

THE COMPANIES ACTS 1985 - 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
of
ACTION ON DISABILITY

Incorporated on 26 September 2001
Revised: 1 October 2004
Revised: 1 December 2005
Revised: 28 September 2006
Revised: 27 September 2007
Revised: 21 August 2014

IBB Solicitors
Capital Court
30 Windsor Street
Uxbridge UB8 1AB

Tel: 08456 381 381
Fax: 08465 381 351

Ref: JCC/ERA/120503.1

 **IBB** solicitors

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MEMORANDUM OF ASSOCIATION OF
ACTION ON DISABILITY

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of these Articles of Association.

Names and Addresses of Subscribers

NAME	ADDRESS
David Webb	Flat 1, 42 Lime Grove London W12 8EA
Rosalie Wilkins	74 Inglethorpe Street London SW6 6NX
Walter Chapman	66 Riverside Gardens London W6 9LF
Mussarrat Aftab	66 Rosebury Road London SW6 2NG
Yvonne Lawson	57 Marchbank Road London W14 9PJ
Rudi Breakwell-Bos	26 Willow Vale London W14 9PJ
Tara Flood	17 Len Freeman Place Fulham, SW6 7TN
Lluís Carbonell-Ferrer	26 Tunis Road Shepherd's Bush W12 7EZ
Jane Wilmot	9 Palgrave Road London W12 9NB

Dated: 16.5.01

Witness to the above signatures:

John Knight JP
13 Bramston Close
Hainault
Essex IG6 3DU

13.06.01

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ACTION ON DISABILITY

1 NAME

The name of the Charity is Action on Disability (the "Charity").

2 OBJECTS

2.1 The Objects of the Charity are:

- a) To promote equality of opportunity, choice and independence by removing physical, social and attitudinal barriers to integration within the community for people who have a physical or sensory impairment or learning difficulty, or who experience mental health difficulties, through the encouragement and development of education, training, facilities for recreation, employment based on the ethos of independent living and who reside, work or are undergoing educational or vocational training in but not exclusively Greater London.
- b) To fulfil any other object which is deemed wholly and exclusively charitable by the laws of England and Wales.

2.2 The Objects may be amended by special resolution but only with the prior written consent of the Commission.

3 POWERS

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

- 3.1 to establish, promote, sponsor, co-ordinate or support any provisions, services or facilities enhancing or improving the well-being or the welfare of people with a disability including, but not limited to, training opportunities;

- 3.2 to foster good relations between the Charity and other organisations (whether statutory or voluntary) concerned for the wellbeing of people with a disability and to encourage consultation with such bodies;
- 3.3 to assist in resolving the social problems of people with a disability by undertaking, promoting or funding research, studies, surveys, projects, training, education, liaison, representation, negotiation, and to provide other facilities to assist the advancement in life of all such persons and their dependants;
- 3.4 to make donations, grants or loans of money and to assist financially or otherwise anyone or any group of people with a disability as the trustees of the Charity shall in their absolute discretion consider appropriate;
- 3.5 to provide materials, advice, information or other help;
- 3.6 to organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.7 to publish and distribute books, pamphlets, reports, leaflets, journals, films, DVDs and other instructional matter on any medium;
- 3.8 to provide or procure the provision of counselling and guidance;
- 3.9 to co-operate with other bodies and exchange information and advice with them;
- 3.10 to support, administer or set up other charities;
- 3.11 alone, or with other organisations, to 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;
- 3.12 to 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;
- 3.13 to accept gifts and to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;

- 3.14 to borrow money;
- 3.15 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 3.16 to acquire or hire property of any kind, including land, and to construct, maintain, alter and equip any buildings or facilities;
- 3.17 to let or dispose of property of any kind, including land, (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 3.18 to set aside funds for special purposes or as reserves against future expenditure;
- 3.19 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) PROVIDED that the Charity shall have the power to retain any investments donated to it;
- 3.20 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 3.20.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 3.20.2 timely reports of all transactions are provided to the Trustees;
 - 3.20.3 the performance of the investments is reviewed regularly with the Trustees;
 - 3.20.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 3.20.5 the investment policy and the delegation arrangement are reviewed regularly;
 - 3.20.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

