

**Final Charter (as approved for sealing by
Attorney General 20 May 2014)**

The Royal United Kingdom Beneficent Association

(Operating as Independent Age)

Charter, Byelaws and Regulations

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London
EC4M 6YH
Tel: 020 7551 7777
Ref: TJJ/206776/0002**

ELIZABETH THE SECOND by the Grace of God, of the United Kingdom of Great Britain and Northern Ireland and of Our other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith:

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING!

WHEREAS His Majesty King George the Fifth by Royal Charter (hereinafter called “the Principal Charter”) dated the eighteenth day of February in the year of Our Lord One thousand nine hundred and eleven constituted the persons then forming the Committee of a Voluntary Association Society then existing and known as the United Kingdom Beneficent Association a body corporate and politic by the name of “The Royal United Kingdom Beneficent Association” now operating as “Independent Age” (hereinafter referred to as “the Charity”):

AND WHEREAS Our Royal Father His Majesty King George the Sixth was pleased to grant a Supplemental Charter dated the second day of May in the year One thousand nine hundred and forty-nine conferring additional powers on the Charity:

AND WHEREAS We Ourself were graciously pleased to grant further Supplemental Charters dated the twenty-ninth day of January One thousand nine hundred and sixty and the twenty-third day of October One thousand nine hundred and seventy-two and the twenty-fourth day of June One thousand nine hundred and ninety eight:

AND WHEREAS the Charity has by its humble Petition represented unto Us that it is expedient that further amendments should be made to the Principal Charter and Supplemental Charters and that this can best be effected by the grant of a new Supplemental Charter, and have prayed for the grant of a new Charter accordingly:

NOW THEREFORE KNOW YE that We, having taken the said Petition into Our Royal Consideration, have of Our especial grace, certain knowledge and mere motion been pleased to will, grant, appoint and declare and do by these Presents for Us, Our Heirs and Successors hereby will, grant, appoint and declare as follows:

1. Incorporation and Revocation

Except for the provisions of the Principal Charter incorporating the persons then or such as might hereafter become Charter Members of the Charity as one body corporate and politic by the name of “The Royal United Kingdom Beneficent Association”, conferring on the said body now operating as “Independent Age” perpetual succession and a common seal, authorising it to sue and be sued in the name of the Charity and giving power to do all other matters and things incidental or appertaining to a body corporate, the Principal Charter and the Supplemental Charters are hereby revoked but nothing in their revocation shall affect the legality and validity of any act, deed or thing lawfully done under the provisions thereof.

2. Objects

The objects of the Charity are primarily to assist and provide relief to older people in need by reason of ill-health, disability, financial hardship or other disadvantage. The Charity may also assist and provide relief to others in need by reason of ill health, disability, social or financial hardship.

3. Charity Funds

The property and income of the Charity shall be applied in furtherance of the objects of the Charity in accordance with the provisions of this Our Charter and any Byelaws from time to time in force in relation to the Charity.

4. Powers

To further its objects the Charity may:

- 4.1 provide and support the provision of volunteer services, befriending, housing, accommodation, social support and care;
- 4.2 provide and assist in the provision of money, regular payments, grants, materials and other help;
- 4.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4.4 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 4.5 promote, encourage, carry out and commission research, surveys, studies and other work, making the useful results available;
- 4.6 provide and procure the provision of counselling and guidance;
- 4.7 provide and procure the provision of information and advice;
- 4.8 alone and with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and

institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

- 4.9 enter into contracts to provide services to and on behalf of other bodies;
- 4.10 acquire and rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.11 dispose of and deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 4.12 borrow and raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 4.13 set aside funds for special purposes and as reserves against future expenditure;
- 4.14 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.15 arrange for investments and other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 4.16 lend money and give credit to, take security for such loans or credit and guarantee and give security for the performance of contracts by any person or company;
- 4.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue and execute promissory notes, bills of exchange, cheques and other instruments;
- 4.18 accept (or disclaim) gifts of money and any other property;
- 4.19 raise funds by way of subscription, donation or otherwise;
- 4.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.21 incorporate and acquire subsidiary companies to carry on any trade;
- 4.22 subject to Article 5 (limitation on private benefits):
 - 4.22.1 engage and pay employees, consultants and professional or other advisers; and
 - 4.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

- 4.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 4.25 undertake and execute charitable trusts;
- 4.26 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 4.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 4.29 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Charity); and
- 4.30 do all such other lawful things as may further the Charity's objects.

