nominations and the period of appointment of its nominations in writing to the Chair.
- 15.4 A Ealing Trustee shall continue to act as a Trustee until
- 15.4.1 the London Borough of Ealing nominates a new Ealing Trustee to serve in his place,
 - 15.4.2 he reaches the end of his period of appointment, or
 - 15.4.3 he resigns or is disqualified or removed pursuant to the Articles.
- 15.5 The Local Authority shall at its discretion be entitled to remove the Ealing Trustee by serving written notice on the Chair of the Company.

16 HOUNSLOW TRUSTEES

- 16.1 The London Borough of Hounslow shall be entitled to nominate one individual to the Board ("**Hounslow Trustee**") and decide their period of appointment save that both the London Borough of Ealing and the London Borough of Hounslow shall endeavour, where possible and/or practicable, to appoint nominees for the same or similar periods of office to provide continuity and consistency in decision making in the best interests of the Company.
- 16.2 In selecting the Hounslow Trustee, the London Borough of Hounslow shall consider the skills and expertise required of all Trustees to contribute to the success of the Company and, in particular, any specific skills identified from time to time by the Board.
- 16.3 The appointment of the Hounslow Trustee will be effective when the London Borough of Hounslow confirms its nominations and the period of appointment of its nominations in writing to the Chair.
- 16.4 A Hounslow Trustee shall continue to act as a Trustee until
- 16.4.1 the London Borough of Hounslow nominates a new Hounslow Trustee to serve in his place,
 - 16.4.2 he reaches the end of his period of appointment, or
 - 16.4.3 he resigns or is disqualified or removed pursuant to the Articles.
- 16.5 The Local Authority shall at its discretion be entitled to remove the Hounslow Trustee by serving written notice on the Chair of the Company.

17 NON-LOCAL AUTHORITY TRUSTEES

- 17.1 This Article 17 applies to Trustees who are not Local Authority Trustees.
- 17.2 Any person who is willing to act as a Trustee, and is permitted by law and the Articles to do so, may be appointed to be a Trustee by a decision of the Trustees.

- 17.3 In selecting persons to be appointed as Trustees, the Trustees shall have regard to the existing range of skills and expertise of the Board, the skills and expertise of that individual and how he or she will contribute to the success of the Company. Further, the Trustees shall follow best practice in relation to trustee recruitment, including any guidance issued by the Charity Commission from time to time. For the avoidance of doubt, the Trustees shall follow a transparent and rigorous Trustee recruitment process, pursuant to the Nominations Committee Terms, with a formal induction for all Trustees.
- 17.4 A person must not be appointed as a Trustee if their appointment would result in London Borough of Ealing and/or London Borough of Hounslow having the power to control a majority of the votes at a general meeting of the Company or appoint or remove a majority of the Trustees of the Company (and this Article 17.4 shall be interpreted in accordance with section 68 of the Local Government and Housing Act 1989).
- 17.5 Trustees are appointed for a term of up to three years and a Trustee who has served their term shall retire at the Board meeting that occurs nearest after the expiry of their term.
- 17.6 A retiring Trustee may be reappointed for another two terms of up to three years each by a resolution of the Trustees, but may not serve more than nine consecutive years.

18 POWERS AND DUTIES OF THE TRUSTEES

- 18.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company as are not required to be exercised by the members. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the members, but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- 18.2 All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.
- 18.3 The Board shall arrange for minutes to be made
- 18.3.1 of all appointments of officers made by the Board,
 - 18.3.2 of the names of the Trustees present at each Board meeting, and
 - 18.3.3 of all resolutions and proceedings at all meetings of the Company.

19 DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 19.1 A Trustee shall cease to hold office if
- 19.1.1 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 the Charities Act 2011 (or any statutory re-enactment or modification of that provision) or under the Company Directors Disqualification Act 1986 (or any statutory re-enactment or modification of that Act), or

- 19.1.2 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than 3 months, or
 - 19.1.3 he resigns his office by written notice to the Company (but not if the resignation will result in the Company failing to comply with Article 13.1 or Article 11.5), or
 - 19.1.4 he ceases to be a Member of the Company, or
 - 19.1.5 he dies, or
 - 19.1.6 he is absent without permission of the Board from more than 50% of the Board meetings in any calendar year and the Board resolves that his office be vacated, or
 - 19.1.7 he is removed from office by notice signed by a majority of the other Trustees stating that that person should cease to be a Trustee, or
 - 19.1.8 a composition is made with that person's creditors generally in satisfaction of that person's debts (whether by means of an individual voluntary arrangement or otherwise), or
 - 19.1.9 he 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 by these Articles, or
 - 19.1.10 (should the Company be considered to be working with vulnerable people under the Safeguarding of Vulnerable Groups Act 2006 or any statutory provision) he is or becomes disqualified from working with vulnerable people or is or becomes disqualified from acting as a trustee of a vulnerable people charity, or
 - 19.1.11 he is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of the Company and the Trustees resolve that his office be vacated, or
 - 19.1.12 he fails to agree to a reasonable request by the Trustees that he signs a declaration that he is a fit and proper person to act as such and the Trustees resolve that his office be vacated, or
 - 19.1.13 he fails to agree to a reasonable request by the Trustees for a Disclosure and Barring Service check (or equivalent) to be undertaken by him, or
 - 19.1.14 being an Ealing Trustee, is removed by the London Borough of Ealing, or
 - 19.1.15 being a Hounslow Trustee, is removed by the London Borough of Hounslow.
- 19.2 A Trustee must not be removed or resign as a Trustee if doing so would result in London Borough of Ealing and/or London Borough of Hounslow having the power to control a majority of the votes at a general meeting of the Company or appoint or