- 3.20.7 the Financial Expert must not do anything outside the powers of the Charity;
- 3.21 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 3.22 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 3.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.24 to provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, s.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 s.189 shall be treated as references to officers of the Charity;
- 3.25 subject to Article 4, to employ paid or unpaid agents, staff, consultants and professional or other advisers and to make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of paid employees and their spouses and dependants;
- 3.26 to enter into contracts to provide services to or on behalf of other bodies;
- 3.27 to establish or acquire subsidiary companies;
- 3.28 to undertake and execute charitable trusts;
- 3.29 to establish or support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.30 to become a member, associate or affiliate of or act as a trustee or appoint trustees of any other organisations (including without limitation any charitable trust of permanent endowment property held for any of the Objects);

- 3.31 to amalgamate or merge or acquire or undertake all or any property, assets, liabilities and engagements of any body having objects wholly or in part similar to the Objects;
- 3.32 to do anything else within the law which promotes or helps to promote the Objects.

4 BENEFITS AND CONFLICTS FOR THE TRUSTEES AND MEMBERS

BENEFITS

- 4.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 4.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - 4.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 4.1.3 Members, Trustees and Connected Persons who are beneficiaries of the Charity may receive charitable benefits in that capacity.
- 4.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 4.2.1 in accordance with Articles 3.24 (Trustee Indemnity Insurance), 4.1.1 (interest on money lent), 4.1.2 (hiring fee), 4.1.3 (charitable benefits) or 4.3 (contract for goods or services);
 - 4.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred when acting on behalf of the Charity;
 - 4.2.3 payment to any company in which a Trustee or Connected Person has no more than a 1% shareholding;
 - 4.2.4 a payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 9;

- 4.2.5 in exceptional cases, other payments or benefits (but only with the prior written consent of the Commission and, where required by the Companies Acts, the approval or affirmation of the Members).
- 4.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 4.2.5, but any Trustee or Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit PROVIDED that:
 - 4.3.1 the goods or services are actually required by the Charity and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 4.3.2 the nature and level of the remuneration or payment is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 4.4; and
 - 4.3.3 no more than half of the Trustees are subject to such a contract in any financial year (and, for these purposes, this provision shall be treated as applying to a Trustee if it applies to a Connected Person to that Trustee).

CONFLICTS OF INTEREST

- 4.4 Subject to Clause 4.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 4.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 4.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 4.4.3 not be counted in the quorum for that part of the meeting; and
 - 4.4.4 be absent during the vote and have no vote on the matter.
- 4.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted

Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- 4.5.1 continue to participate in discussions leading to the making of a decision but not to be counted in the quorum or to vote in relation to any decision on the subject matter giving rise to his or her conflict of interest; or
 - 4.5.2 disclose to a third party information confidential to the Charity; or
 - 4.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
 - 4.5.4 refrain from taking any step required to remove the conflict.
- 4.6 A Conflicted Trustee who obtains (other than through his or her position as a Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 4.4 and then withholds such confidential information from the Charity.
- 4.7 For any transaction or arrangements authorised under Articles 3.24 (Trustee Indemnity Insurance), 4.1.1 (interest on money lent), 4.1.2 (hiring fee) or 4.1.3 (charitable benefits) the Trustee's duty under the Companies Acts to avoid a conflict of interest with the Charity shall be disapplied PROVIDED that the relevant provisions of Article 4.4 have been followed.
- 4.8 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

5 THE TRUSTEES

- 5.1 The Trustees, as charity trustees, have control of the Charity and its property and funds.