5. Limitation on private benefits

- 5.1 The income and property of the Charity wheresoever derived shall be applied solely towards the promotion of the objects of the Charity as set forth in this Our Charter, and:
 - (a) no portion of the income and property of the Charity shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Charter Member of the Charity; and
 - (b) no Trustee may sell goods, services or any interest in land to the Charity, or be employed by or receive any remuneration from the Charity, or receive any other financial benefit from the Charity;

provided that this shall not prevent any payment in good faith by the Charity:

- 5.2 to any beneficiary of the Charity (including a Charter Member, Trustee or person Connected to a Trustee but only in their capacity as a beneficiary);
- 5.3 of reasonable and proper remuneration and expenses to any Charter Member, officer or employee of the Charity (not being a Trustee or a person Connected to a Trustee) in return for services actually rendered or goods supplied;

- 5.4 of reasonable and proper remuneration and expenses to a person Connected to a Trustee for the supply of services or goods to the Charity on condition that:
- 5.4.1 at no time may a majority of the Trustees benefit in relation to a payment to a person Connected to a Trustee;
 - 5.4.2 the amount or maximum amount of payment for the goods or services is set out in a written agreement and the amount does not exceed what is reasonable in the circumstances;
 - 5.4.3 the other Trustees are satisfied that it is in the best interests of the Charity to enter into the contract with a person Connected to a Trustee rather than an alternative provider; and
 - 5.4.4 a Trustee must withdraw from any meeting whilst the appointment or remuneration of the person Connected to that Trustee is being discussed and may not vote on the matter;
- 5.5 of reasonable and proper pensions to former employees of the Charity or their dependants whether or not they are a Charter Member, Trustee or person Connected to a Trustee;
- 5.6 of any payment or benefit authorised in writing by the Charity Commission;
- 5.7 of reasonable and proper out-of-pocket expenses incurred by any Trustee on behalf of the Charity;
- 5.8 of any payment made under an indemnity from the Charity in accordance with the indemnity provisions set out in Article 12; and
- 5.9 of all reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.29 of this Our Charter.

A Trustee shall be treated as receiving a financial benefit from the Charity if they or a person Connected to them receives such benefit, but not otherwise.

6. Membership

- 6.1 The Charter Members shall be those persons who qualify as Charter Members in accordance with Regulations;
- 6.2 The Trustees may establish different classes of membership of the Charity which shall be detailed in Regulations; and
- 6.3 The terms and conditions of admission to, and removal from membership of the Charity shall be as laid down in Regulations.

7. Trustees

- 7.1 The Trustees are responsible for the management of the Charity's business and for such purposes they may exercise all the powers of the Charity.

- 7.2 The Trustees shall be appointed in such manner and hold office on such terms and for such period and follow such procedures as shall be specified in the Byelaws and Regulations.

8. Patrons, President and Vice Presidents

The Trustees may appoint and remove any individuals as patrons, President and vice presidents of the Charity on such terms as they shall think fit. Any patrons, President or vice president (if not already a Charter Member) shall be admitted as a Charter Member for the duration of their time in office only.

9. Byelaws

- 9.1 The Trustees shall have the power to make such Byelaws, as appear to them useful for the regulation of the Charity and for the management of the Charity's assets; provided they are not inconsistent with this Our Charter or any rule of law. Once made, the Byelaws may from time to time be revoked, amended or added to, provided that no such revocation, addition or amendment to the Byelaws shall take effect until the same has been:

- 9.2 confirmed by a majority of not less than two thirds of those Charter Members present and entitled to vote at a General Meeting of the Charity; and

- 9.3 approved by the Lords of Our Most Honourable Privy Council, of which approval a Certificate under the hand of the Clerk of Our said Privy Council shall be conclusive evidence.

10. Regulations

Subject to the provisions of this Our Charter and to the Byelaws of the Charity the Trustees shall have the power from time to time to make Regulations for the administration of the affairs of the Charity in relation to all matters that are not expressly required by the Charter to be governed by the Byelaws of the Charity and at any time and from time to time to revoke, amend or add to such Regulations subject to any provisions in the Regulations requiring the approval of the Charter Members.

11. Audit

- 11.1 The Trustees shall ensure that the accounts of the Charity are audited by auditors who are authorised to audit the accounts of limited companies as specified in the Companies Acts from time to time.

