

**The Companies Acts 1948 to 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**Kew Bridge Engines Trust and Water Supply Museum  
Limited**

**Company No: 1190608**

## The Companies Acts 1948 to 2006

### Company Limited by Guarantee and not having a Share Capital

#### Index to Articles of Association of Kew Bridge Engines Trust and Water Supply Museum Limited

INTERPRETATION.....	1
1. Defined terms .....	1
OBJECTS AND POWERS .....	1
2. Objects .....	1
3. Powers.....	1
LIMITATION ON PRIVATE BENEFITS.....	3
4. Limitation on private benefits.....	3
LIMITATION OF LIABILITY AND INDEMNITY.....	4
5. Liability of members .....	4
6. Indemnity .....	4
TRUSTEES .....	4
<i>TRUSTEES' POWERS AND RESPONSIBILITIES</i> .....	4
7. Trustees' general authority .....	4
8. Members' reserve power .....	4
9. Chair .....	4
10. Trustees may delegate .....	4
11. Committees.....	5
12. Delegation of day to day management powers .....	6
13. Delegation of investment management .....	6
14. Rules.....	6
<i>DECISION-MAKING BY TRUSTEES</i> .....	7
15. Trustees to take decisions collectively .....	7
16. Calling a Trustees' meeting .....	7
17. Participation in Trustees' meetings .....	8
18. Quorum for Trustees' meetings .....	8
19. Chairing of Trustees' meetings .....	8
20. Casting vote.....	8
21. Unanimous decisions without a meeting .....	9
22. Trustee interests and management of conflicts of interest.....	9
23. Register of Trustees' interests .....	10
24. Validity of Trustee actions .....	10
<i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i> .....	11

25.	Number of Trustees .....	11
26.	Appointment of Trustees and retirement of Trustees .....	11
27.	Disqualification and removal of Trustees.....	13
	<b>PATRONS.....</b>	<b>13</b>
28.	Patrons .....	13
	<b>MEMBERS .....</b>	<b>13</b>
	<b><i>BECOMING AND CEASING TO BE A MEMBER .....</i></b>	<b>13</b>
29.	Becoming a member.....	13
30.	Termination of membership.....	14
31.	Categories of membership.....	15
32.	Associate members .....	15
	<b><i>ORGANISATION OF GENERAL MEETINGS.....</i></b>	<b>15</b>
33.	Annual general meetings .....	15
34.	Other general meetings .....	15
35.	Length of notice .....	15
36.	Contents of notice.....	15
37.	Service of notice .....	16
38.	Attendance and speaking at general meetings .....	16
39.	Quorum for general meetings.....	16
40.	Chairing general meetings .....	17
41.	Attendance and speaking by Trustees, patrons and non-members .....	17
42.	Adjournment.....	17
	<b><i>VOTING AT GENERAL MEETINGS .....</i></b>	<b>18</b>
43.	Voting: general .....	18
44.	Votes.....	18
45.	Errors and disputes .....	19
46.	Poll votes .....	19
47.	Procedure on a poll.....	20
48.	Proxies .....	20
49.	Delivery of Proxy Notices.....	21
50.	Amendments to resolutions .....	23
	<b><i>WRITTEN RESOLUTIONS.....</i></b>	<b>23</b>
51.	Written resolutions .....	23
	<b>ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS .....</b>	<b>24</b>
52.	Communications by the Trust .....	24
53.	Communications to the Trust .....	26
54.	Secretary .....	26
55.	Irregularities .....	27

<b>56.</b>	<b>Minutes.....</b>	<b>27</b>
<b>57.</b>	<b>Records and accounts.....</b>	<b>27</b>
<b>58.</b>	<b>Exclusion of model articles .....</b>	<b>28</b>
<b>59.</b>	<b>Winding up.....</b>	<b>28</b>
	<b>SCHEDULE 1 - INTERPRETATION .....</b>	<b>29</b>
	<b>SCHEDULE 2 .....</b>	<b>2931</b>

# **The Companies Acts 1948 to 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of Kew Bridge Engines Trust and Water Supply Museum Limited**

**Company No: 1190608**

#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

2.1 The Trust is established:

2.1.1 To operate and maintain the London Museum of Water and Steam, in order to advance education of the public in understanding and appreciating the social, economic and technological history of London's water supply, and the role clean water played in making London the city it is today.