- 5.2 Unless otherwise determined by the Members in a general meeting, the minimum number of Trustees shall be four and the maximum number of Trustees shall be 12.
- 5.3 Any Member of the Charity who is willing to act as a Trustee of the Charity and is permitted to be so elected or co-opted by law and the Articles, may be elected as a Trustee by the Members, or co-opted as a Trustee by a resolution of the Board of Trustees in accordance with the Articles, PROVIDED that:
- 5.3.1 a majority of Trustees present and voting at a quorate Trustees' meeting approve a candidate for election or co-option as an appropriate person to act as Trustee of the Charity, following consideration of a report by two Trustees who have met and interviewed the candidate; and
- 5.3.2 at all times, at least 75 per cent of the Trustees shall be persons with a disability.

Transitional Provisions

- 5.4 The Trustees of the Charity on the date following the day on which the Articles are adopted by the Members at an Annual General Meeting of the Charity (the "**Transitional Trustees**"), shall hold office until the Annual General Meeting of the Charity listed against their name in the Schedule to the Articles at which they may stand for re-election, subject to Article 5.6.
- 5.5 A Transitional Trustee may only stand for re-election to the Board of Trustees at the Annual General Meeting of the Charity at which they are due to retire as a Trustee if, taking into account his or her length of service as a Trustee of the Charity, he or she has completed less than nine years of continuous service as a member of the Board of Trustees.

Election of Trustees by the Members

- 5.6 Subject to Articles 5.14 and 5.15, Trustees shall be elected by the Members to hold office for a term of up to three years, ending at the conclusion of the business of the third Annual General Meeting following the Annual General Meeting at which he or she was elected. At the end of their term of office, a Trustee shall be eligible for re-election PROVIDED that no Trustee shall serve

for a continuous period of office exceeding nine years and thereafter may not be re-elected or co-opted for a period of one year following such nine year period.

5.7 Not less than 56 Clear Days before each Annual General Meeting, the Board of Trustees shall give notice in writing:

5.7.1 to each Trustee who is due to retire inviting them, if they are eligible and willing, to give notice in writing of their intention to offer themselves for re-election; and

5.7.2 to each Member, specifying the places on the Board of Trustees that are expected to fall vacant at the Annual General Meeting and inviting each Member who has been a Member for at least 6 months at the date of the close of nominations to nominate any Member(s) to fill those vacancies.

5.8 All notices and nominations under Article 5.8 shall be made in writing in such form and executed in such manner as the Board of Trustees may prescribe from time to time. No such notice or nomination shall be valid unless it is received by the Charity at least 35 Clear Days before the date of the Annual General Meeting to which it relates.

5.9 If the number of notices and nominations received by the Charity under Article 5.8 are less than or equal to the number of vacancies to be filled, the individuals to which such notices or nominations relate shall, if they fulfil the criteria in Article 5.4, take office as Trustees with effect from the conclusion of the Annual General Meeting in respect of which such notices and nominations were made.

5.10 If the number of notices and nominations received by the Charity under Article 5.8 exceeds the number of vacancies to be filled, the Board of Trustees shall procure that the Members are provided with an opportunity to vote for the members of the Board of Trustees as follows:

5.10.1 by sending ballot papers to all Members with the notice of the Annual General Meeting and any ballot papers returned to the Charity's registered office by 5pm on the day preceding the Annual General Meeting shall be counted and the results announced at the Annual General Meeting; or

- 5.10.2 by arranging for electronic voting by Members, the details of which shall be sent to all Members with the notice of the Annual General Meeting at which the elections will be held and any electronic votes cast by 5pm on the day preceding the Annual General Meeting shall be counted and the results announced at the Annual General Meeting; or
- 5.10.3 by conducting a ballot in such manner as the Board of Trustees may reasonably determine.
- 5.11 A Trustee elected by the Members shall hold office from the conclusion of the Annual General Meeting at which the election result was announced.
- 5.12 The accidental omission to send ballots (whether in Hard Copy Form or by Electronic Means) to, or the non-receipt of such ballot papers by, any Member entitled to receive such ballot papers, or the non-receipt by the Charity of any returned ballot papers by the appointed time, shall not invalidate any election of Trustees.