- 11.2 The auditors shall be appointed by the Charter Members at the Annual General Meeting. If the Charity ever ceases to hold Annual General Meetings or if a casual vacancy arises then the Trustees may appoint the auditors.

12. Indemnity

- 12.1 The Charity shall indemnify every Trustee in respect of any liability arising from or in respect of the Charity (except any claim arising from wilful fraud, wrongdoing or wrongful omission on his or her part) and including (without limitation) any liability

incurred in successfully defending legal proceedings in their capacity as a Trustee, or in connection with any application in which relief is granted by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Charity.

- 12.2 No Trustee shall be liable for any loss to the Charity except in relation to loss caused by his or her wilful and individual fraud, wrongdoing or wrongful omission.

13. Amendment to the Charter

Any of the provisions of this Our Charter may be revoked, amended or added to by a resolution passed by a majority of not less than two thirds of the Charter Members present and entitled to vote at a General Meeting of the Charity duly convened for that purpose and any such revocation, amendment or addition shall when approved by Us, Our Heirs or Successors in Council, become effectual so that this Our Charter shall henceforth continue and operate as though it had been originally granted and made accordingly. This provision shall apply to this Our Charter as altered, amended or added to in the above manner, provided that no such revocation, amendment or addition shall be made which shall cause the Charity to cease to be a charity in law.

14. Dissolution

- 14.1 The Charity may upon the recommendation of the Trustees and by a resolution passed by a majority of not less than three-quarters of the Charter Members present and entitled to vote at a General Meeting duly convened for the purpose, surrender this Our Charter subject to the sanction of Us, Our Heirs or Successors in Council and upon such terms as We or They may consider fit and wind up or otherwise deal with the affairs of the Charity in such manner as shall be directed by the Trustees having due regard to the liabilities of the Charity for the time being.
- 14.2 If on the winding up or the dissolution of the Charity there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, that property shall not be paid or distributed among the Charter Members of the Charity or any of them, but shall be transferred to some other charitable organisation or organisations having objects similar to the objects of the Charity to be determined by the Trustees at or before the time of dissolution.

15. Definition

The Definitions set out in the Byelaws apply to this Our Charter.

16. Validity

And We do for Ourselves, Our Heirs and Successors grant and declare that this Our Charter or the enrolment of it shall be in all things valid and effectual in law according to its true intent and meaning and shall be taken, construed and adjudged in the most favourable and beneficial sense and for the best advantage of the Charity and the promotion of its objects as well in Our Courts of Record as elsewhere now withstanding any non-recital, mis-recital, uncertainty or imperfection.

SCHEDULE

BYELAWS

Defined terms

1. In the Charter, Byelaws and Regulations, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
“Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
“Annual General Meeting”	means a meeting called in accordance with Byelaw 3.1;
“the Byelaws”	the Byelaws set out in the schedule to the Charter as amended from time to time;
“Chairman”	means the chair of Trustees appointed in accordance with the Regulations;
“Charter”	the Charter of Incorporation of the Charity as it may be amended from time to time including any supplemental charters;
“Charter Member”	a member of the Charity admitted in accordance with the Article 6 of the Charter and the Regulations of the Charity;
“Charity”	The Royal United Kingdom Beneficent Association;
“Clear Days”	in relation to the period of a notice, that 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;
“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006);
“Connected”	any person falling within one of the following categories: <ol style="list-style-type: none">a) a child, parent, grandchild, grandparent, brother or sister of a Trustee where there is any financial interdependency between that person and the Trustee; or

- b) the spouse or civil partner of a Trustee or of any person falling within a) above; or
- c) any partnership or firm controlled by a Trustee; or
- d) any company in relation to which a Trustee may exercise, either alone or together with one or more persons falling within a) or b), more than 20% of the voting power at a general meeting of the company;

“Electronic Form” and “Electronic Means” have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

“Financial Expert” an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

“General Meeting” an Annual General Meeting or a Special General Meeting;

“Hard Copy” and “Hard Copy Form” have the meanings respectively given to them in the Companies Act 2006;

“President” any president appointed in accordance with Article 8 of the Charter;

“Regulations” the regulations of the Charity as adopted and amended from time to time in accordance with Article 10 of the Charter;

“Special General Meeting” a meeting called in accordance with Byelaw 3.1;

“Treasurer” the treasurer (if any) appointed in accordance with the Regulations;

“Trustee” a trustee of the Charity, appointed in accordance with Article 7 of the Charter and the Regulations including the Chairman and Treasurer; and

“Writing” the representation or reproduction of words, symbols or other information in a visible form by a method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Any reference in the Charter, Byelaws or Regulations to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

3. Annual General Meetings and other General Meetings

3.1 The Charity must hold an Annual General Meeting once in every calendar year unless the Regulations provide otherwise. The Trustees may call a Special General Meeting at any time. The procedure for calling and holding General Meetings shall be set out in the Regulations.