2.1.2 To preserve and conserve for the public benefit, the site of the Kew Bridge Waterworks, its historic buildings and its collection of engines and other artefacts associated with the history of London's water supply: and

2.1.3 To educate the public in other subjects of industrial archaeological importance.

##### **3. Powers**

3.1 To further its objects the Trust may:

3.1.1 provide exhibits of industrial, historical and archaeological interest, including objects, records and images;

3.1.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.1.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.1.5 alone or 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;

- 3.1.6 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.7 acquire or 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;
- 3.1.8 dispose of or 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 Trust must comply as appropriate with the Charities Act 2011);
- 3.1.9 borrow or 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 Trust must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.10 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.11 invest the Trust's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.12 arrange for investments or other property of the Trust to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.15 accept (or disclaim) gifts of money and any other property;
- 3.1.16 raise funds by way of subscription, donation or otherwise;
- 3.1.17 trade in the course of carrying out the objects of the Trust and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.18 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.19 subject to Article 4 (Limitation on private benefits):
  - (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.20 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;

- 3.1.21 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 Trust's objects);
- 3.1.22 undertake and execute charitable trusts;
- 3.1.23 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Trust, including (without limitation) by creating permanent endowment;
- 3.1.24 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.25 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.26 insure the property of the Trust against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Trust;
- 3.1.27 provide indemnity insurance for the Trustees or any other officer of the Trust 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 Trust); and
- 3.1.28 do all such other lawful things as may further the Trust's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Trust whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in the Articles and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Trust.
- 4.2 Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust or to any member of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Trust; but so that no Trustee shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any Trustee, without obtaining prior written consent from the Charity Commission, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust, provided that the provision last aforesaid shall not apply to any payment to any company of which a Trustee may be a member, and in which such Trustee shall not hold more than one-hundredth part of the capital, and such Trustee shall not be bound to account for any share of profits he may receive in respect of any such payment.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Trust in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

5.1.1 payment of the Trust's debts and liabilities contracted before he, she or it ceases to be a member;

5.1.2 payment of the costs, charges and expenses of winding up; and

5.1.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

Subject to the provisions of the Companies Acts and these Articles, every Trustee, Auditor, Secretary or other officer of the Trust shall be entitled to be indemnified by the Trust against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

## **TRUSTEES**

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

### **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Trust's business, for which purpose they may exercise all the powers of the Trust.

### **8. Members' reserve power**

8.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

### **9. Chair**

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

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

### **10. Trustees may delegate**

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

- 10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Trust to any person or committee.
- 10.3 Any delegation by the Trustees may be:
- 10.3.1 by such means;
  - 10.3.2 to such an extent;
  - 10.3.3 in relation to such matters or territories; and
  - 10.3.4 on such terms and conditions;
- as they think fit.
- 10.4 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.
- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Trust for such purposes and on such conditions as they determine.

## 11. **Committees**

- 11.1 In the case of delegation to committees:
- 11.1.1 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);
  - 11.1.2 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;
  - 11.1.3 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 must appoint a secretary for that purpose;
  - 11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
  - 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Trust except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

**12. Delegation of day to day management powers**

12.1 In the case of delegation of the day to day management of the Trust to a chief executive or other manager or managers, who will report to the Chair or Vice-Chair:

12.1.1 the delegated power shall be to manage the Trust 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;

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

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

**13. Delegation of investment management**

13.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

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

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

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

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

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

13.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

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

**14. Rules**

14.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Trust and its affairs. The rules shall be binding on all members of the Trust. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

14.2 The rules may regulate the following matters but are not restricted to them:

14.2.1 the duties of any officers or employees of the Trust;

14.2.2 the admission of members of the Trust and the benefits conferred on such members, and any subscriptions, fees or payments to be made by members;

- 14.2.3 the conduct of members of the Trust in relation to one another, and to the Trust's employees and volunteers;
- 14.2.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);
- 14.2.5 the procedure at general meetings;
- 14.2.6 any of the matters or things within the powers or under the control of the Trustees; and
- 14.2.7 generally, all such matters as are commonly the subject matter of company rules.

