

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF URBAN GREEN NEWCASTLE

Incorporated under the Companies Act 2006
on 23 August 2018
under No 11533203

As amended by special resolution that came into effect on 14
January 2019 and special resolution on 2 April 2019 and
special resolution on 24 February 2024

The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE
Articles of Association
of
URBAN GREEN NEWCASTLE

1. INTERPRETATION

- 1.1 In these Articles, the words in the first column of the table below, will bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

Words	Meanings
the Act	The Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force
Annual General Meeting	an annual General Meeting of the Trust
Appointed Trustee	A Trustee appointed to the Board by the Board from time to time
the or these Articles	The Articles of Association of the Trust, as amended from time to time
Board	The Board of Trustees
Chair	The Chair of Trustees appointed in accordance with these Articles
Charity Commission	The Charity Commission for England and Wales
City	Newcastle upon Tyne
Clear Day	In relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect
Community Representation Group	means the committee of the Board established under Article 22
Connected Person	Includes: <ul style="list-style-type: none"> (a) Any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child); (b) The spouse, civil partner of a Trustee or any person falling within (a) (and includes any person with whom a Trustee lives as partner in an enduring relationship); (c) A person carrying on business in partnership with a Trustee or with any person falling within (a) or (b);

{d) An institution which is controlled: (i) by a Trustee or by any person falling within {a), (b) or (c), or (ii) by two or more persons falling within (d}{i}, when taken together; and

(e) A body corporate in which (i) a Trustee or any connected person falling within any of paragraphs (a) to (c) has a substantial interest, or (ii) two or more persons falling within (e){i) when taken together, have a substantial interest;

And 'controlled' and 'substantial interest' have the meaning provided in ss351 to 352 Charities Act 2011

Council	Newcastle City Council
Electronic Form	Something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form
Eligible Trustee	A Trustee who is entitled to vote on a resolution at a Board meeting
Financial Expert	An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
General Meeting	A General Meeting of the Trust (and includes an Annual General Meeting unless specified otherwise)
Local Authority Associated Persons	Any person, including an authorised representative, associated (within the meaning given in section 69 (5) of the Local Government & Housing Act 1989) with any local authority by which the Trust is influP.nr.e,ci
Member	A Member of the Trust for the purposes of the Act and Members means all the Members
Nominated Trustee	A Trustee nominated to the Board by the Council
the Objects	The Objects of the Trust set out in Article 4
the Office	The registered office of the Trust
the Register	The Register of Members of the Trust kept pursuant to the Act
the Seal	The common seal of the Trust, if it has one
the Secretary	Any person appointed to perform the duties of secretary of the Trust
the Trust	The Company regulated by these Articles
a Trustee	A director of the Trust and Trustees means all the directors of the Trust and includes reference to a Nominated Trustee or an Appointed Trustee unless specified otherwise
Vice Chair	The Vice Chair of Trustees appointed in accordance with these Articles
in writing or written	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

1.2 Unless specifically stated otherwise:

- 1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Trust;
- 1.2.2 Words denoting the singular include the plural and vice versa;
- 1.2.3 Words denoting any gender include all genders;
- 1.2.4 Each reference to "person" includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality);
- 1.2.5 General words will not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;; and.
- 1.2.6 The Companies (Model Articles) Regulations 2008 will not apply to the Trust.

2. NAME & OFFICE

- 2.1 The name of the Trust is Urban Green Newcastle (or such other name as the Trustees from time to time decide).
- 2.2 The Office of the Trust will be situated in England.

3. GUARANTEE

Every Member undertakes that if the Trust is wound up while it is a Member, or within one year after it ceases to be a Member, that Member will contribute to the assets of the Trust such amount as may be required for the payment of the debts and liabilities of the Trust contracted before it ceases to be a Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £1.

4. OBJECTS

- 4.1 The only Objects for which the Trust is established are for the public benefit, and in particular for the benefit of the inhabitants of and visitors to Newcastle upon Tyne and the surrounding areas to:
 - 4.1.1 provide, maintain, protect, improve and equip parks, gardens, landscaped areas, woodlands, open spaces, playing fields and recreational amenity spaces **(the Parks)**;
 - 4.1.2 advance health by promoting participation in healthy outdoor recreation and amateur sport;
 - 4.1.3 provide or assist in the provision of facilities for recreation or other leisure time occupation, including the provision of allotment facilities, in the interests of social welfare and with the object of improving the conditions of life for the inhabitants of Newcastle upon Tyne and the surrounding areas; and
 - 4.1.4 ancillary to the above objects, to advance education in particular in:
 - (a) the conservation, protection and improvement of the natural environment including the flora and fauna, wildlife, biodiversity and natural habitats of the Parks;

- (b) the history, culture, heritage and traditions of the North East; and
- (c) the promotion and encouragement of the arts, in particular *within* the Parks.