Co-option of Trustees by the Board of Trustees

- 5.13 If, at any time, fewer than 75 per cent of the Trustees have a disability, the Board of Trustees shall co-opt up to three Individual Members to hold office as Trustees of the Charity, PROVIDED that the number of such co-optees at any time shall be the lowest number sufficient to ensure that 75 per cent of the Trustees are people with a disability.
- 5.14 The Board of Trustees may, by resolution passed by a majority of the Trustees, co-opt up to a maximum of three Members to hold office as Trustees to fill a casual vacancy in the Board of Trustees PROVIDED that the co-opted Trustee shall only hold office until the next Annual General Meeting of the Charity, at which he or she may stand for election if eligible and nominated.
- 5.15 Every Trustee must sign a declaration of willingness to act as a Trustee of the Charity before he or she is eligible to vote at any meeting of the Board of Trustees.

Termination of Trusteeship

- 5.16 A Trustee's term of office automatically terminates if he or she:

- 5.16.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;
 - 5.16.2 is incapable, in the reasonable opinion of all of the other Trustees, whether mentally or physically, of managing his or her own affairs;
 - 5.16.3 is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign for this reason;
 - 5.16.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 5.16.5 he or she ceases to be a Member of the Charity;
 - 5.16.6 he or she is named on the adults' barred list maintained under the Safeguarding Vulnerable Groups Act 2006; or
 - 5.16.7 is removed by ordinary resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 5.17 A technical defect in the election or co-option of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Board of Trustees.

6 PROCEEDINGS OF TRUSTEES

- 6.1 Subject to the provisions of the Articles, the Board of Trustees may regulate its meetings as they think fit. Questions arising at any Board of Trustees meeting shall be determined by a majority of votes. In the case of an equality of the votes the Chair shall have a second or casting vote.
- 6.2 Four Trustees may, and the Secretary on the requisition of four Trustees shall, at any time summon a meeting of the Board of Trustees. Not less than seven days' notice shall be given of a meeting of the Board of Trustees and every notice shall state the general nature of the business to be transacted.

- 6.3 The quorum of the Board of Trustees shall be a minimum of four Trustees PROVIDED that a minimum of 75 per cent of the Trustees present at any Board of Trustees meeting shall be people with a disability.
- 6.4 If there is no quorum at a meeting of the Board of Trustees the meeting shall be adjourned to such time and place not more than a month or less than a week later as the Trustees present shall direct. Due notice of such adjourned meeting shall be given to all Trustees.
- 6.5 A meeting of the Board of Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants.
- 6.6 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than four, the Trustees may only act for the purpose of filling vacancies or of calling a general meeting.
- 6.7 The Chair or, when the Chair is absent, one of the Vice Chairs, shall chair all meetings of the Board of Trustees at which they are present. If none of the foregoing officers are present within five minutes after the time appointed for the meeting, the Board of Trustees may appoint one of their number to chair the meeting.
- 6.8 A resolution in writing signed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed either on the date of the last signature, or on the date when the last Trustee authorised to vote has indicated to the other Trustees authorised to vote, by Electronic Means, that he or she agrees to the passing of the resolution.
- 6.9 A Trustee must declare the nature and extent of any interest (direct or indirect) which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not been previously declared in accordance with Article 4.4.
- 6.10 The Board of Trustees may invite such persons as they shall deem fit to attend its meetings as observers. Although such persons shall not be entitled to vote, they may speak to the meeting at the sole discretion of the Board of Trustees.

- 6.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting or by way of written resolution in accordance with Article 6.8.

7. HONORARY OFFICERS

- 7.1 The Honorary officers shall consist of the Chair, two vice-chairs and a treasurer, at least two of whom shall be persons with a disability.

- 7.2 At the first meeting of the Board of Trustees following each AGM the Trustees shall appoint from amongst the Honorary Officers from among their number.

