COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

THE GUILD OF ST. GEORGE

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

"the Acts"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
"the Articles"	means these Articles of Association of the Company
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday, bank holiday or public holiday
"Charity Commission"	means the Charity Commission for England and Wales
"Clear Days"	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies
"Companion"	means a member for the time being of the Company who is admitted under Article 6
"the Company"	means the company intended to be regulated by the Articles
"Deputy Master"	means a person elected as a Deputy Master of the Company under Article 29

"Director"	means any director of the Company who is appointed under Article 21
"General Meeting"	means a meeting of Companions
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Master"	means (subject to the context) either the person elected as chair of the Company under Article 29 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"the Memorandum"	means the Memorandum of Association of the Company
"the Objects"	means the objects of the Company set out in Article 3
"Observers"	means those persons (other than Directors) present under Article 31 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Senior Officers"	means the Chief Executive and such other senior members of staff as the Board may designate as such
"United Kingdom"	means Great Britain and Northern Ireland
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers.

1.2 In the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;

1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;

1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

1.2.5 references to articles are to those within the Articles; and

1.2.6 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company.

2 NAME

The name of the Company is The Guild of St. George.

3 OBJECTS

The Objects for which the Company is established are:-

3.1 To promote the advancement of education and training in the field of rural economy, industrial design and craftsmanship, and appreciation of the arts, in accordance with the principles set out in the Letters to Working Men by John Ruskin published under the title Fors Clavigera.

4 POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

4.1 to employ or take secondments of staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;

4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);

4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);

4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011;

Borrowing

4.7 to borrow and give security for loans;

Grants and Loans

4.8 to make and receive grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);

Fund Raising

4.9 to raise funds, to invite and receive contributions;

Trading

4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;

4.12 to promote or carry out research and publish the results of it;

Contracts

4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

4.15 to:-

4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Company to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000;

Insurance

4.16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

4.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

4.18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;

4.19 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in the Charities Act 2011;

Other Organisations

4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, registered societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;

4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;

4.22 to amalgamate with any charity which has objects similar to the Objects;

4.23 to undertake and execute any charitable trusts;

4.24 to affiliate, register, subscribe to or join any organisation;

4.25 to act as agent or trustee for any organisation;

Reserves

4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

4.27 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

General

4.28 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

5.1 The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the Objects of the Company as set forth in these Articles of Company; and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus, or otherwise howsoever, by way of profit to the persons who at any time are or have been Companions of the Company, or to any of them, or to any person claiming through any of them. Provided always that nothing herein shall prevent the payment in good faith of remuneration to any officers or servants of the Company, or to any Companion thereof or to any other person in return for any services actually rendered to the Company.

5.2 No Master or Director of the Company shall either directly or indirectly receive any pay, profit, emolument or advantage whatsoever from, out of, or by means of any office or position which he may hold in the Company.

PART B. COMPANY MEMBERSHIP

6 COMPANIONS

6.1 The Companions are:-

6.1.1 the subscribers to the Memorandum; and

6.1.2 others admitted to membership of the Company by the Board under the Articles.

7 ADMISSION OF COMPANION

7.1 A person may not be admitted by the Board as a Companion:-

7.1.1 unless he has signed a written application to become a Companion in such form as the Board requires and he is approved by the Board;

7.1.2 unless he has paid or confirmed that he will pay such subscription either annually and/or upon becoming a Companion as the Board shall determine from time to time;

7.1.3 for such period as the Board may deem appropriate if he has ceased to be a Companion by reason of his having been removed as a Companion in accordance with Article 9.3 and/or as a Director under Article 23;

7.1.4 unless he is aged 16 or over; or

7.1.5 if he would immediately cease to be a Companion under the Articles.

7.2 Membership of the Company is personal and not transferable.

8 APPOINTMENT OF COMPANIONS

8.1 Any person may seek to be appointed as a Companion. Any application shall be considered by the Board who shall appoint such person as a Companion unless in the Board's reasonable opinion, the appointment will be detrimental to the work of the Company.

