**Articles of Association: Template from the United Kingdom**

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**ARTICLES OF ASSOCIATION OF**

[name of company]

**INTERPRETATION**

# **1. Defined Terms**

In these articles:

“Address” 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.

“Articles” means the Company’s articles of association.

“Chair” has the meaning given in Article 14.

“Circulation Date”, in relation to a written resolution, has the meaning given to it in the Companies Acts [meaning relevant national legislation].

“Clear Days”, in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

“Companies Acts” means the Companies Acts [insert name of relevant national legislation] (as defined in [insert relevant section or article] of the [insert the name of the relevant national legislation]), in so far as they apply to the Company.

“Connected”, in relation to a Director, means any person falling within any of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or, (b) the spouse or civil partner of any person in (a); or, (c) any other person in a relationship with the Director 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 the Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital.

“Company” means the [insert the acronym of the Company], also known as the [insert the full name of the Company].

“Director” means a director of the Company, and includes any person occupying the position of Director, by whatever name called.

“Document” includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in electronic form.

“Electronic Form” and “Electronic Means” have the meanings respectively given to them in [insert relevant section or article] of the [insert the name of the relevant national legislation].

“Financial Expert” means an individual, company or firm who, or which, is authorised to give investment advice under [insert the name of the relevant national legislation].

“Hard Copy” and “Hard Copy Form” have the meanings respectively given to them in the [insert the name of the relevant national legislation].

“Member” means a member of the Company as provided for in Article 7.

“Public Holiday” means [listed all the relevant days, e.g. New Year’s Day, etc.].

“Writing” means 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.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

**OBJECTS AND POWERS**

# **2. Objects**

The Company’s objects (“Objects”) are specifically to (a) engage in [insert all relevant objectives, e.g. education, debate, advocacy and research, and to publish and disseminate the results of this work]; and, (b) [add other key actions of the company, e.g. coordination of members, etc.].

# **3. Powers**

To further its Objects, the Company may:

3.1 provide and assist in the provision of money, materials or other help;

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

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

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

3.5 provide or procure the provision of advice;

3.6 enter into contracts to provide services to or on behalf of other bodies;

3.7 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;

3.8 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;

3.9 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;

3.10 set aside funds for special purposes or as reserves against future expenditure;

3.11 invest the Company’s money not immediately required for its objects in or upon any investments, securities, or property;

3.12 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;

3.13 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;

3.14 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;

3.15 accept (or disclaim) gifts of money and any other property;

3.16 raise funds by way of subscription, donation or otherwise;

3.17 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;

3.18 incorporate and acquire subsidiary companies to carry on any trade;

3.19 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;

3.20 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company, including (without limitation) by creating permanent endowment;

3.21 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

3.22 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

3.23 pay out of the funds of the Company the costs of forming and registering the Company;

3.24 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;

3.25 provide indemnity insurance for the Directors or any other officer of the Company; and,

3.26 do all such other lawful things as may further the Company’s objects.

**LIMITATION ON PRIVATE BENEFITS**

# **4. Limitation on private benefits**

4.1 The income and property of the Company, whenever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members or Directors of the Company, and no member or Director shall be appointed to any office by the Company paid by salary or fees or receive any remuneration or other benefit in money or money’s worth from the Company.

4.2 Provided that nothing here shall prevent the payment, in good faith by the Company: (a) of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company; (b) of interest on money lent by any member or Director of the Company at a rate not exceeding [insert relevant number] percent less than the base lending rate for the time being prescribed by the [insert relevant bank or institution] or [insert relevant number] percent, whichever is greater; (c) of reasonable and proper rent for premises demised or let by any member or Director of the Company; (d) of fees, remuneration or other benefit in money or money’s worth to a company of which a Director may be a member holding not more than 1/100th part of the capital of that company; (e) of out-of-pocket expenses to any Director; or (f) of any payment to a Director made in accordance with the indemnity in Article 6.