### **DECISION-MAKING BY TRUSTEES**

#### **15. Trustees to take decisions collectively**

- 15.1 Any decision of the Trustees must be either:
  - 15.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 20); or
  - 15.1.2 a unanimous decision taken in accordance with Article 21.

#### **16. Calling a Trustees' meeting**

- 16.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
  - 16.2.1 all the Trustees agree; or
  - 16.2.2 urgent circumstances require shorter notice.
- 16.3 In deciding on the date and time of any Trustees' meeting, the Trustees calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.
- 16.4 Notice of Trustees' meetings must be given to each Trustee.
- 16.5 Every notice calling a Trustees' meeting must specify:
  - 16.5.1 the place, day and time of the meeting;
  - 16.5.2 the general nature of the business to be considered at such meeting; and
  - 16.5.3 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.
- 16.6 Notice of Trustees' meetings need not be in Writing.

16.7 Article 52 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

**17. Participation in Trustees' meetings**

17.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

17.1.1 the meeting has been called and takes place in accordance with the Articles; and

17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

17.3 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.

**18. Quorum for Trustees' meetings**

18.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

18.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three. Unless otherwise fixed by the Trustees, the quorum for Trustees' meetings is hereby set at four.

18.3 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:

18.3.1 to appoint further Trustees; or

18.3.2 to call a general meeting so as to enable the members to appoint further Trustees.

**19. Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence the Vice-Chair, shall preside as chair of each Trustees' meeting. In the absence of the Chair and the Vice-Chair, the Trustees shall nominate one of the Trustees present to preside as chair of the Trustee meeting.

**20. Casting vote**

20.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

20.2 Article 20.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

21. **Unanimous decisions without a meeting**

- 21.1 A decision is taken in accordance with this Article 21 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 22, results in them not being entitled to vote.
- 21.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 21.3 A decision which is made in accordance with this Article 21 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 21.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
- 21.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 21.3;
- 21.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 21.3.4 the Recipient must prepare a minute of the decision in accordance with Article 56 (Minutes).

22. **Trustee interests and management of conflicts of interest**

***Declaration of interests***

- 22.1 Unless Article **Error! Reference source not found.** applies, a Trustee must declare the nature and extent of:
- 22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Trust; and
- 22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Trust or his or her duties to the Trust, including but not limited to any conflicts of loyalty.

***Participation in decision-making***

- 22.2 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

- 22.3 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 22.3.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:
- (a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.27;
  - (b) payment under the indemnity set out at Article 6; and
  - (c) reimbursement of expenses in accordance with Article 4.2; or
- 22.3.2 a majority of the other Trustees participating in the decision-making process decide to the contrary,
- in which case he or she must comply with Article 22.4.
- 22.4 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 22.4 he or she must:
- 22.4.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- 22.4.2 not be counted in the quorum for that part of the process; and
- 22.4.3 withdraw during the vote and have no vote on the matter.

#### ***Continuing duties to the Trust***

- 22.5 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
- 22.5.1 the Trustee shall not be in breach of his or her duties to the Trust by withholding confidential information from the Trust if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- 22.5.2 the Trustee shall not be accountable to the Trust for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

#### **23. Register of Trustees' interests**

The Trustees must ensure a register of Trustees' interests is kept.

#### **24. 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.

## **APPOINTMENT AND RETIREMENT OF TRUSTEES**

### **25. Number of Trustees**

There shall be at least three Trustees and a maximum of ten Trustees.

### **26. Appointment of Trustees and retirement of Trustees**

#### ***Appointment of Trustees***

26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee:

26.1.1 by ordinary resolution; or

26.1.2 by a decision of the Trustees.

#### ***Retirement of Trustees***

26.2 Any Trustee who is appointed by a decision of the Trustees will remain in office until the annual general meeting following his or her appointment.

26.3 Subject to Articles 26.5 and 26.6, a Trustee who is appointed by an ordinary resolution of the members shall retire from office at the fourth annual general meeting following the commencement of his or her term of office.