8.2 Each application for membership must be made in writing addressed to the Board and delivered to the Registered Office, a Board meeting or the Secretary in person.

9 TERMINATION OF COMPANIONSHIP

A person will cease to be a Companion:-

9.1 on delivering written notice of resignation to the Registered Office;

9.2 if he dies; or

9.3 if the Board resolves to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed.

10 CONDUCT AND SUSPENSION OF COMPANIONS

10.1 If the Master receives a written complaint identifying the complainant and alleging conduct by a Companion that in his reasonable opinion is detrimental to the interests of the Company, and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article, he may suspend the Companion concerned.

10.2 Conduct detrimental to the interests of the Company includes conduct that is or could be regarded as detrimental to the work and/or reputation of the Company.

10.3 Where the Master is absent or unable or unwilling to act in relation to a complaint or the complaint is about the Master, then the Deputy Master may exercise the power to suspend the Master or a Companion under Article 10.1 in the same circumstances as the Master. In the event that the complaint relates to both the Master and Deputy Master, or both the Master and Deputy Master are unwilling to act, then the Board shall determine amongst themselves as to which Director shall consider the complaint received and exercise any suspension in accordance with Article 10.1.

10.4 The Companion whose conduct is complained of must immediately be notified in writing of the complaint and of any suspension which if exercised under Article 10.1 or Article 10.3, will be effective from the date of the notice. During the period of any suspension, the Companion must not:

10.4.1 participate in a General Meeting or any other Company meeting;

10.4.2 authorise or incur expenditure on behalf of the Company;

10.4.3 make use of any property belonging to or in use by the Company in his capacity as a Companion;

10.4.4 hold himself out as a Companion; or

10.4.5 seek to commit the Company to any obligation.

10.5 On receipt of a complaint under Article 10.1 the Master, the Deputy Master or appointed Director must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Master, Deputy Master or appointed Director acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve. Sanctions arising out of such an investigation may include a Companions membership being suspended for a specified period of time or a recommendation that the Companion be removed in accordance with Article 9.

11 LIABILITY OF COMPANIONS

11.1 The liability of the Companions is limited.

11.2 Every Companion promises, if the Company is wound up whilst he is a Companion or within one year after ceasing to be a Companion, to contribute such amount as is required up to a maximum of £5 towards:

11.2.1 winding up the Company;

11.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Companion; and

11.2.3 the adjustment of the rights of the contributories among themselves.

PART C. GENERAL MEETINGS

12 GENERAL MEETINGS

12.1 The Company shall hold an Annual General Meeting each calendar year to be held, subject to Article 13, at such time and place as the Board decides. The business of the Annual General Meeting shall unless otherwise determined by the Board be:

12.1.1 to re-appoint Directors (if necessary);

12.1.2 to receive the annual Directors report;

12.1.3 to consider the accounts and the Auditors Report (if any);

12.1.4 to appoint the Auditors (if necessary); and

12.1.5 to transact any other business specified in the notice convening the meeting.

12.2 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 13.

12.3 On receiving a requisition from the percentage of Companions required under the Act the Board must promptly convene a General Meeting.

13 NOTICE OF GENERAL MEETINGS

13.1 Every General Meeting must be called by at least 14 Clear Days' notice.

13.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Companions who may attend and vote and who together hold 90% or more of the total voting rights of all of the Companions at the General Meeting.

13.3 The notice must specify:-

13.3.1 the time, date and place of the General Meeting;

13.3.2 the general nature of the business to be transacted; and

13.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.

13.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

13.5 Notice of a General Meeting must be given to all of the Companions, the Directors, and to the Company's auditors (if any).

