

**Companies Act 2006
Company limited by guarantee**

**ARTICLES
OF ASSOCIATION
-OF-
COMMUNITY FOUNDATIONS
FOR LANCASHIRE AND MERSEYSIDE**

**Company number: 03422207
Charity Number: 1068887**

**Brabners LLP
Horton House
Exchange Flags
Liverpool
L2 3YL
(Ref. SCL.40044.)**

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ARTICLES OF ASSOCIATION

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**THE COMMUNITY FOUNDATIONS
FOR LANCASHIRE AND MERSEYSIDE**

1. Objects

1.1 The Objects for which the Charity is established are the promotion of any charitable purposes for the benefit of the community in the United Kingdom but primarily within the following areas:

1.1.1 the five Metropolitan Boroughs presently constituting the area of the County of Merseyside namely the City of Liverpool and the Metropolitan Boroughs of Wirral, Sefton, Knowsley and St Helens together with the area of Halton Borough Council;

1.1.2 the County of Lancashire and the Boroughs of Blackburn with Darwen and Blackpool.

1.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

2. Powers

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

2.1 to assist financially or otherwise any body, trust association or organisation (whether incorporated or not) which has purposes which are charitable by the laws of England and Wales;

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

2.3 to procure and provide information;

2.4 to print, make, issue, show, circulate, commission and support papers, periodicals, books, circulars, tapes, film recordings and other media of communication;

2.5 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;

2.6 to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Charity subject to such consents as may be required by law;

2.7 to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;

- 2.8 to borrow or raise money for the Objects of the Charity on such terms and on such security as may be thought fit subject to such consents as may be required by law;
- 2.9 to take and accept any gift of money or other assets (including instalments of money to be paid under deed of covenant and money transferred to the Charity by way of loan) upon or for any special trusts, institutions or purposes (provided that the same shall be exclusively charitable and connected with the community for whose benefit the Charity is established) including trusts, institutions and purposes either specified or to be specified by some person other than the Charity or in default of any trust, institution or purpose being specified to be selected by the Charity at its discretion from a class or classes of trusts, institutions or purposes specified by some such other person or persons and in either case with or without such person being named as the donor;
- 2.10 to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise provided that the Charity shall not undertake any permanent trading activities in raising funds for the charitable Objects aforesaid;
- 2.11 to draw, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 2.12 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.13 to delegate the management of investments to a financial expert, but only on terms that:
- 2.13.1 the investment policy is set down **in writing** for the financial expert by the Trustees;
 - 2.13.2 timely reports of all transactions are provided to the Trustees;
 - 2.13.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 2.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 2.13.7 the financial expert must not do anything outside the powers of the Charity;
- 2.14 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.15 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.16 to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking established with the intention of directly benefiting the Charity provided always that appropriate professional advice shall have been sought before making such subscription or acquisition;

- 2.17 to make donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any exclusively charitable trusts, associations or institutions, or to or for any individuals for any exclusively charitable purposes;
- 2.18 to undertake and execute charitable trusts;
- 2.19 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons not being Trustees whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Charity;
- 2.20 subject to the provisions of clause 8 to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- 2.21 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Charity and prohibit 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 Charity by this Memorandum of Association;
- 2.22 to appoint a President, Vice-President, and Patrons and such other honorary officers for such period and subject to such privileges and conditions as may be thought fit;
- 2.23 to pay any sum of income or capital intended to be applied for charitable purposes to the Treasurer or other proper official of any body, trust, association or organisation (whether incorporated or not) whose objects are for the time being exclusively charitable by the laws of England and Wales;
- 2.24 to make and alter such rules and regulations as may be requisite for the efficient management, development and administration of the Charity;
- 2.25 to carry out research including research designed to assist in the development of, and increase in, charitable giving amongst the private sector;
- 2.26 to set aside funds for special purposes or as reserves against future expenditure;
- 2.27 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.28 to establish or acquire subsidiary companies;
- 2.29 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 The Trustees when complete consist of not more than twelve individuals comprising the following:
 - 3.2.1 up to four Lancashire Trustees;
 - 3.2.2 up to four Merseyside Trustees;
 - 3.2.3 up to four Trustees appointed in accordance with Article 3.5

and such other Trustees co-opted by the Trustees in accordance with Articles 3.6 and 3.7.