- 7.3 Any person so appointed shall hold office for one year ending at the start of business of the first meeting of the Board of Trustees following the subsequent AGM and, subject to their continuing as a Trustee, a retiring Honorary Officer may be re-appointed, with no limit on the number of consecutive terms a Trustee may be appointed as a an Honorary Officer.

- 7.4 The individuals appointed as Honorary Officers shall be those Trustees who have been nominated and seconded by two Trustees and, if necessary, elected by Trustees at a meeting of the Board of Trustees. On a ballot each Trustee shall have one vote in respect of each office but otherwise ballots shall be conducted in such manner as the Board of Trustees may determine.

- 7.5 The Board of Trustees may from time to time fill any vacancy caused by the death or resignation of any Honorary Officer. The person so appointed shall hold office until the start of business of the first meeting of the Board of Trustees following the subsequent AGM and, subject to their continuing as a Trustee, shall be eligible for re-appointment.

8. POWERS OF THE TRUSTEES

- 8.1 The Trustees shall manage the business of the Charity and have the following powers in the administration of the Charity in their capacity as Trustees:

- 8.1.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Acts;

- 8.1.2 to appoint (and remove) any individuals as patrons of the Charity on such terms as they shall think fit;
 - 8.1.3 to make rules and/or regulations consistent with the Articles and the Companies Acts to govern proceedings at Trustees' meetings, general meetings, proceedings of committees, the administration of the Charity and the use of its seal (if any);
 - 8.1.4 to establish procedures to assist the resolution of disputes or differences within the Charity; and
 - 8.1.5 to exercise any powers of the Charity which are not reserved to the Members.
- 8.2 The Trustees may delegate any of their functions or powers, the implementation of their decisions, or the day to day management of the affairs of the Charity to committees consisting of two or more individuals appointed by them PROVIDED that:
- 8.2.1 the Trustees may revoke any such delegation in whole or in part or alter its terms and conditions at any time;
 - 8.2.2 at least one member of every committee must be a Trustee;
 - 8.2.3 all proceedings of committees must be reported promptly to the Trustees;
 - 8.2.4 any committee must act within the parameters laid down by the Trustees; and
 - 8.2.5 the Trustees may authorise further delegation by any such committee.
- 8.3 The Trustees may delegate the day to day management of the Charity to a chief executive or other manager or managers PROVIDED that:
- 8.3.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and to advise the Trustees in relation to such policy, strategy and budget;

- 8.3.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
 - 8.3.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.
- 8.4 The Trustees may act notwithstanding any vacancies, but should the Trustees at any time be reduced in number to less than the number required for a quorum it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees or summoning a general meeting but not for any other purpose.

9. INDEMNITY

- 9.1 All Trustees, volunteers and employees of the Charity shall be:
- 9.1.1 indemnified out of the funds of the Charity against all losses and expenses incurred in the discharge of their respective duties except such as happen through their own respective wilful acts or defaults;
 - 9.1.2 chargeable only for so much money or property as shall they themselves actually receive for the Charity;
 - 9.1.3 answerable only for each of their acts neglects or defaults and not for those of any person nor for the insufficiency or any security for the money invested or of title to any estate or property acquired for any loss or damage which might happen in the execution of their respective duties.
- 9.2 The provisions of this Article shall only have effect to the extent permitted by the Companies Acts.

10. MEMBERSHIP

10.1 The Trustees of the Charity may register an unlimited number of Members PROVIDED THAT the number of Members shall not be less than five at any time.

10.2 Membership is open to:

10.2.1 any person with a disability living, working or studying in Greater London ("**Individual Members**"); and

10.2.2 any person without a disability living, working or studying in Greater London ("**Associate Members**");

(together referred to as "**Members**") who are over the age of 18 years and apply to become a Member in such form and in such manner as the Board of Trustees may for the time being prescribe.

10.3 The name and address of each Member shall be entered in the Register of Members, which shall distinguish between Individual Members and Associate Members in accordance with the policy set down by the Board of Trustees from time to time.