13.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

14 QUORUM

14.1 No business may be transacted at a General Meeting unless a quorum is present.

14.2 The quorum for General Meetings is 15% of the Companions for the time being, being present in person or by proxy.

14.3 A Companion may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

14.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

14.5 If at the adjourned meeting there are again insufficient Companions present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.

14.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Companions.

15 MASTER AT GENERAL MEETINGS

15.1 The Master is to chair General Meetings.

15.2 If the Master is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Deputy Master, if any, must chair the General Meeting.

15.3 If neither the Master nor the Deputy Master, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Companions present must choose one of their number to chair the General Meeting.

16 ADJOURNMENT OF GENERAL MEETINGS

16.1 The Master may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.

16.2 The Master may also adjourn a General Meeting if it appears to the Master that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.

16.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.

16.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 16.1 or 16.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.

16.5 Resolutions passed at an adjourned General Meeting are to be treated as having

been passed on the date on which they were actually passed.

17 VOTING AT GENERAL MEETINGS

17.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.

17.2 Each Companion present in person or by proxy has one vote both on a show of hands and a ballot.

17.3 If there is an equality of votes on a show of hands or a ballot the Master is entitled to a second or casting vote.

17.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Master whose decision is final.

17.5 A declaration by the Master that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

18 BALLOTS

18.1 A ballot may be demanded by the Master or by any two Companions before or on the declaration of the result of a show of hands.

18.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.

18.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.

18.4 A ballot is to be taken as the Master directs. The Master may appoint scrutineers (who need not be Companions) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.

18.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Master directs.

18.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

19 PROXIES

19.1 A Companion may validly appoint a proxy by notice in writing which:

19.1.1 states the name and address of the Companion appointing the proxy;

19.1.2 identifies the person appointed to be that Companion’s proxy and the

General Meeting in relation to which that person is appointed;

19.1.3 is signed by or on behalf of the Companion appointing the proxy, or is authenticated in such manner as the Directors may determine; and

19.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.

19.2 A proxy need not be a Companion. The Board may from time to time prescribe a form to appoint a proxy by Standing Orders made under Article 40. A proxy may not appoint another proxy.

19.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.

19.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 72 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.

19.5 No document appointing a proxy will be valid for more than 12 months.

19.6 A vote given or ballot demanded by proxy is to be valid despite:-

19.6.1 the revocation of the proxy; or

19.6.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

19.7 A proxy form will not be valid for any part of a General Meeting at which the Companion who appointed the proxy is present.

20 COMPANIONS' WRITTEN RESOLUTIONS

20.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Companions (provided that those Companions would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:

20.1.1 a copy of the proposed resolution has been sent to every eligible Companion;

20.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Companions have signified their agreement to the resolution; and

20.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning

with the circulation date.

20.2 A resolution under Article 20.1 may consist of several documents in similar form each approved by one or more Companions.

PART D. DIRECTORS

21 APPOINTMENT OF DIRECTORS

21.1 The Directors shall be those in place at the date of adoption of these Articles.

21.2 There shall be a minimum of three and no more than fifteen Directors who shall serve a term as near as possible to 3 years. At every Annual General Meeting of the Company, one third of the Directors for the time being or if their number is not a multiple of three then the number nearest to one third, shall retire from office. Such Directors shall be eligible for re-election at the Annual General Meeting at which they are due to retire.

21.3 The Directors to stand down in each case shall be those who have been in office for the longest period. Where Directors have held office for the same time then the Directors shall agree among themselves who shall step down, and in the absence of agreement lots are to be drawn.

21.4 The Board may, at any time, appoint additional Directors up to the prescribed maximum for their skills, knowledge and/or experience.

21.5 No person may be appointed or re-appointed as a Director:

21.5.1 unless he/she is over 18;

21.5.2 with the exception of those Directors appointed in accordance with Article 21.4, unless he/she is a Companion; or

21.5.3 if he/she would immediately cease to be a Director under Article 23.

21.6 The appointment of a Director is not to take effect until he has confirmed his consent to act as required by Companies House. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay.