3.3 The Lancashire Trustees shall be appointed as such in accordance with the Articles as a result of their skills and expertise relating to the community, voluntary and other sectors in Lancashire. As at the date on which these Articles are adopted, the Lancashire Trustees shall be the following individuals:

3.3.1 Arthur Roberts of 6 Victoria Road, Poulton le Fylde, Lancashire, FY6 7JA who shall hold office until the AGM held in the year 2017 and who may not be re-elected at the expiration of his term of office unless reappointed for a further term in accordance with Article 4.4;

3.3.2 Terence Hephrun of Moorlands, 12 Glen View Road, Burnley, Lancashire, BB11 2QN who shall hold office until the AGM held in the year 2014 and who may not be re-elected at the expiration of his term of office unless reappointed for a further term in accordance with Article 4.4;

3.3.3 Wendy Anne Swift whose service address is at NHS Blackpool, Seaside Way, Blackpool, Lancashire, FY1 6JX who shall hold office until the AGM held in the year 2014 and who may be re-elected at the expiration of her term of office.

3.4 The Merseyside Trustees shall be appointed as such in accordance with the Articles as a result of their skills and expertise relating to the community, voluntary and other sectors in Merseyside. As at the date on which these Articles are adopted, the Merseyside Trustees shall be the following individuals:

3.4.1 Michael John Eastwood of 34 Birch Road, Prenton, Wirral, CH43 5UA who shall hold office until the AGM held in the year 2014 and who may not be re-elected at the expiration of his term of office unless reappointed for a further term in accordance with Article 4.4;

3.4.2 Sally Anne Roisin Yeoman of 27 Chester Road, Walton, Warrington, Cheshire, WA4 6ER who shall hold office until the AGM held in the year 2014 and who may not be re-elected at the expiration of her term of office unless reappointed for a further term in accordance with Article 4.4;

3.4.3 David Croft McDonnell of Burn Lea, 18 The Serpentine, Garston, Liverpool, L19 9DT who shall hold office until the AGM held in the year 2017 and who may not be re-elected at the expiration of his term of office unless reappointed for a further term in accordance with Article 4.4.

3.5 Up to four Trustees shall be appointed as such in accordance with the Articles as a result of their specific skills and expertise, as required by the Charity from time to time. As at the date on which these Articles are adopted, the Trustees holding office pursuant to this Article shall be the following individuals:

3.5.1 William John Bowley of 17 St George's Road, Formby, Liverpool, Merseyside, L37 3HH who shall hold office until the AGM held in the year 2015 and who may not be re-elected at the expiration of his term of office unless reappointed for a further term in accordance with Article 4.4;

3.5.2 Abila Pointing of 45 Canning Street, Liverpool, Merseyside, L8 7NN who shall hold office until the AGM held in the year 2015 and who may not be re-elected at the expiration of her term of office unless reappointed for a further term in accordance with Article 4.4.

3.6 The Trustees may at any time co-opt any individual who is eligible under the Articles as a Trustee to fill a vacancy in their number and a Trustee co-opted in accordance with this Article may be appointed for a period of up to three years. A Trustee co-opted in accordance with this Article may be appointed as a result of his / her skills as set out in Articles 3.3 to 3.5 or alternatively, may be appointed for such other reason as the Trustee in their discretion shall determine.

- 3.7 The Trustees may at any time co-opt any individual who is eligible under the Articles as an additional Trustee but a Trustee co-opted in accordance with this Article holds office only until the next AGM.

4. Appointment / Election of Trustees

- 4.1 Subject to the Articles, Trustees are either elected by the Members in accordance with the procedure set out in Article 4.3 or co-opted by the Trustees in accordance with Articles 3.6 or 3.7.

- 4.2 The Trustees shall establish a Trustees Appointments Panel for the purposes of considering and approving nominations / applications for trusteeship ahead of the election of Trustees at the AGM. The Trustee Appointments Panel shall comprise of a minimum of four Trustees and one independent person, each of whom shall be entitled to one vote on the Trustees Appointment Panel.

- 4.3 Trustees shall be elected by the Members for a term of three years in accordance with the following procedure:

- 4.3.1 No person other than a retiring Trustee shall be eligible for election as a Trustee at an AGM unless his / her nomination (made by one Member and seconded by one other Member) has been received by the Secretary at least seven clear days before the meeting of the Trustees Appointments Panel at which the nomination is to be considered. A nomination shall be in such form as the Trustees may specify. Any Member shall be entitled to submit nominations and any Member doing so shall provide to the Secretary such information about the candidate as the Trustees shall require, including (but without limitation) a short curriculum vitae (as it is relevant to the nomination) of the candidate.

- 4.3.2 The nomination shall then be appraised by the Trustees Appointments Panel and the Trustees Appointments Panel will determine by majority resolution which application for trusteeship shall be put to the Members at the AGM.

- 4.3.3 At the AGM, the Members present and voting shall elect Trustees to fill the vacancies arising from the applications put to the Members at the AGM.