10.4 The Board of Trustees may refuse to admit any person as a Member of the Charity without showing cause.

10.5 Provided that the Membership shall not fall below five, Membership shall cease on the occasion of one or more of the following events:

10.5.1 upon written notice being served on the Board of Trustees stating a Member's intention to resign; or

10.5.2 upon their failing to pay any Membership subscription within 90 Clear Days' written notice by the Charity requesting payment in full; or

10.5.3 upon their death; or

10.5.4 upon the Board of Trustees resolving to remove any person as Member, after the Board of Trustees has invited the views of the Member concerned and considered the matter in the light of any such views. Any Member so removed shall have the right to appeal within 28 days from the date of his or her removal by serving written notice

on the Chair of the Board of Trustees. A review committee shall hear his or her appeal within 28 days of the date of receipt by the Chair of the Board of Trustees of the notice of appeal.

- 10.6 Any person ceasing by any means to be a Member shall remain liable for and shall pay to the Charity all monies due to the Charity at the time he or she ceased to be a Member.
- 10.7 The rights and privileges of Membership shall be personal to a Member and not transferable.

11. SUBSCRIPTIONS

- 11.1 The Board of Trustees may in its absolute discretion from time to time levy such subscriptions as may be appropriate, at different rates for Individual Members and Associate Members.
- 11.2 Subscriptions (if any) shall become due and payable by Members on 1 April following the date on which they joined the Charity and on 1 April in each subsequent year and at such rates as the Board of Trustees may reasonably determine from time to time. A person ceasing to be a Member shall not be entitled to any refund of the whole or part of any subscription that has been paid.

12. LIMITED LIABILITY AND GUARANTEE

- 12.1 The liability of Members is limited.
- 12.2 Every Member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, and of the costs of, charges and expenses of winding up, and for the adjustment of the rights of the contributors amongst themselves, such amount as may be required not exceeding £1.

13. MEMBERS' GENERAL MEETINGS

13.1 The Board of Trustees must convene an Annual General Meeting (**AGM**) of the Charity in each calendar year at such time and place as may be determined by the Board of Trustees and shall specify the meeting as such in the notice calling it, provided that every AGM shall be held not more than fifteen months after the holding of the previous AGM.

13.2 Subject to the provisions of the Act, the business of the AGM shall include:

13.2.1 consideration of the Charity's accounts, the reports of the Board of Trustees and Auditors, the balance sheet and any other document annexed thereto;

13.2.2 the declaration of the results of the election of Trustees to the Board of Trustees;

13.2.3 the appointment of the Auditors; and

13.2.4 consideration of any resolutions that may be duly submitted to the meeting.

13.3 All general meetings other than the AGM shall be called Extraordinary General Meetings (**EGM**).

13.4 The Board of Trustees may call an EGM whenever they think fit, and on the requisition of Members pursuant to the provisions of the Act, shall call an EGM not later than 8 weeks after receipt of the request.

Notice of General Meetings

13.5 An AGM and an EGM called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called at 21 Clear Days' notice. All other EGMs shall be called by at least 14 Clear Days' notice but a general meeting may be called at shorter notice if it is so agreed:

13.5.1 in the case of an AGM, by all Members present and having the right to attend and vote there; and

13.5.2 in the case of any other meeting, by a majority in number of Members having the right to attend and vote being a majority together holding

not less than 95 per cent of the total voting rights at that meeting of all the Members.