21.7 Where a casual vacancy occurs for a Director, the Board acting by a simple majority may appoint a person to fill the vacancy and a replacement will continue as a Director until the next Annual General Meeting whether or not it is the Annual General Meeting at which the term of office of the person whose retirement or removal caused the vacancy would have come to an end. The Director who is retiring in accordance with this Article 21.7 may be appointed as a Director by the Annual General Meeting in accordance with 21.2.

21.8 No Director may be appointed except as set out in the Articles.

22 OBLIGATIONS OF DIRECTORS

22.1 The Board shall set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.

22.2 The statement of the obligations of the Directors to the Company shall include:-

22.2.1 a commitment to its values and objectives including equal opportunities;

22.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

22.2.3 an obligation to sign up to and adhere to the code of conduct as amended from time to time;

22.2.4 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

22.2.5 an obligation to declare relevant interests;

22.2.6 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

22.2.7 an obligation to comply with statutory and fiduciary duties, including:-

22.2.7.1 to act in the best interests of the Company;

22.2.7.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;

22.2.7.3 to secure the proper and effective use of the Company's property;

22.2.7.4 to act personally;

22.2.7.5 to act within the scope of any authority given;

22.2.7.6 to use the proper degree of skill and care when making decisions particularly when investing funds; and

22.2.7.7 to act in accordance with the Articles; and

22.2.8 a reference to obligations under the general law including charity law.

22.3 The Board shall use reasonable endeavours to ensure that each Director adheres to the Board member's code of conduct as agreed from time to time.

22.4 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment.

23 RETIREMENT AND REMOVAL OF DIRECTORS

23.1 A Director will cease to hold office if he:-

23.1.1 comes to the end of his term of office and is not re-appointed;

23.1.2 dies;

23.1.3 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 2011;

23.1.4 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

23.1.5 is declared bankrupt or makes any arrangement or composition with his creditors;

23.1.6 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company (which may be, but is not limited to, breach of the Board's code of conduct) and the Board resolves by a 75% majority of the Directors present and voting at a properly convened Board Meeting that he should be removed, provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director;

23.1.7 resigns by written notice to the Company at the Registered Office;

23.1.8 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting at a properly convened Board Meeting) that he should cease to be a Director; and/or

23.1.9 fails to sign a statement of his obligations under Article 22 within one month of his appointment and the Board resolves that he be removed.

24 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT

24.1 Declaration of interests

24.1.1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors.

24.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.

24.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

24.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.

24.1.5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware.

24.1.6 A Director need not declare an interest:-

24.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests;

24.1.6.2 if the conflict arises solely by virtue of the Director being a beneficiary in the same position as other beneficiaries, and in such a situation there shall be deemed to be no conflict of interest; or

24.1.6.3 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

24.2 **Authorisation of direct conflicts of interests**

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5.

24.3 **Authorisation of indirect conflicts of interest**

24.3.1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that:-

24.3.1.1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

24.3.1.2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.

24.3.2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

24.4 **Complaints about conduct**

24.4.1 If the Master receives a written complaint identifying the complainant and alleging conduct by a Director that in his/her reasonable opinion is detrimental to the interests of the Company, and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article, s/he may suspend the Director concerned.

24.4.2 Conduct detrimental to the interests of the Company includes:

24.4.2.1 any breach of a Director's obligations as set out in the statement of obligations of Directors signed by him/her under Article 22 or otherwise; and/or

24.4.2.2 conviction of any offence which has or is likely to bring the Company into disrepute.

24.4.3 Where the Master is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Master then the Deputy Master may exercise the power to suspend the Master or a Director under Article 24.4.1 in the same circumstances as the Master. In the event that the complaint relates to both the Master and Deputy Master, or both the Master and Deputy Master are unwilling to act, then the Board shall determine amongst themselves as to which Director shall consider the complaint received and exercise any suspension in accordance with Article 24.4.1.