#### ***Maximum term***

26.4 Retiring Trustees may be reappointed but, subject to Articles 26.5 and 26.6, a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:

26.4.1 the anniversary of the commencement of his or her break from office; and

26.4.2 the annual general meeting following the annual general meeting at which his or her break from office commenced.

For the purposes of this Article 26.4, a term of office shall not include a term for which the Trustee was appointed by a decision of the Trustees.

26.5 If the retirement of a Trustee under Article 26.3 causes the number of Trustees to fall below that set out in Article 25 then the retiring Trustee shall remain in office until a new appointment is made.

26.6 Subject to Article 27, the Trustees who are in office at the date these Articles of Association are adopted by the Trust shall be entitled to hold office until the retirement dates specified in the Second Schedule and such Trustees shall only be eligible for reappointment under Article 26.4 for a further term of office where indicated in the Second Schedule, or in accordance with Article 26.5.

***Minimum age***

26.7 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

***Conditions of appointment***

26.8 No person other than a Trustee retiring by virtue of Article 26.3 shall be appointed or reappointed a Trustee at any general meeting unless:

26.8.1 he or she is a member of the Trust; and

(a) he or she is recommended by the Trustees; or

(b) at least 14 but not more than 35 Clear Days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Trust of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Trust's register of Trustees together with notice executed by that person of his or her willingness to be appointed or reappointed,

26.9 At least five but not more than 28 Clear Days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by virtue of Article **Error! Reference source not found.** at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Trust of the intention to propose him or her at the meeting for appointment or reappointment as a Trustee. The notice must give such information about the proposed Trustee as the Trustees shall decide, if he or she were so appointed or reappointed, be required to be included in the Trust's register of Trustees.

***Timing of retirement***

26.10 A Trustee who retires at an annual general meeting and who is not reappointed shall retain office until either:

26.10.1 the meeting appoints someone in his or her place; or

26.10.2 (if no one is appointed in his or her place) until the end of the meeting.

***General***

26.11 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

## **27. Disqualification and removal of Trustees**

27.1 A Trustee shall cease to hold office if:

27.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

27.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

27.1.3 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;

27.1.4 notification is received by the Trust 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);

27.1.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or

27.1.6 a resolution is passed at a general meeting of the Trust, in accordance with the requirements of the Companies Acts; or

27.1.7 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.

## **PATRONS**

### **28. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Trust on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Trust and shall also have the right to receive accounts of the Trust when available to members.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **29. Becoming a member**

29.1 The members of the Trust shall be the subscribers to the Memorandum of Association of the Trust (unless their membership is/has been terminated in accordance with Article 30) and such other persons as are admitted to membership by the Trustees in accordance with the Articles.

29.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Trust unless:

- 29.2.1 that person has applied for membership in a manner approved by the Trustees; and
- 29.2.2 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
- 29.3 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.
- 29.4 Employees of the Trust may not be members of the Trust.

### ***Subscriptions***

- 29.5 The Trustees may at their discretion levy subscriptions on members of the Trust at such rate or rates as they shall decide.

### ***Register of members***

- 29.6 The names of the members of the Trust must be entered in the register of members.

## **30. Termination of membership**

- 30.1 Membership is not transferable.
- 30.2 A member shall cease to be a member:
  - 30.2.1 if the member, being an individual, dies;
  - 30.2.2 if the member becomes an employee of the Trust;
  - 30.2.3 on the expiry of at least seven Clear Days' notice given by the member to the Trust of his or her intention to withdraw;
  - 30.2.4 if any subscription or other sum payable by the member to the Trust is not paid on the due date and remains unpaid seven days after notice served on the member by the Trust informing him, her or it that he, she or it will be removed from membership if it is not paid. The Trustees may re-admit to membership any person removed from membership on this ground on him, her or it paying such reasonable sum as the Trustees may determine;
- or
- 30.2.5 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Trust. Such a resolution may not be passed unless the 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. A member expelled by such a resolution shall nevertheless remain liable to pay to the Trust any subscription or other sum owed by him, her or it.