- 13.6 Every notice shall specify the time and place of the meeting, and the general nature of the business of the meeting. The notice convening the AGM meeting shall specify the meeting as such and the notice convening the meeting to pass a Special or Extraordinary Resolution shall specify the intention to propose the resolution as a Special or Extraordinary Resolution, as the case may be.
- 13.7 The notice shall be given to all the Members, the Trustees, and the Charity's Auditors.
- 13.8 The accidental omission to give notice of any meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

Proceedings at General Meetings

- 13.9 No business shall be transacted at any General Meeting unless a quorum is present. Twelve Individual Members personally present shall be a quorum.
- 13.10 If after half an hour from the time appointed for the meeting to commence a quorum is not present, or if during the meeting such quorum ceases to be present, the meeting shall:
- 13.10.1 if convened on the requisition of the Members, be dissolved; or
- 13.10.2 in any other case it may be adjourned to the same day in the next week at the same time and place, or at such time and place, as the chair of the meeting shall appoint.
- 13.11 If at such adjourned meeting a quorum is not present within 15 minutes from the time for the meeting to commence, the Members present in person or by proxy shall form a quorum.
- 13.12 The Chair, or any person as the Board of Trustees shall determine, shall preside as chair of the meeting but if neither are present within five minutes after the time appointed for the meeting the Members present shall elect a Trustee, or if no Trustee be present, or if all Trustees decline to act, the Members present shall choose one of their number to be chair of the meeting.

- 13.13 The chair of any meeting may, with the consent of a 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 any adjourned meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven Clear Days' notice of the adjourned meeting 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.
- 13.14 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by ordinary resolution.
- 13.15 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of a result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act a poll may be demanded:
- 13.15.1 by the chair of the meeting; or
 - 13.15.2 by at least five Members present in person and entitled to vote; or
 - 13.15.3 by a Member or Members present in person and representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting;
- and a demand by a person as a proxy for a Member shall be the same as a demand by a Member.
- 13.16 Unless a poll is duly demanded, a declaration by the chair of the meeting that a resolution has been carried unanimously, or by particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minute book 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.
- 13.17 If a poll is duly demanded, it shall be taken in such a manner as the chair may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 13.18 In the case of an equality of votes, whether on show of hands or a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

13.19 A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such a time and place as the chair directs.

13.20 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the next business is proceeded with.

Votes of Members

13.21 Every Member who is present in person or represented by proxy duly appointed in writing shall have one vote and such proxy shall be entitled to vote on a show of hands as well as by poll. The appointment of proxy shall be in the following form or form as near thereto as circumstances admit:

ACTION ON DISABILITY

I/We of

being a Member of ACTION ON DISABILITY,

hereby appoint

of

or failing them,

of

as my/our proxy to vote for me/us and on my/our behalf at the (Annual General Meeting / Extraordinary General Meeting) of the company to be

held on the day of 20[] and at any adjournment thereof .

Signed this day of 20[]

This form to be used in respect of resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

*strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting. Signed this day of 20[]

- 13.22 Subject to the provisions of the Companies Acts the form duly completed appointing a proxy to vote at a particular meeting shall be deposited at the Charity's registered office not less than 48 hours before the time of holding the meeting or adjourned meeting at which the person named on the form proposed to vote.

14. MEMBERS' WRITTEN RESOLUTIONS

The Members may pass a written resolution at any time provided that it is passed in accordance with the provisions governing such written resolutions in the Companies Acts.

15. RECORDS AND ACCOUNTS

- 15.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 2011 as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

15.1.1 annual returns;

15.1.2 annual reports; and

15.1.3 annual statements of account.

- 15.2 The Trustees must also keep records of:

15.2.1 all proceedings at meetings of the Board of Trustees;

15.2.2 all resolutions in writing;

15.2.3 all reports of committees; and

15.2.4 all professional advice obtained.

- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 15.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act 2011 to any other person who makes a written request and pays the Charity's reasonable costs.