**LIMITATION OF LIABILITY AND** **INDEMNITY**

# **5. Liability of members**

The liability of each member is limited to [insert the relevant amount and currency used, e.g. £1, $1], being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for: (a) payment of the Company’s debts and liabilities contracted before he or she ceases to be a member; (b) payment of the costs, charges and expenses of winding up; and (c) adjustment of the rights of the contributories among themselves.

# **6. Indemnity**

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the [insert the name of the relevant national legislation]; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the [insert the name of the relevant national legislation].

**MEMBERSHIP**

# **7. Identity of members**

The Directors shall be the only members of the Company and their names shall be entered in the register of members. A Director shall become a member on becoming a Director. A member shall cease to be a member if he or she ceases to be a Director. Membership shall not be transferable and shall cease on death.

**GENERAL MEETINGS**

# **8. Calling a general meeting and notice of general meetings**

8.1 Two Directors may call a members’ general meeting at any time.

8.2 A general meeting shall be called by at least 14 clear days’ notice unless the [insert the name of the relevant national legislation] require a longer notice period.

8.3 A general meeting may be called by shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting.

8.4 Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. If a special resolution is to be proposed at a general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

8.5 There shall be no requirement for the Company to hold an annual general meeting.

# **9. Quorum for general meetings**

No business shall be transacted at any general meeting unless a quorum is present. The quorum for a general meeting will be (if there is an even number of members) half of the total number of members for the time being plus one, or (if there is an odd number of members) half of the total number of members for the time being rounded up to the next whole number. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Directors 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.

# **10. Conduct of general meetings**

10.1 A general meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Directors in which all participants may communicate simultaneously with all other participants.

10.2 The chair, if any, of the Directors, or in his or her absence another Director nominated by the Directors present, shall preside as chair of each general meeting.

10.3 The chair may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

10.4 When a general meeting is adjourned for 14 days or more, at least seven clear days’ notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

10.5 Except as required by the provisions of the [insert the name of the relevant national legislation] relating to proxies, every person present and entitled to vote shall have one vote, and a resolution put to the vote of a general meeting shall be decided on a show of hands.

10.6 A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the general meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

10.7 Except where otherwise required by the [insert the name of the relevant national legislation] or by these Articles, questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

10.8 The proceedings at any general meeting, the passing of any 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 unless such specification is a requirement of the [insert the name of the relevant national legislation].

10.9 No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is tendered, and every vote not disallowed at the general meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

# **11. Proxies**

The provisions of the [insert the name of the relevant national legislation] in relation to the appointment of proxies shall not apply.

# **12. Members’ written resolutions**

12.1 A written resolution of the Company passed in accordance with these Articles shall have effect as if passed by the Company in general meeting.

12.2 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the eligible members.

12.3 A written resolution is passed as a special resolution if it is passed by not less than 75% of members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

12.4 A members’ resolution under the [insert the name of the relevant national legislation] removing a Director or an auditor before the expiry of his or her term of office may not be passed as a written resolution.

12.5 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify his or her agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.

12.6 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.

12.7 If the document is sent to the Company in hard copy form, it is authenticated if it bears the member’s signature.

12.8 If the document is sent to the Company by electronic means, it is authenticated if: it bears the members’ signature; the identity of the member is confirmed in any manner specified by the Company; and it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement or it is from an email address specified by the member to the Company for the purposes of receiving documents or information by electronic means.

12.9 A written resolution is passed when the required majority of members have signified their agreement to it.

12.10 A proposed written resolution lapses if it is not passed within 45 days beginning with the Circulation Date.

**DIRECTORS’ POWERS AND RESPONSIBILITIES**

# **13. Directors’ general authority**

Subject to the Articles, the Directors are responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.

# **14. Chair**

The Directors may appoint from among their number to be a Chair and Vice Chair(s) of the Directors for such term of office as they determine and may at any time remove a person so appointed from office.

# **15. Directors may delegate**

15.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any person or committee.

15.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to an Executive Director, or to any other person or committee.

15.3 Any delegation by the Directors may be: (a) by such means; (b) to such an extent; (c) in relation to such matters or territories; and (d) on such terms and conditions; as they think fit.