**31. Categories of membership**

31.1 Subject to Article 31.2, the Trustees may establish such different categories of membership as they think fit. The Trustees may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time.

31.2 The Trustees may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights.

**32. Other forms of membership**

The Trustees may establish such classes of membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such members appointed under this Article shall be members of the Trust for the purposes of the Articles or the Companies Acts.

***ORGANISATION OF GENERAL MEETINGS***

**33. Annual general meetings**

The Trust must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

**34. Other general meetings**

34.1 The Trustees may call a general meeting at any time.

34.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

**35. Length of notice**

35.1 All general meetings must be called by either:

35.1.1 at least 14 Clear Days' notice; or

35.1.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

**36. Contents of notice**

36.1 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.

36.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

36.3 In every notice calling a meeting of the Trust there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a meeting of the Trust.

36.4 If the Trust gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

### 37. **Service of notice**

Notice of general meetings must be given to every member, to the Trustees, to any patron(s) and to the auditors of the Trust.

### 38. **Attendance and speaking at general meetings**

38.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

38.2 A person is able to exercise the right to vote at a general meeting when:

38.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

38.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

38.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

38.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

38.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

### 39. **Quorum for general meetings**

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

39.2 The quorum shall be:

39.2.1 20 persons entitled to vote on the business to be transacted (each being a member or a proxy for a member); or

39.2.2 5% of the total membership (represented in person, or by proxy);

whichever is greater.

- 39.3 If a quorum is not present within half an hour from the time appointed for the meeting:
- 39.3.1 the chair 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
- 39.3.2 failing adjournment by the chair 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 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.

#### 40. **Chairing general meetings**

- 40.1 The Chair (if any) or in his or her absence the Vice-Chair, or in the absence of the Chair and the Vice-Chair some other Trustee nominated by the Trustees shall preside as chair of every general meeting.
- 40.2 If neither the Chair, the Vice-Chair nor any Trustee nominated in accordance with Article 40.1 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 chair of the meeting.
- 40.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of the members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 40.3.

#### 41. **Attendance and speaking by patrons and non-members**

- 41.1 Patrons may attend and speak at general meetings, whether or not they are members.
- 41.2 The chair of the meeting may permit other persons who are not members of the Trust (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

#### 42. **Adjournment**

- 42.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 42.1.1 the meeting consents to an adjournment; or
- 42.1.2 it appears to the chair 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.
- 42.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 42.3 When adjourning a general meeting, the chair of the meeting must:
- 42.3.1 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
- 42.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 42.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Trust must give at least 7 Clear Days' notice of it:
- 42.4.1 to the same persons to whom notice of the Trust's general meetings is required to be given; and
- 42.4.2 containing the same information which such notice is required to contain.
- 42.5 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**

#### **43. Voting: general**

- 43.1 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 Articles.
- 43.2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:
- 43.2.1 has or has not been passed; or
- 43.2.2 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 Article 56 is also conclusive evidence of that fact without such proof.

#### **44. Votes**

##### ***Votes on a show of hands***

- 44.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:
- 44.1.1 each member present in person; and
- 44.1.2 (subject to Article 49.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution.

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote.

### ***Votes on a poll***

44.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

44.2.1 every member present in person; and

every member present by proxy (subject to Article 49.3).

### ***General***

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

44.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Trust have been paid.

### **45. Errors and disputes**

45.1 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.

45.2 Any such objection must be referred to the chair of the meeting whose decision is final.

### **46. Poll votes**

46.1 A poll on a resolution may be demanded:

46.1.1 in advance of the general meeting where it is to be put to the vote; or

46.1.2 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.

46.2 A poll may be demanded by:

46.2.1 the chair of the meeting;

46.2.2 the Trustees;

46.2.3 five or more persons having the right to vote on the resolution;

46.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or

46.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

46.3 A demand for a poll may be withdrawn if:

46.3.1 the poll has not yet been taken; and

46.3.2 the chair of the meeting consents to the withdrawal.

47. **Procedure on a poll**

47.1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

**Results**

47.2 The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

47.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

**Timing**

47.4 A poll on:

47.4.1 the election of the chair of the meeting; or

47.4.2 a question of adjournment,

must be taken immediately.