remove a majority of the Trustees of the Company (and this Article 19.2 shall be interpreted in accordance with section 68 of the Local Government and Housing Act 1989).

20 TRUSTEES' INTERESTS

- 20.1 Except to the extent expressly permitted by these Articles, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.
- 20.2 A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any resolution in writing under Article 21.17, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.
- 20.3 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:
- 20.3.1 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and
- 20.3.2 be absent during any vote and have no vote on the matter whether at a meeting of the Trustees or by resolution in writing under Article 21.17, and shall not be counted in the quorum for that part of the discussion.
- 20.4 Subject to the provisions of the Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 20.2, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Company. The conditions in Articles 20.2 and 20.3 apply to this authorisation.
- 20.5 If a Conflict arises for a Trustee because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Articles, the Un-conflicted Trustees may authorise that Conflict where the following conditions apply:
- 20.5.1 the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 20.5.2 the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- 20.5.3 the Un-conflicted Trustees consider it is in the interests of the Company to authorise the Conflict in the circumstances applying and ensure the authorisation is documented in the record of the meeting.
- 20.6 Any authorisation of a Conflict under Article 20.5:

- 20.6.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- 20.6.2 may impose upon the Conflicted Trustee such other requirements for the purposes of dealing with the Conflict as the Trustees think fit; and
- 20.6.3 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence.
- 20.7 Where the Un-conflicted Trustees authorise a Conflict under Article 20.5, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.
- 20.8 The Trustees may revoke or vary any authorisation given under Article 20.5 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.
- 20.9 The Trustees shall adopt a conflicts of interest policy that sets out more detailed guidance on managing conflicts of interest.

21 PROCEEDINGS OF THE BOARD

- 21.1 The Board shall meet at least four times in each calendar year. The Trustees shall use all reasonable endeavours to attend all Board meetings.
- 21.2 Subject to the provisions of the Articles, the Board may regulate its proceedings as it sees fit.
- 21.3 Questions arising at a meeting shall be decided by a majority of the votes.
- 21.4 Subject to Article[s 21.5 and] 21.6, the quorum for the transaction of the business of the Board shall be fixed at six Trustees, and at least one of those Trustees must be a Local Authority Trustee.
- 21.5 Where both Local Authority Trustees have a Conflict of Interest in relation to a proposed Trustee meeting or resolution due to their connection with London Borough of Ealing and London Borough of Hounslow, which cannot be resolved via an authorisation under Article 19.2, and this means that the quorum in Article 21.4 is not satisfied, then in respect of the relevant part of that Trustee meeting or resolution the quorum will be four Trustees with no requirement for a Local Authority Trustee to be present.
- 21.6 The Chair or any two Trustees may call a Trustees' meeting by giving not less than 10 days' notice of the meeting to the Trustees. Notice of any Trustees' meeting must indicate
- 21.6.1 its proposed date, time and subject matter,
- 21.6.2 where it is to take place, and