15.4 The Directors 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.

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

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

# **16. Committees**

In the case of delegation to committees:

16.1 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).

16.2 The composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify.

16.3 The deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose.

16.4 The Directors 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.

16.5 No committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

16.6 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

# **17. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Company to an Executive Director or other manager or managers:

17.1 The delegated power shall be to manage the Company by implementing the policy and strategy adopted by, and within a budget approved by, the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget.

17.2 The Directors shall provide any manager with a description of his or her role and the extent of his or her authority.

17.3 Any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

# **18. Delegation of investment management**

The Directors may delegate the management of investments to a Financial Expert provided that:

18.1 The investment policy is set down in Writing for the Financial Expert by the Directors.

18.2 Timely reports of all transactions are provided to the Directors.

18.3 The performance of the investments is reviewed regularly with the Directors.

18.4 The Directors are entitled to cancel the delegation arrangement at any time.

18.5 The investment policy and the delegation arrangements are reviewed regularly.

18.6 All payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt.

18.7 The Financial Expert must not do anything outside the powers of the Directors.

# **19. Power to change name of** **Company**

The members may change the name of the Company at any time by a resolution passed at a properly convened and quorate general meeting by a two-thirds majority of all the members for the time being.

**DECISION-MAKING BY DIRECTORS**

# **20. Directors to take decisions collectively**

Any decision of the Directors must be either:

20.1 By decision of a majority of the Directors present and voting at a quorate Directors’ meeting.

20.2 A unanimous decision taken in accordance with Article 25.

# **21. Calling a Directors’ meeting**

21.1 Two Directors may call a Directors’ meeting.

21.2 A Directors’ meeting must be called by at least seven Clear Days’ notice unless either: (a) all the Directors agree; or (b) urgent circumstances require shorter notice.

21.3 Notice of Directors’ meetings must be given to each Director.

21.4 Every notice calling a Directors’ meeting must specify: (a) the place, day and time of the meeting; (b) the general nature of the business to be considered at such meeting; and (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

21.5 Notice of Directors’ meetings need not be in Writing.

# **22. Participation in Directors’ meetings**

22.1 Subject to the Articles, Directors participate in a Directors’ meeting, or part of a Directors’ meeting, when: (a) the meeting has been called and takes place in accordance with the Articles; and (b) 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).

22.2 In determining whether Directors are participating in a Directors’ meeting, it is irrelevant where any Director is or how they communicate with each other.

22.3 If all the Directors 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.

# **23. Quorum for Directors’ meetings**

23.1 The quorum for Directors’ meetings will be (if there is an even number of Directors) half of the total number of Directors for the time being plus one, or (if there is an odd number of Directors) half of the total number of Directors for the time being rounded up to the next whole number.

23.2 At a Directors’ meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

# **24. Chairing of Directors’ meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors’ meeting.

# **25. Unanimous decisions without a meeting**

A decision is taken in accordance with this Article when all of the Directors 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. If one or more of the Directors has a conflict of interest or duty which, under Article 26, results in them not being entitled to vote, then they shall withdraw from the decision-making process and a decision may be taken in accordance with this Article when all of the Directors who are not conflicted from taking part in the decision indicate to each other by any means that they share a common view on a matter.

# **26. Conflicts of interest**

26.1 A Director must declare the nature and extent of: (a) any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and (b) any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

26.2 If a Director’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 Company, 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 Director’s interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

26.3 If a Director’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 Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

26.3.1 the decision could result in the Director 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; (b) payment under the indemnity set out at Article 6; and (c) reimbursement of expenses in accordance with Article 4.2; or,

26.3.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 26.4.

26.4 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 26.4, he or she must: (a) take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate; (b) not be counted in the quorum for that part of the process; and (c) withdraw during the vote and have no vote on the matter.

26.5 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict: (a) the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and (b) the Director shall not be accountable to the Company 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.

# **27. Register of Directors’ interests**

The Directors must cause a register of Directors’ interests to be kept.