47.5 Other polls must be taken within 30 days of their being demanded.

47.6 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**

47.7 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.

47.8 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

48. **Proxies**

**Power to appoint**

48.1 A member is entitled to appoint another person as his or, her proxy to exercise all or any of his or her rights to attend and speak and vote at a meeting of the Trust. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

**Manner of appointment**

48.2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:

48.2.1 states the name and address of the member appointing the proxy;

- 48.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- 48.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
- 48.2.4 is delivered to the Trust in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 48.3 The Trust may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 48.4 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.
- 48.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 48.5.1 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
  - 48.5.2 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.

**49. Delivery of Proxy Notices**

- 49.1 The Proxy Notification Address in relation to any general meeting is:
  - 49.1.1 the registered office of the Trust; or
  - 49.1.2 any other Address or Addresses specified by the Trust as an Address at which the Trust or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
  - 49.1.3 any electronic Address falling within the scope of Article 49.2.
- 49.2 If the Trust gives an electronic Address:
  - 49.2.1 in a notice calling a meeting;
  - 49.2.2 in an instrument of proxy sent out by it in relation to the meeting; or
  - 49.2.3 in an invitation to appoint a proxy issued by it in relation to the meeting,

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice). In this Article 49.2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

***Attendance of member***

- 49.3 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 Trust by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

***Timing***

- 49.4 Subject to Articles 49.5 and 49.6, 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.
- 49.5 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.
- 49.6 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:
- 49.6.1 received in accordance with Article 49.4; or
- 49.6.2 given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded.

***Interpretation***

- 49.7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48-hour and 24-hour periods referred to in this Article 49.

***Revocation***

- 49.8 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.
- 49.9 A notice revoking the appointment of a proxy only takes effect if it is received before:
- 49.9.1 the start of the meeting or adjourned meeting to which it relates; or
- 49.9.2 (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***

- 49.10 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.

50. **Amendments to resolutions**

- 50.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 50.1.1 notice of the proposed amendment is given to the Trust in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and
- 50.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 50.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 50.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 50.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 50.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

**WRITTEN RESOLUTIONS**

51. **Written resolutions**

***General***

- 51.1 Subject to this Article 51 a written resolution agreed by:
- 51.1.1 members representing a simple majority; or
- 51.1.2 (in the case of a special resolution) members representing not less than 75%,  
of the total voting rights of eligible members shall be effective.
- 51.2 On a written resolution each member shall have one vote provided that no member shall be entitled to vote on a written resolution unless all monies presently payable by him, her or it to the Trust have been paid.
- 51.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 51.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

### ***Circulation***

- 51.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 51.6 In relation to a resolution proposed as a written resolution of the Trust the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 51.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 51.8 Communications in relation to written resolutions must be sent to the Trust's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

- 51.9 A member signifies his or her agreement to a proposed written resolution when the Trust receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 51.9.1 identifying the resolution to which it relates; and
- 51.9.2 indicating the member's agreement to the resolution.
- 51.10 For the purposes of Article 51.9:
- 51.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 51.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Trust; or
  - (b) where no such manner has been specified by the Trust, if the communication contains or is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement.
- 51.11 If the Trust gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **52. Communications by the Trust**

#### ***Methods of communication***

- 52.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Trust under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for

Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Trust, including without limitation:

- 52.1.1 in Hard Copy Form;
  - 52.1.2 in Electronic Form; or
  - 52.1.3 by making it available on a website.
- 52.2 Where a Document or information which is required or authorised to be sent or supplied by the Trust under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 52.3 Subject to the Articles, 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 by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

- 52.4 A member present in person or by proxy at a meeting of the Trust shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 52.5 Where any Document or information is sent or supplied by the Trust to the members:
- 52.5.1 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;
  - 52.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 52.5.3 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.
- 52.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Trust that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 52.7 Where any Document or information has been sent or supplied by the Trust by Electronic Means and the Trust receives notice that the message is undeliverable:

- 52.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Trust, the Trust is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Trust's register of members or Trustees, but may in its discretion choose to do so;
- 52.7.2 in all other cases, the Trust shall send a Hard Copy of the Document or information to the member's postal address as shown in the Trust's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 52.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

- 52.8 Copies of the Trust's annual accounts and reports need not be sent to a person for whom the Trust does not have a current Address.
- 52.9 Notices of general meetings need not be sent to a member who does not register an Address with the Trust, or who registers only a postal address outside the United Kingdom, or to a member for whom the Trust does not have a current Address.