3.2 At each Annual General Meeting the Charter Members shall resolve on:

3.2.1 the appointment of Trustees who have been nominated by the Trustees; and

3.2.2 the appointment of the Auditors.

4. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

5. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

6. Records and accounts

6.1 The Trustees shall comply with the requirements of the Charities Act 2011 as to maintaining a Charter Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Charity Commission of:

6.1.1 annual reports;

6.1.2 annual returns; and

6.1.3 annual statements of account.

6.2 Except as authorised by the Trustees, no person is entitled to inspect any of the Charity's accounting or other records or documents merely by virtue of being a Charter Member.

7. Common Seal and Execution of Deeds

7.1 The Trustees may appoint persons by name or by office to authorise the affixing of the common seal of the Charity to any instruments on its behalf and also to attest the

same by signing the said instruments. Provided that no fewer than two such persons shall authorise the affixing of the common seal and sign each such instrument.

- 7.2 For the avoidance of doubt, the Trustees may also authorise one of their number to sign deeds on behalf of the Charity provided their signature is witnessed.

8. Transitional provisions in relation to existing Capital Accounts

8.1 This Byelaw applies in relation to the existing funds held at the date of this Our Charter which were held as permanent endowment under the terms of the Original Charter, Supplemental Charters and related Byelaws (which, for the purpose of this Byelaw shall be referred to together as the "*Endowment*").

8.2 The Endowment includes the following capital accounts which were established under the previous Byelaws of the Charity:

8.2.1 Capital Account A known as the Permanent Annuities Fund;

8.2.2 Capital Account D known as the Life Annuities Fund;

8.2.3 Capital Account E known as the Annuitants' Relief Fund; and

8.2.4 the Provision of Homes Account

(which for the purpose of this Byelaw shall together be referred to as "*the Capital Accounts*").

8.3 Under the terms of the previous Byelaws, separate income funds were required to be held in relation to each of the Capital Accounts (which, for the purpose of this Byelaw shall be referred to as "*the Income Accounts*").

8.4 The Capital Accounts are now amalgamated into a single capital trust for investment which shall be known as the "*General Endowment Fund*" and held for the general purposes of the Charity. All incoming funds allocated to the General Endowment Fund must be invested and the Trustees may apply the total return arising from such investment (whether income or capital growth) for the general purposes of the Charity.

8.5 The Trustees may from time to time expend any part or parts of the capital of the General Endowment Fund for the general purposes of the Charity as they think fit with the prior written approval of the Charity Commission.

8.6 Any existing funds held within the Income Accounts shall now be treated as held for the general purposes of the Charity.

8.7 For the avoidance of doubt, any part of the Endowment which is not in the Capital Accounts shall henceforth be treated as free from any restriction in relation to expenditure of capital, allowing the income and capital to be applied for the general purposes of the Charity.

REGULATIONS

1. Definitions

The Definitions set out in the Byelaws of the Charity apply to these Regulations

APPOINTMENT AND REMOVAL OF TRUSTEES

2. The Trustees

2.1 There shall be a minimum of five Trustees.

2.2 The Trustees of the Charity shall comprise:

2.2.1 The Chairman and Treasurer appointed by the Trustees in accordance with Regulation 3.

2.2.2 Trustees that have been nominated by the Trustees and appointed by the Charter Members in accordance with Regulation 4.

2.2.3 Trustees co-opted by the Trustees in accordance with Regulation 5.

3. The Chairman and Treasurer – appointment and terms in office

3.1 The Chairman and Treasurer shall be appointed by the Trustees.

3.2 The Chairman and Treasurer shall each serve for an initial term of 4 years and shall then retire unless reappointed by the Trustees. Thereafter, the Chairman and Treasurer may be reappointed by the Trustees for two further terms of 3 years.