- 4.4 Subject to the terms office and provisions for reappointment contained in Articles 3.3 to 3.5, a retiring Trustee who is eligible may be reappointed except that no Trustee may serve more than two consecutive terms of office of three years but is eligible for re-election one year after his retirement. Notwithstanding the above, a retiring Trustee who is eligible may be reappointed to serve a third term of three years if, in the opinion of the Trustees Appointments Panel, it is in the best interests of the Charity, its future plans and its organisational and business needs for a third term to be served and the Trustees Appointments Panel authorise a Trustee to serve a third term by a majority resolution.

- 4.5 A Trustee may not act as a Trustee unless he / she:

- 4.5.1 is over the age of 18 years; and

- 4.5.2 has signed a written declaration confirming (i) his / her willingness to act as a charity trustee of the Charity (and, if applicable, to become a Member); and (ii) his / her support of the Objects.

- 4.6 A Trustee's term of office as such automatically terminates if he / she:

- 4.6.1 is disqualified under the Charities Act from acting as a charity trustee;

- 4.6.2 is incapable, whether mentally or physically, of managing his / her own affairs;
 - 4.6.3 is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 4.6.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 4.6.5 is removed by the Trustees at a meeting by a simple majority resolution because the Trustees conclude that that person is no longer suitable to hold office either because of their actions or behaviour or for some other substantial and proper reason in the interests of the Charity, provided that any Trustee subject to such a proposal shall be entitled to make representations in writing or in person or both before the Trustees determine such a matter.
- 4.7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' proceedings

- 5.1 The Trustees must hold at least four meetings each year.
- 5.2 A quorum at a meeting of the Trustees is at least four or one third of the Trustees then in office whichever is the greater.
- 5.3 A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 5.4 The **Chair** or (if the Chair is unable or unwilling to do so) the **Vice Chair** or (if the Vice Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 5.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 5.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 5.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 6.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.
- 6.2 When necessary, to appoint (and remove) a Chair, Vice Chair, a Treasurer and other honorary officers from among their number at the first Trustee meeting following the AGM. Such persons shall hold office for three years or until the conclusion of the AGM at the end of their terms of office and shall be eligible for re-election so as to serve two consecutive terms.

- 6.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 6.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 6.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 6.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 6.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

7. Benefits to Members and Trustees

The income and property of the Charity shall be applied solely towards the promotion of its Objects as set forth in these Articles of Association 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 Charity and no Trustee shall without the prior written permission of the Charity Commission be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or moneys worth from the Charity.

Provided that nothing herein shall prevent any payment in good faith by the Charity:

- 7.1 of reasonable and proper remuneration to any Member, officer, servant or consultant of the Charity (not being a Trustee of the Charity) for any services rendered to the Charity and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such Member, officer, servant or consultant of the Charity;
- 7.2 to any Trustee who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Trustees to act in that capacity on behalf of the Charity provided that:
 - 7.2.1 he / she shall be absent from all meetings at which the employment and remuneration of such a firm or company are discussed during the relative discussion;
 - 7.2.2 he / she shall not vote on any resolution relating to the employment or remuneration of such firm or company;
 - 7.2.3 the other Trustees are satisfied that the employment of the firm or company in question is both necessary and expedient in the interests of the Charity.
- 7.3 of interest on money lent by a Member of the Charity or its Trustees at a rate per annum not exceeding 2 per cent less than the base lending rate prescribed for the time being by a major London Clearing Bank or 3 per cent whichever is the greater;
- 7.4 to any Trustee of reasonable and proper out-of-pocket expenses;

- 7.5 to a company of which a Member of the Charity or a Trustee may be a member holding not more than one hundredth part of the capital of such company;
- 7.6 of reasonable and proper rent for premises demised or let by any Member of the Charity or by any Trustee;
- 7.7 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Trustee (or any of them) in relation to the Charity provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default.
- 7.8 Subject to Article 8.9, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- 7.8.1 declare the nature and extent of his / her interest before discussion begins on the matter;
- 7.8.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
- 7.8.3 not be counted in the quorum for that part of the meeting; and
- 7.8.4 be absent during the vote and have no vote on the matter.
- 7.9 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 7.9.1 continue to participate in discussions leading to the making of a decision and / or to vote; or
- 7.9.2 disclose to a third party information confidential to the Charity; or
- 7.9.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or any other third party; or
- 7.9.4 refrain from taking any step required to remove the conflict.
- 7.10 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

8. Records and Accounts

- 8.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 8.1.1 annual returns;
- 8.1.2 annual reports; and
- 8.1.3 annual statements of account.
- 8.2 The Trustees must also keep records of:

- 8.2.1 all proceedings at meetings of the Trustees;
 - 8.2.2 all resolutions in writing;
 - 8.2.3 all reports of committees; and
 - 8.2.4 all professional advice obtained.
- 8.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 8.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

9. Membership

- 9.1 The Charity must maintain a register of Members.
- 9.2 The Trustees and such other persons as are admitted to Membership shall be Members. No person shall be admitted as a Member unless he is approved by the Trustees. Every person (except for the Trustees who shall become Members automatically upon their appointment as a Trustee) who wishes to become a Member shall deliver to the Charity an application for Membership in such form as the Trustees require to be executed by him / her.
- 9.3 Every Member shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.
- 9.4 A Member may at any time withdraw from the Charity by giving at least seven **clear days'** notice to the Charity. Membership shall not be transferable and shall cease on death.
- 9.5 It shall be the duty of the Trustees, if at any time they shall be of the opinion that the interests of the Charity so require, by notice in writing sent by prepaid post to a Member's last known address, to request that Member to withdraw from Membership of the Charity within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the Trustees present and voting, which majority shall include one half of the total number of the Trustees for the time being.

If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from Membership by submitting written notice of his resignation, or if at any time after receipt of the notice requesting him to withdraw from Membership, the Member shall so request in writing, the matter shall be submitted to a properly convened and constituted meeting of the Trustees. The Trustees and the Member whose expulsion is under consideration shall be given at least 14 clear days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a statement in his / her defence either verbally or in writing, and he / she shall not be required to withdraw from Membership unless half of the Trustees present and voting shall, after receiving the statement in his / her defence, vote for his / her expulsion or unless the Member fails to attend the Meeting without sufficient reason being given. If such a vote is carried, or if the Member shall fail to attend the meeting without sufficient reason being given, he / she shall thereupon cease to be a Member and his / her name shall be erased from the Register of Members.

- 9.6 Membership is not transferable.

10. General Meetings

- 10.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 10.2 General meetings are called on at least 14 and not more than 42 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) at least 14 clear days' written notice setting out the terms of the proposed special resolution.
- 10.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three Members.
- 10.4 The Chair or (if the Chair is unable or unwilling to do so) the Vice Chair of the Trustees shall chair a general meeting.
- 10.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 10.6 Every Member present in person or by proxy has one vote on each issue.
- 10.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 10.8 Except at first, the Charity must hold an **AGM** in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 10.9 Members must annually at the AGM:
 - 10.9.1 receive the accounts of the Charity for the previous **financial year**;
 - 10.9.2 receive a written report on the Charity's activities;
 - 10.9.3 be informed of the retirement of those Trustees who wish to retire (or whose terms of office are at an end);
 - 10.9.4 elect Trustees to fill the vacancies arising in accordance with the Articles;
 - 10.9.5 appoint reporting accountants or auditors for the Charity;
 - 10.9.6 transact such business as may be brought before them.
- 10.10 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 10.11 A general meeting may be called by the Trustees at any time and must be called within 14 days of a written request from three or more Trustees (being Members) or at least 10% of the Membership.
- 10.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

11. Limited Liability

- 11.1 The liability of Members is limited.

- 11.2 Every Member of the Charity undertakes to contribute to the assets of the Charity, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (one pound).

12. Communications

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

12.1.1 by hand; or

12.1.2 by post; or

12.1.3 by suitable electronic means.

- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.

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

12.3.1 24 hours after being sent by electronic means; or

12.3.2 two clear days after being sent by first class post to that address; or

12.3.3 three clear days after being sent by second class or overseas post to that address; or

12.3.4 immediately on being handed to the recipient personally; or, if earlier,

12.3.5 as soon as the recipient acknowledges actual receipt.

- 12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

If on the winding up or dissolution of the Charity there remains after the satisfaction of all debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Charity and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Article 8 hereof, such institution or institutions to be determined by Members of the Charity at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Trustees for some other charitable purpose or purposes.

14. Interpretation

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

- 14.2 In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

'the Articles' means the Charity's Articles of Association and 'Article' refers to a particular Article;

'Chair' means the chair of the Trustees appointed in accordance with Article 6.2;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Acts 1992 to 2011;

'charity trustee' has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Acts 1985 to 2006;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'Lancashire Trustee' shall have the meaning prescribed in Article 3.3;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company Membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'Merseyside Trustee' shall have the meaning prescribed in Article 3.4;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors. For the avoidance of doubt, the term 'Trustee' and 'Trustees' includes, Lancashire Trustees, Merseyside Trustees, any Trustees appointed in accordance with Article 3.5 and any Trustees co-opted in accordance with Article 3.7;

'Vice Chair' means the vice chair of the Trustees appointed in accordance with Article 6.2;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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