## **53. Communications to the Trust**

The provisions of the Companies Acts shall apply to communications to the Trust.

### **Use of seal**

- 53.1 Any common seal may only be used by the authority of the Trustees.
- 53.2 The Trustees may decide by what means and in what form any common seal is to be used.
- 53.3 Unless otherwise decided by Trustees, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 53.4 For the purposes of this Article, an authorised person is:
- 53.4.1 any Trustee of the Trust;
  - 53.4.2 the company secretary (if any); or
  - 53.4.3 any person authorised by the Trustees for the purpose of signing documents to which the common seal is applied.

## **54. Secretary**

- 54.1 A Secretary shall be appointed by the Trustees (and, for the avoidance of doubt, may be one of the Trustees) for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If for any reason there is no Secretary in office:

- 54.1.1 anything authorised or required to be given or sent to, or served on, the Trust by being sent to its Secretary may be given or sent to, or served on, the Trust itself, and if addressed to the Secretary shall be treated as addressed to the Trust; and
- 54.1.2 anything else required or authorised to be done by or to the Secretary of the Trust may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

## 55. **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.

## 56. **Minutes**

- 56.1 The Trustees must ensure minutes are made:
  - 56.1.1 of all appointments of officers made by the Trustees;
  - 56.1.2 of all resolutions of the Trust and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
  - 56.1.3 of all proceedings at meetings of the Trust and of the Trustees, and of committees of 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 chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Trust, be sufficient evidence of the proceedings.

## 57. **Records and accounts**

- 57.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Trust Commission of:
  - 57.1.1 annual reports;
  - 57.1.2 annual statements of account; and
  - 57.1.3 annual returns or confirmation statements.
- 57.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Trust, no person is entitled to inspect any of the Trust's accounting or other records or Documents merely by virtue of being a member.

**58. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**59. Winding up**

59.1 If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall subject to such consents of the Trust Commission or the Courts as may be required by law be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Trust , and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Article 4 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.)

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	<b>Term</b>	<b>Meaning</b>
1.1	<b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	<b>“Articles”</b>	the Trust’s articles of association;
1.3	<b>“Chair”</b>	has the meaning given in Article 9;
1.4	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.5	<b>“Clear Days”</b>	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;
1.6	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Trust;
1.7	<b>“Connected”</b>	any person falling within one of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or  (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.8	<b>“Document”</b>	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic

- Form;
- 1.9 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.10 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.11 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.12 **“Proxy Notice”** has the meaning given in Article 48;
- 1.13 **“Proxy Notification Address”** has the meaning given in Article 49;
- 1.14 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.15 **“Secretary”** the secretary of the Trust (if any);
- 1.16 **“Seal”** means the Common Seal of the Trust;
- 1.17 **“Trust”** Kew Bridge Engines Trust and Water Supply Museum Limited;
- 1.18 **“Trustee”** a director of the Trust, and includes any person occupying the position of director, by whatever name called; and
- 1.19 **“Vice-Chair”** has the meaning given in Article 9.2;
- 1.20 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles 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. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Trust.

## SECOND SCHEDULE

The following Trustees shall cease their current term of office on the dates set out opposite their respective names and they shall only be eligible for reappointment in accordance with Article 26.4 where this is indicated below, or where the Trustees determine it is in the best interests of the Trust in accordance with Article 26.5.

<b>Trustee Name</b>	<b>Retirement Date</b>	<b>Eligible for Reappointment on Retirement</b>
Clare Grist Taylor	Annual general meeting 2022	No
Frederick Hollom	Annual general meeting 2023	Yes
Peter Roland	Annual general meeting 2022	No
Ben Russell	Annual general meeting 2023	Yes
Edward Stannard	Annual general meeting 2021	Yes