3.3 At the end of their third term in office the Chairman and Treasurer will usually step down and may not be reappointed by the Trustees unless the Trustees deem that there are exceptional reasons for that person to be reappointed for a fourth and final term of no more than three years.

3.4 For the avoidance of doubt, any time served as a Trustee prior to their appointment as Chairman or Treasurer will not be taken into account when calculating their terms in office under this Regulation 3.

4. Trustees- appointment and terms in office

4.1 The Charter Members may at the Annual General Meeting appoint further Trustees who have been nominated by the Trustees. The Trustees have discretion as to how many (if any) individuals to nominate at each Annual General Meeting.

4.2 Subject to Regulation 6, all Trustees (except the Chairman and Treasurer) shall retire from office at the end of the third Annual General Meeting following the Annual General Meeting at which they were appointed or last reappointed. A retiring Trustee may be reappointed by the Charter Members for a second term in office if nominated again by the Trustees. A Trustee may only be reappointed by the Charter Members for a third term in office if nominated by the Trustees provided the Trustees deem that

there is an exceptional reason for that individual to continue as a Trustee for a third term.

5. Co-option of Trustees

The Trustees may co-opt to fill a vacancy or as an additional Trustee provided the co-opted Trustee stands down at the next Annual General Meeting unless nominated by the Trustees and appointed by the Charter Members.

6. Deemed Reappointment

If the Charity at an Annual General Meeting at which a Trustee retires by virtue of Regulation 4 does not fill the vacancy, the retiring Trustee will, if willing to act, be deemed to be reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.

7. Vice-Chairman

The Trustees may appoint one of their number to be the Vice-Chairman of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

8. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

- 8.1 he or she ceases to be eligible to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 8.2 he or she is disqualified under the Charities Act 2011 or any other legislation from acting as a trustee of a charity;
- 8.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;
- 8.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 8.5 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 8.6 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 8.7 he or she fails to attend three consecutive meetings of the Trustees without good reason and the Trustees resolve that he or she be removed for this reason; or
- 8.8 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not

be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

DELEGATION BY TRUSTEES

9. Trustees Delegation

9.1 The Trustees may delegate any of their powers or functions to any committee in accordance with these Regulations.

9.2 The Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee in accordance with these Regulations.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation by the Trustees to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be

reported promptly to the Trustees and every committee should usually appoint a secretary for that purpose;

10.1.4 the Trustees may make such rules and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

10.2 The meetings and proceedings of any committee shall be governed by the Regulations regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any rules made by the Trustees.

11. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity by the Trustees to a chief executive or other manager or managers:

11.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

11.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

12. Delegation of investment management

The Trustees may delegate whether through a committee in accordance with Regulation 10 or otherwise the management of investments to a Financial Expert or Experts provided that:

12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;

12.2 timely reports of all transactions are provided to the Trustees;

12.3 the performance of the investments is reviewed regularly with the Trustees;

12.4 the Trustees are entitled to cancel the delegation arrangement at any time;

12.5 the investment policy and the delegation arrangements are reviewed regularly;

12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and

- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

DECISION MAKING BY TRUSTEES

13. Trustees to take decision collectively

Any decision of the Trustees must be either:

- 13.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting; or
- 13.2 made in accordance with the Regulation 19.

14. Calling a Trustees' meeting

- 14.1 The Chairman or four Trustees may call a Trustees' meeting.
- 14.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
- 14.2.1 all the Trustees agree; or
- 14.2.2 those calling the meeting deem that urgent circumstances require shorter notice.
- 14.3 Notice of Trustees' meetings must be given to each Trustee.
- 14.4 Every notice calling a Trustees' meeting must specify:
- 14.4.1 the place, day and time of the meeting;
- 14.4.2 the general nature of the business to be considered at such meeting; and
- 14.4.3 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.
- 14.5 Notice of Trustees' meetings need not be in Writing and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

15. Participation in Trustees' meetings

- 15.1 Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when they can communicate with each other in a reasonably contemporaneous way any information or opinions they have regarding the business of the meeting.
- 15.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 15.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. Quorum for Trustees' meetings

- 16.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 16.2 The quorum for Trustees' meetings shall be three.
- 16.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to co-opt further Trustees.

17. Chairing of Trustees' meetings

The Chairman, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chairman of each Trustees' meeting.