24.4.4 The Director whose conduct is complained of must immediately be notified in writing of the complaint and of any suspension which if exercised under Article 24.4.1 or Article 24.4.3 will be effective from the date of the notice. During the period of any suspension the Director must not:

24.4.4.1 participate in a Board Meeting or any other Company meeting;

24.4.4.2 authorise or incur expenditure on behalf of the Company;

24.4.4.3 make use of any property belonging to or in use by the Company in his/her capacity as a Director;

24.4.4.4 hold him/herself out as a Director of the Company; or

24.4.4.5 seek to commit the Company to any obligation.

24.4.5 On receipt of a complaint under Article 24.4.1 the Master, the Deputy Master or appointed Director must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Master, Deputy Master or appointed Director acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve. Sanctions arising out of such an investigation may include the removal of the Director in accordance with Article 23.

PART E. BOARD MEETINGS

25 FUNCTIONS OF THE BOARD

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

25.1 defining and ensuring compliance with the values and objectives of the Company;

25.2 establishing policies and plans to achieve those objectives;

25.3 approving each year's budget and accounts before publication;

25.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 30) and employees with proper systems of control;

25.5 monitoring the Company's performance in relation to its plans budget controls and decisions;

25.6 appointing (and if necessary removing) Senior Officers;

25.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

25.8 ensuring that appropriate advice is taken on the items listed in Articles 25.1 to 25.7 and in particular on matters of legal compliance and financial viability.

26 POWERS OF THE BOARD

26.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.

26.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

27 BOARD MEETINGS

27.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.

27.2 Board Meetings may be called by any Director or the Secretary (if appointed).

27.3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.

27.4 A Board Meeting which is called on shorter notice than required under Article 27.3 is deemed to have been duly called if at least two Directors certify that because of special circumstances it ought to be called as a matter of urgency.

27.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes

and each Director is to have one vote.

27.6 If there is an equality of votes the Master is entitled to a second or casting vote.

27.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

28 QUORUM FOR BOARD MEETINGS

28.1 The quorum for Board Meetings is three of the Directors for the time being.

28.2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

28.3 The Board may act despite vacancies in its number but if the number of Directors is less than three then the Board may act only to appoint Directors in accordance with Article 21.

28.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:-

28.4.1 adjourn it to such other time and place as they decide; or

28.4.2 call a General Meeting; or

28.4.3 to appoint Directors under Article 21.

28.5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

29 MASTER AND DEPUTY MASTER

29.1 The Company must have a Master and may have a Deputy Master. The Master and the Deputy Master are to be appointed by the Board.

29.2 The Master and Deputy Master, if any, are to hold office until the start of the first Board Meeting after a term as near as possible to one year from their appointment but are eligible for reappointment.

29.3 The Master and the Deputy Master, if any, may be removed only at a meeting of the Board called for the specific purpose at which a resolution with a majority in favour is passed. The Master or the Deputy Master (as the case may be) must be given an opportunity to say why he should not be removed.

29.4 The Master is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.

29.5 If the Master is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Deputy Master, if any, must chair the Board Meeting unless he is unwilling or unable to do so.

29.6 If both the Master and the Deputy Master, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.

29.7 The functions of the Master are:-

29.7.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;

29.7.2 to ensure that Board Meetings and General Meetings are conducted efficiently;

29.7.3 to give all Directors an opportunity to express their views;

29.7.4 to establish a constructive working relationship with and to provide support for the employees;

29.7.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;

29.7.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;

29.7.7 to ensure that the Board monitors the use of delegated powers; and

29.7.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.

29.8 The role of the Deputy Master, if any, is to deputise for the Master during any period of his absence and, for that period, his functions shall be the same as those of the Master.

30 COMMITTEES AND WORKING PARTIES

30.1 The Board may establish Committees consisting of those persons whom the Board decide and:

30.1.1 delegate to a Committee any of its powers; and

30.1.2 revoke a delegation at any time.