16. COMMUNICATIONS

- 16.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Acts may be served:
- 16.1.1 by hand;
 - 16.1.2 by post;
 - 16.1.3 by Electronic Means; or
 - 16.1.4 (for Members only) through publication in the Charity's newsletter or on the Charity's website.
- 16.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 16.3.1 24 hours after being sent by Electronic Means, posted on the Charity's website, or delivered by hand to the relevant address;
 - 16.3.2 two Clear Days after being sent by first class post to that address;
 - 16.3.3 three Clear Days after being sent by second class to that address;
 - 16.3.4 immediately on being handed to the recipient personally; or
 - 16.3.5 (if earlier) as soon as the recipient acknowledges actual receipt.
- 16.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

17. DISSOLUTION

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

18. INTERPRETATION

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

18.2 In the Articles, unless the context indicates another meaning, the following words and phrases shall have the meaning set against them:

‘the AGM’	Annual General Meeting to be held each year in accordance with Article 13;
‘the Articles’	the Charity’s Articles of Association and ‘Article’ refers to a particular Article;
‘Associate Member’	company law members of the Charity being persons without a disability aged 18 years or above who are admitted as associate members of the Charity;
‘Board of Trustees’	the Board of Trustees of the Charity, as specified in Article 5;
‘the Chair’	the person appointed by the Board of Trustees under Article 7 and one of the Honorary Officers;
‘Chairman’	the chair of the Trustees;

'the Charity'	means the company governed by the Articles;
'the Charities Act'	the Charities Acts 1992 to 2011, including any statutory modifications or re-enactment thereof for the time being in force;
'charity trustee'	has the meaning prescribed by Section 177 of the Charities Act 2011;
'Circulation Date'	in relation to a written resolution, has the meaning given to it in the Companies Acts;
'Clear Day'	does not include the day on which notice is given or the day of the meeting or other event;
'the Commission'	the Charity Commission for England and Wales or any body which replaces it;
'the Companies Acts'	the Companies Acts (as defined in Section 2 of the Companies Act 2006) in so far as they apply to the Charity;
'Conflicted Trustee'	a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
'Connected Person'	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 person living with a Trustee as his or her partner; or (d) any charity, partnership or firm of which a Trustee is a paid Trustee, member, partner or employee, or shareholder holding more than 1% of the

	share capital;
‘constitution’	the Memorandum and the Articles and any special resolutions relating to them;
‘custodian’	a person or body who undertakes safe custody of assets or of documents or records relating to them;
‘disability’	means the loss of limitation of opportunities to take part in society on an equal level with others due to social and environmental barriers;
‘the EGM’	an Extraordinary General Meeting;
‘Electronic Means’	has the meaning prescribed to it in the Companies Acts;
‘Financial Expert’	an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 (or any statutory modification or re-enactment thereof);
‘financial year’	the Charity’s financial year;
‘Firm’	includes a limited liability partnership;
‘Greater London’	means the City of London and 32 London Boroughs;
‘Hard Copy Form’	has the meaning prescribed by the Companies Acts;
‘Honorary Officers’	the persons appointed as Honorary Officers from time to time in accordance with Article 7;
‘Individual Members’	company law members of the Charity being people with a disability aged 18 years or above who are admitted as Individual Members of the Charity;
‘Member’ and ‘Membership’	refers to Individual Members and Associate Members, being the company law members of the Charity;
‘Memorandum’	the Charity’s Memorandum of Association;

‘month’	means calendar month;
‘nominee company’	a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
‘the Objects’	the Objects of the Charity as defined in Article 2;
‘Secretary’	a company secretary;
‘Taxable Trading’	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;
‘treasurer’	a person appointed as treasurer by the Board of Trustees under Article 7 and one of the Honorary Officers;
‘Trustee’	a director of the Charity and ‘Trustees’ means the directors;
vice-chair	one of two people appointed as a vice-chair by the Board of Trustees under Article 7 and one of the Honorary Officers;
‘written’ or ‘in writing’	the representation or reproduction of words symbols and other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by Hard Copy, Electronic Means or otherwise;
‘Year’	calendar year.

18.3 Expressions not otherwise defined which are defined in the Companies Acts have the same meaning.

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

SCHEDULE
TRANSITIONAL TRUSTEES

Name of Trustee	Year of AGM at which Trustee retires
Tony Aslam	2015
Victoria Brignell	2016
Patrick McVeigh	2015
Jane Wilmot	2017