18. Casting vote

- 18.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chairman of the meeting has a casting vote in addition to any other vote he or she may have.
- 18.2 Regulation 18.1 does not apply if, in accordance with the Regulations, the chairman of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. Decisions without a meeting

- 19.1 The Trustees may pass a written resolution copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing or by email.
- 19.2 The Trustees may, in the circumstances outlined in this Regulation, make a majority decision without holding a Trustees' meeting if:
 - 19.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
 - 19.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;
 - 19.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
 - 19.2.4 a majority of the Trustees vote in favour of a particular decision on that matter.
- 19.3 A majority decision of the Trustees made in accordance with this Regulation shall be as valid and effectual as if it had been made at a Trustees' meeting duly convened and held. Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Regulation 19:
 - 19.3.1 may be in different places, and may participate at different times; and

19.3.2 may communicate with each other by any means.

19.4 The Chairman, or such other Trustee as shall be appointed by the Trustees shall be the chairman of the process of decision-making in accordance with this Regulation 19. The process shall include:

19.4.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;

19.4.2 the nomination of a person to whom all Trustee's votes must be communicated;

19.4.3 if a majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

19.4.4 the nominated person must prepare a minute of the decision in accordance with Regulation 38.

19.5 In the case of an equality of votes in any decision-making process in accordance with this Regulation, the Chairman shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Regulations, the Chairman is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

20. Conflicts of interest

20.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a conflict of interest with or in respect of the Charity, he or she must declare his or her interest to the Trustees.

20.2 If any question arises as to whether a Trustee has a conflict of interest with or in respect of the Charity, the question shall be decided by a majority decision of the other Trustees.

20.3 Whenever a Trustee has a conflict of interest either in relation to a matter to be discussed at a meeting or a decision taken by other means the Trustee must:

20.3.1 in respect of a decision taken at a meeting:

(a) remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

(b) not be counted in the quorum for that part of the meeting; and

(c) withdraw during the vote and have no vote on the matter.

20.3.2 in respect of a decision taken outside of a meeting:

- (a) only participate in the discussions leading up to the decision to the extent as in the view of the other Trustees is necessary to inform the debate; and
- (b) not participate in the decision itself.

CHARTER MEMBERSHIP

21. Becoming a Charter Member

21.1 No person may become a Charter Member of the Charity unless:

- 21.1.1 that person has been invited by the Trustees to apply for membership or has applied for membership in a manner approved by the Trustees; and
- 21.1.2 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a Charter Member and need not give reasons for so doing.

21.2 The Trustees may from time to time prescribe criteria for Charter Membership but will not be obliged to accept persons fulfilling those criteria as Charter Members.

21.3 For the avoidance of doubt, on the adoption of these Regulations those individuals previously referred to in the Charter as the “Members of the Charity” shall continue as the Charter Members of the Charity.

22. Termination of Charter Membership

22.1 Charter Membership is not transferable.

22.2 A Charter Member shall cease to be a Charter Member:

- 22.2.1 if the Charter Member dies;
- 22.2.2 if he or she ceases to be a Trustee after the adoption of these Regulations, unless he or she was a Charter Member prior to being appointed as a Trustee;
- 22.2.3 if the Charter Member has a bankruptcy order made against him or her, or has an order made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;
- 22.2.4 on the expiry of at least seven Clear Days’ notice given by the Charter Member to the Charity of his, her or its intention to withdraw provided that at least 10 Charter Members remain;
- 22.2.5 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Charter Member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Charity. Such a resolution may not be passed unless the Charter Member has been given at least 14

Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.

23. Confirmation of Charter Membership

23.1 The Trustees may ask Charter Members to confirm that they wish to remain a Charter Member provided that:

23.1.1 such confirmation may not be sought more than once every three years;

23.1.2 Charter Members must be given at least 28 days to respond; and

23.1.3 any Charter Member that does not duly respond to confirm they wish to remain a Charter Member may be removed as a Charter Member by resolution of the Trustees.

ORGANISATION OF GENERAL MEETINGS

24. Annual General Meetings

An Annual General Meeting must be held once every calendar year and not more than 15 months shall pass between one Annual General Meeting and the next.

25. Length of notice and contents of notice

25.1 All General Meetings including the Annual General Meeting must be called by the Trustees by either:

25.1.1 at least 14 Clear Days' notice; or

25.1.2 shorter notice if it is so agreed by a majority in number of the Charter Members having a right to attend and vote at that meeting.