- 21.6.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 21.7 Notice of a Trustees' meeting
- 21.7.1 need not be given in writing, but
- 21.7.2 must be communicated to each Trustee.
- 21.8 In fixing the date and time of any Trustees' meeting, the Trustee calling it must try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it.
- 21.9 The Board may act notwithstanding any vacancies in its number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting to appoint further Trustees.
- 21.10 Subject to Article 14.4, the Trustees shall elect a Trustee to act as Chair in accordance with a process set out in the Nominations Committee Terms. The Chair shall never be a Local Authority Trustee.
- 21.11 A Chair shall hold office until the Board meeting following the third anniversary of his appointment at which time he shall retire as Chair.
- 21.12 The other Trustees may re-elect a retiring Chair to serve for a further term as Chair in line with Article 21.11.
- 21.13 The Trustees may remove the Chair from office by resolution before the expiry of his term. The Trustees shall elect another of their number (who shall not be a Local Authority Trustee) to act as Chair to fill that vacancy but that person shall only hold office as Chair until a new Chair is elected in accordance with the Nominations Committee Terms, such election to be arranged without undue delay.
- 21.14 . The Chair shall be entitled to preside at all meetings of the Board at which he is present but if at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting and/or is unwilling to preside, the Board shall choose one of their number to be Chair of the meeting. In the case of an equality of votes, the Chair shall be entitled to a second or casting vote.
- 21.15 The Trustees may appoint one or more sub-committees consisting of at least one Trustee for the purpose of making an inquiry or supervising or performing any function or duty of the Board (including decision-making powers) which in the opinion of the Board would be more conveniently undertaken or carried out by a sub-committee, provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Board.
- 21.16 All acts done by the Board, or by a committee of the Board, shall, notwithstanding that it be afterwards discovered that there was defect in the appointment of any Trustee or that any of them were disqualified from holding office, or has vacated office, or were not entitled to vote, be as valid as if every such person has been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

21.17 A resolution in writing, signed by such number of the Trustees as required by the Act, having regard to the nature of the resolution shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

21.18 Any Trustee may validly participate in a meeting of the Trustees through the medium of telephone or video conference or any other form of electronic communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed present at the meeting and shall accordingly be counted in a quorum and be entitled to vote. A resolution passed at any meeting held in such manner and signed by the chair of the meeting shall be valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. For the avoidance of doubt, a Trustee meeting may be held using any combination of in-person and electronic attendance.

22 RECORD KEEPING

22.1 A Trustee or another authorised person must take minutes of all proceedings and keep these in accordance with the Act.

22.2 The Company must keep company records in accordance with the Act.

23 BANK ACCOUNT

23.1 Any bank account in which any part of the Company's funds is deposited shall be operated by the Trustees and shall be held in the name of the Company. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees or otherwise in accordance with an agreed scheme of delegation approved by the Trustees, including payments by electronic transfers.

24 THE SEAL

24.1 If the Company has a common seal and it is affixed to a document, the document must also be signed by one authorised person in the presence of a witness who attests the signature. For the purposes of this article, an authorised person is

24.1.1 any Trustee of the Company,

24.1.2 any other person authorised by the Trustees for the purpose of signing documents to which a company seal is applied.

25 MEANS OF COMMUNICATION TO BE USED

25.1 Subject to these Articles

25.1.1 anything sent or supplied by or to the Company or its Members or directors under these Articles may be sent or supplied in any way in which the Act provides for documents or information to be sent or supplied by or to the Company for the purposes of the Act, and

25.1.2 any notice or documents to be sent or supplied to the Members or the directors in connection with the taking of decision by the Members or the directors may also be sent or supplied by the means by which the Members

or directors have asked to be sent or supplied with such notices or documents for the time being.

26 ACCOUNTS

26.1 Accounts shall be prepared in accordance with the Act and the Charities Act 2011.

27 ANNUAL REPORT AND RETURN

27.1 The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and return and their transmission to the Charity Commission.

28 INDEMNITY

28.1 Subject to the provisions of the Act, 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 or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he 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 Company.

29 DISSOLUTION

29.1 The Company may at any time decide by resolution passed by at least 75% of the Members that the Company is to be dissolved.

29.2 Article 6 of these Articles shall determine the procedure for dissolution.

30 AMENDMENT OF ARTICLES

30.1 These Articles may be amended by the Company in general meeting provided that

30.1.1 no amendment shall be made to Articles 13, 14, 15, 16 or 17 without the prior consent in writing of the Local Authority Trustees (in their capacity as members) in accordance with s.631 Companies Act 2006,

30.1.2 no amendment may be made to Articles 4, 6 or 9 of these Articles or this Article without the prior consent in writing of the Charity Commission, and

30.1.3 no amendment may be made which has the effect of the Company ceasing to be a charity at law.

31 RULES OR BYE LAWS

31.1 The Trustees may from time to time make such Rules or Bye Laws as it may deem necessary or convenient for the proper conduct and management of the membership, and in particular but without prejudice to the generality of therefore going, it may by such Rules or Bye Laws regulate:

31.1.1 the deposit of money at a bank and the custody of documents,

31.1.2 the conduct of Members of the Company in relation to one another, and to the Company's employees,

- 31.1.3 the admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members,
 - 31.1.4 the procedure at general meetings and meetings of the Board and sub Committees in so far as such procedure is not regulated by these Articles,
 - 31.1.5 the calling of meetings,
 - 31.1.6 generally, all such matters as are commonly the subject matter of Company rules.
- 31.2 The Trustees shall have power to alter, add to or repeal the Rules or Bye Laws and the Trustees shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Bye Laws, which, so long as they shall be in force, shall be binding on all Members of the Company provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.