30.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

30.3 The members of a Committee or a Working Party are to be appointed by the Board

but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

30.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.

30.5 The Board must determine the quorum for each Committee and Working Party it establishes.

30.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

30.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

31 OBSERVERS

31.1 Subject to Article 31.4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.

31.2 Observers may not vote but may take part in discussions with the prior consent of the Master.

31.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.

31.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

32 DIRECTORS' WRITTEN RESOLUTIONS

32.1 A written resolution approved by a simple majority of all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting, save that a resolution to be passed pursuant to Article 23.1.6 may not be passed by way of written resolution.

32.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.

32.3 A resolution under Articles 32.1 or 32.2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

PART F. OFFICERS

33 THE SECRETARY

33.1 The Board may decide whether or not a Secretary is appointed.

33.2 Where appointed, a Secretary may be removed by the Board at any time.

33.3 If a Director is appointed as Secretary he may not receive any remuneration for acting in that capacity.

34 INDEMNITIES FOR OFFICERS AND EMPLOYEES

34.1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.

34.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 34.3, the Company may indemnify any Director against any liability incurred by him in his capacity as such.

34.3 The indemnity provided to a Director in accordance with Article 34.2 may not include any indemnity against liability:-

34.3.1 to the Company or a company associated with it;

34.3.2 for fines or penalties; or

34.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.

34.4 The indemnity provided to a Director in accordance with Article 34.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate.

34.5 In respect to its auditor the Company may:-

34.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and

34.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

35 MINUTES

35.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.

35.2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).

35.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.

35.4 The Board must keep minutes of all of the appointments made by the Board.

36 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

36.1 The Company must comply with the Act and the Directors must comply with their obligations as charity trustees under the Charities Act 2011 in:-

36.1.1 preparing and filing an annual Directors' report and annual accounts and sending them to the Charity Commission; and

36.1.2 making an annual return to the Registrar of Companies and the Charity Commission.

36.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).

36.3 The annual Directors' report and accounts must contain:-

36.3.1 revenue accounts and balance sheet for the last accounting period;

36.3.2 the auditor's report on those accounts (if applicable); and

36.3.3 the Board's report on the affairs of the Company.

36.4 The accounting records of the Company must always be open to inspection by a Director.

37 BANK AND BUILDING SOCIETY ACCOUNTS

37.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.

37.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

38 EXECUTION OF DOCUMENTS

38.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

38.1.1 two Directors; or

38.1.2 one Director and the Secretary (where appointed); or

38.1.3 one Director in the presence of a witness who attests the Director's signature.

39 NOTICES

39.1 Notices under the Articles must be in writing (which shall include facsimile transmission or email) except notices calling Board Meetings.

39.2 A Companion present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

39.3 The Company may give a notice to a Companion, Director or auditor either:

39.3.1 personally;

39.3.2 by sending it by post in a prepaid envelope;

39.3.3 by facsimile transmission;

39.3.4 by leaving it at his address; or

39.3.5 by email.

39.4 Notices under Article 39.3.2 to 39.3.5 may be sent:-

39.4.1 to an address in the United Kingdom which that person has given the Company;

39.4.2 to the last known home or business address of the person to be served; or

39.4.3 to that person's address in the Company's register of members.

39.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

39.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

39.7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24

hours after it was sent.

39.8 A notice may be served on the Company by delivering it or sending it to the Registered Office.

39.9 The Board may make standing orders to define other acceptable methods of delivering notices.

40 STANDING ORDERS

40.1 Subject to Article 40.4;

40.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company; and

40.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.

40.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Companions.

40.3 Standing orders are binding on all Companions and Directors.

40.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

41 WINDING UP

41.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Companions of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Company, to be determined by the Companions of the Company at or before the time of dissolution and if and in so far as effect cannot be given to such provision then to some charitable object.