25.2 Every notice calling a General Meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

26. Service of notice and attendance

26.1 Notice of General Meetings must be given to every Charter Member (including any patrons, President and vice presidents).

26.2 Only Charter Members are entitled to attend a General Meeting. The Trustees may at their discretion invite others to attend but not vote at General Meetings.

27. Quorum for General Meetings

27.1 No business (other than the appointment of the chair of the meeting) may be transacted at a General Meeting unless a quorum is present.

27.2 The quorum shall be 10 persons entitled to vote on the business to be transacted (each being a Charter Member); or

- 27.3 If a quorum is not present within half an hour from the time appointed for the meeting:
- 27.3.1 the chairman of the meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as he or she thinks fit; and
 - 27.3.2 failing adjournment by the chairman of the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and
 - 27.3.3 if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

28. Chairing General Meetings

- 28.1 The President (if any) or in his or her absence a Trustee nominated by the Trustees shall preside as chairman of every General Meeting.
- 28.2 If neither the President nor any Trustee nominated in accordance with Regulation 28.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chairman of the meeting.
- 28.3 If no Trustee is present and willing to act as chairman of the meeting within fifteen minutes after the time appointed for holding the meeting, the Charter Members present in person or by proxy and entitled to vote must choose one of the Charter Members present in person to be chairman of the meeting.

29. Adjournment

- 29.1 The chairman of the meeting may adjourn a General Meeting at which a quorum is present if:
- 29.1.1 the meeting consents to an adjournment; or
 - 29.1.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 29.2 The chairman of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 29.3 When adjourning a General Meeting, the chairman of the meeting must:
- 29.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
 - 29.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 29.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 Clear Days' notice of it:
- 29.4.1 to the same persons to whom notice of the Charity's General Meetings is required to be given; and
 - 29.4.2 containing the same information which such notice is required to contain.
- 29.5 No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

30. Voting: general

- 30.1 A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Regulations. Unless otherwise specified in the Charter, Byelaws or Regulations; a resolution of the Charter Members must be passed by a simple majority of votes cast.
- 30.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chairman of the meeting that the resolution:
- 30.2.1 has or has not been passed; or
 - 30.2.2 passed with a particular majority;
- is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Regulation 38 is also conclusive evidence of that fact without such proof.

31. Votes

Votes on a show of hands

On a vote on a resolution which is carried out by a show of hands, each Charter Member has one vote, regardless of whether he or she has been appointed as a proxy by any other Charter Member.

Votes on a poll

- 31.1 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:
- 31.1.1 every Charter Member present in person; and
 - 31.1.2 every Charter Member present by proxy (subject to Regulation 35.7).

No casting vote

- 31.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

32. Errors and disputes

- 32.1 No objection may be raised to the qualification of any person voting at a General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 32.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

33. Poll votes

- 33.1 A poll on a resolution may be demanded:
- 33.1.1 in advance of the General Meeting where it is to be put to the vote; or
 - 33.1.2 at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 33.2 A poll may be demanded by:
- 33.2.1 the chairman of the meeting;
 - 33.2.2 a Trustee; or
 - 33.2.3 twenty Charter Members.
- 33.3 A demand for a poll may be withdrawn if:
- 33.3.1 the poll has not yet been taken; and
 - 33.3.2 the chairman of the meeting consents to the withdrawal.

34. Procedure on a poll

- 34.1 Subject to the Regulations, polls at General Meetings must be taken when, where and in such manner as the chairman of the meeting directs.

Results

- 34.2 The chairman of the meeting may appoint scrutineers (who need not be Charter Members) and decide how and when the result of the poll is to be declared.
- 34.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

Timing

- 34.4 A poll on:
- 34.4.1 the election of the chairman of the meeting; or
 - 34.4.2 a question of adjournment;
- must be taken immediately.
- 34.5 Other polls must be taken within 30 days of their being demanded.
- 34.6 A demand for a poll does not prevent a General Meeting from continuing, except as regards the question on which the poll was demanded.

Notice

- 34.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 34.8 Where no such announcement is made at the meeting then at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

35. Proxies

Power to appoint

- 35.1 The Trustees have discretion from time to time to allow Charter Members to appoint another Charter Member or the chairman as his or her proxy to exercise all or any of his or her rights to attend and speak and vote at a General Meeting of the Charity.