# **28. Validity of Director actions**

All acts done by a person acting as a Director 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 Director

# **29. Director’s discretion to make further rules**

Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

**APPOINTMENT AND RETIREMENT OF DIRECTORS**

# **30. Number of Directors**

The minimum number of Directors shall be three, and the maximum number of Directors shall be eight.

# **31. Appointment of Directors and retirement of Directors by rotation**

31.1 Any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 32, may be appointed to be a Director by a decision of the Directors, passed by a majority of two-thirds of those Directors present and eligible to vote on the matter. The Directors may from time to time adopt policies or rules setting out the process for appointments to be made, including provision for an open application process for candidates for appointment as a Director.

31.2 In making arrangements for the appointment of new Directors, the Directors shall have regard to the range of skills and experience required by the board as a whole, and to factors such as diversity, gender balance and the desirability of ensuring that Directors are drawn from different regions of the world.

31.3 Each Director shall retire from office at the third anniversary of his or her appointment to office. At the expiry of such term of office, these Directors’ eligibility for reappointment shall be determined in accordance with these Articles.

31.4 If Article 31.3 causes the number of Directors to fall below that set out in Article 30 then the retiring Director shall remain in office until a new appointment is made.

31.5 Retiring Directors may be reappointed for one further consecutive term of office. A period of at least thirty-six months must elapse before a retiring Director may then be reappointed.

31.6 A Director may serve for longer than the maximum term of office stated in Articles 31.3 and 31.5 if the Directors resolve that special circumstances apply such that he or she should be permitted to be reappointed for a further 12 months.

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

31.8 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

# **32. Disqualification and removal of Directors**

A Director shall cease to hold office if:

32.1 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;

32.2 He or she is disqualified under the [insert the name of the relevant national legislation] from acting as a trustee of a charity;

32.3 The Directors 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;

32.4 Notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms;

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

32.6 At a meeting of the Directors a resolution is passed by a majority of two-thirds of the total number of Directors for the time being (not counting the Director whose position is in question), 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 Directors.

**MEMBERS ADVISORY COUNCIL**

# **33. Establishment of Members Advisory Council**

A Members Advisory Council is established for the purpose of acting as an interface between the Directors and the secretariat of the [insert name of Company/Organisation], and member organisations. The responsibilities of the Members Advisory Council, how it operates, and its membership shall be determined by a terms of reference document approved by the Directors from time to time. (For the avoidance of doubt, reference in this Article to ‘Member’, ‘member’ and ‘member organisations’ does not refer to the members of the Company as provided for in these Articles, but refers to civil society organisations comprising the membership of [insert name of Company/Organisation] which the Company co-ordinates, called in this Article the [insert relevant name/title].

**ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

# **34. Communications by the Company**

34.1 Subject to the Articles and the [insert the name of the relevant national legislation], any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the [insert the name of the relevant national legislation] may be sent or supplied in any way in which the [insert the name of the relevant national legislation] provides for Documents or information which are authorised or required by any provision of that [insert the name of the relevant national legislation] to be sent or supplied by the Company, including without limitation: (a) in Hard Copy Form; (b) in Electronic Form; or (c) by making it available on a website.

34.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the [insert the name of the relevant national legislation] 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 [insert the name of the relevant national legislation] (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 Directors may decide what agreement (if any) is required from the recipient.

34.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

# **35. Communications to the Company**

The provisions of the [insert the name of the relevant national legislation] shall apply to communications to the Company.

# **36. Irregularities**

The proceedings at any meeting 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.

# **37. Minutes**

37.1 The Directors must cause minutes to be made: (a) of all appointments of officers made by the Directors; (b) of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and (c) of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

37.2 Any such minute, if purported to be signed (or in the case of minutes of Directors’ 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 Director of the Company, be sufficient evidence of the proceedings.

# **38. Records and accounts**

The Directors shall comply with the requirements of the [insert the name of the relevant national legislation] as to maintaining a members’ register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the [insert name of the relevant national registry of Company’s or equivalent] of: (a) annual reports; (b) annual returns; and (c) annual statements of account.

# **39. Exclusion of model articles**

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

**WINDING UP**

# **40. Winding up**

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