Manner of appointment

- 35.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
- 35.2.1 states the name and address of the Charter Member appointing the proxy;
 - 35.2.2 identifies the person appointed to be that Charter Member's proxy and the General Meeting in relation to which that person is appointed;
 - 35.2.3 is signed by or on behalf of the Charter Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 35.2.4 is delivered to the Charity in accordance with any instructions contained in the notice of General Meeting to which they relate.
- 35.3 The Trustees may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 35.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

- 35.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 35.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 35.5.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

Delivery of Proxy Notices

- 35.6 The Proxy Notification Address in relation to any General Meeting is any Address or Addresses (including an electronic Address) specified by the Charity in the Proxy Notice as an Address at which the Charity or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in hard copy form or Electronic Form.

Attendance of Charter Member

- 35.7 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast on their behalf by the proxy appointed under the Proxy Notice is not valid.

Timing

- 35.8 A Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the General Meeting or adjourned meeting to which it relates.
- 35.9 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.
- 35.10 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be:
- 35.10.1 received in accordance with Regulation 35.8; or
 - 35.10.2 given to the chairman or any Trustee at the meeting at which the poll was demanded.

Interpretation

- 35.11 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Regulation 35.

Revocation

- 35.12 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.

- 35.13 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 35.13.1 the start of the meeting or adjourned meeting to which it relates; or
 - 35.13.2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

Execution

- 35.14 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

36. Amendments to resolutions

- 36.1 Any resolution to be proposed by Trustees at a General Meeting may be amended by resolution of the Charter Members if the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 36.2 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

37. Communications by the Charity

Methods of communication

- 37.1 Notice may be served on Charter Members under the provisions of the Charter, Byelaws or Regulations:
- 37.1.1 in Hard Copy Form; or
 - 37.1.2 in Electronic Form.
- 37.2 A Charter Member shall receive notice in Hard Copy Form unless they have consented to receive notice in Electronic Form. For the avoidance of doubt, the Charter Member may give such consent in Hard Copy Form or in Electronic Form. A Charter Member may on 7 days notice revoke consent to receiving notice in Electronic Form.
- 37.3 Where a document or information is required by the Charter, Byelaws or Regulations to be sent or supplied by the Charity to a Charter Member with any notice then it may be sent or supplied by making it available on a website, provided that a Charter Member has the right in each case to ask the Charity to send the document or information in Hard Copy Form.
- 37.4 Any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that

Trustee has asked to be sent or supplied with such notices or documents for the time being.

Deemed delivery

- 37.5 A Charter Member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 37.6 Where any document or information is sent or supplied by the Charity to the Charter Members:
- 37.6.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 37.6.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 37.6.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

Failed delivery

- 37.7 Where any document or information required by the Charter, Byelaws or Regulations to be sent or supplied by the Charity to a Charter Member or Trustee has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 37.7.1 if the document or information has been sent to a Charter Member or Trustee and is notice of a General Meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the document or information to the Charter Member's or Trustee's postal address as shown in the Charity's register of Charter Members or Trustees, but may in its discretion choose to do so;
- 37.7.2 in all other cases, the Charity shall send a Hard Copy of the document or information to the Charter Member's postal address as shown in the Charity's register of Charter Members (if any), or in the case of a recipient who is not a Charter Member, to the last known postal address for that person (if any); and
- 37.7.3 the date of service or delivery of such documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 37.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

- 37.9 Notices of General Meetings need not be sent to a Charter Member who does not register an Address with the Charity, or to a Charter Member for whom the Charity does not have a current Address.

38. Minutes

The Trustees must cause minutes to be made:

- 38.1 of all appointments of officers made by the Trustees;
- 38.2 of all resolutions of the Charter Members and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 38.3 of all proceedings at meetings of the Charter Members and of the Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chairman of the meeting at which the proceedings were had, or by the chairman of the next succeeding meeting, shall, as against any Charter Member or Trustee of the Charity, be sufficient evidence of the proceedings.

AMENDMENT OF THESE REGULATIONS

- 39.** These Regulations may be amended by the Trustees in accordance with Article 10 of the Charter provided that no substantive amendments may be made to Regulations 2-8, 21-36 and 39 without the approval of two thirds of the Charter Members present (in person or by proxy) and entitled to vote at a General Meeting.