5. POWERS

5.1 In furtherance of the Objects but not further or otherwise, the Trust *will* have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):

- 5.1.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest *any* real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Trust;
- 5.1.2 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Trust;
- 5.1.3 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Trust in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Trust or by the creation and issue of debentures, debenture stock or other obligations or *securities* of any description;
- 5.1.4 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Trust will not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects,
- 5.1.5 to set aside funds for special purposes or as reserves against future expenditure;
- 5.1.6 to invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 5.1.7 to delegate the management of investments to a Financial Expert but only on terms that:
 - (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (ct) the Trustees are entitled to cancel the delegation arrangements at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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
 - (g) the Financial Expert must not do anything outside the powers of the Trustees.

- 5.1.8 to arrange for investments or other property or assets of the Trust to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.1.9 to encourage groups of persons to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Trust. Each branch, friends group or other voluntary group must be constituted and its affairs must be carried on in accordance with regulations approved from time to time by the Trustees;
- 5.1.10 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which will further the Trust's interests or any of them;
- 5.1.11 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Trust and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 5.1.12 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Trust. Provided that any such insurance will not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance will not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Trust;
- 5.1.13 to insure the property and assets of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 5.1.14 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 5.1.15 to subscribe to, support, affiliate, become a member of, any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Trust and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Trust provided that;
- 5.1.16 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Trust of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 5.1.17 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;

- 5.1.18 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.1.19 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 5.1.20 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Trust receiving any consideration or advantage;
- 5.1.21 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 5.1.22 to provide financial assistance, to make grants or loans of money, to give guarantees and donations and to provide equipment and apparatus;
- 5.1.23 to make applications for consent under bye-laws or regulations and other like applications;
- 5.1.24 to pay out of the funds of the Trust the costs, charges and expenses of, and incidental to, the formation and registration of the Trust;
- 5.1.25 to enter into contracts and provide services to or on behalf of other bodies;
- 5.1.26 to establish or acquire subsidiary companies to assist or act as agents for the Trust;
- 5.1.27 to acquire, take over and accept from an unincorporated body by disposition, conveyance, assignment or transfer the whole of the assets and property both real and personal of the unincorporated body and where necessary to give to any trustees in whom the said assets or property may be vested (whether or not they are the same individuals as the Trustees) a valid receipt, discharge and indemnity for and in respect of the transfer of the same to the Trust and without prejudice to the generality of the foregoing to assume responsibility for all undertakings and engagements of whatever kind of the unincorporated body and to carry out all the requirements of the same so far as is legally possible to the same extent and in the same manner as the unincorporated body would have done;
- 5.1.28 to do all such other lawful and charitable things as will further the attainment of the Objects as is not otherwise forbidden by these Articles.

6. USE OF INCOME AND PROPERTY

- 6.1 The income and property of the Trust must be applied solely towards the promotion of the Objects and no part will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Trustee will be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust. Provided that this Article will not prevent any payment in good faith by the Trust:
 - 6.1.1 of reasonable and proper remuneration to any Member, officer or employee of the Trust (not being a Trustee) for any goods or services supplied to the Trust and of travelling expenses necessarily incurred in carrying out the duties of officer or employee of the Trust;
 - 6.1.2 of interest at a reasonable rate on money lent by any Member or Trustee;
 - 6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Trust by any Member or Trustee;

- 6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
 - 6.1.5 to any Trustee of reasonable out-of-pocket expenses;
 - 6.1.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Trust in accordance with Article 34;
 - 6.1.7 of the payment of remuneration to a Trustee for services under a contract with the Trust as authorised by Article 6.2;
 - 6.1.8 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees as permitted under Articles 5.1.12 and 34;
 - 6.1.9 of the payment to any Member or Trustee of charitable benefits in furtherance of the Objects; and
 - 6.1.10 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).
- 6.2 A Trustee may not be an employee of the Trust, but a Trustee or a Connected Person may enter into a contract with the Trust to supply services or goods to the Trust in return for a payment or other material benefit if:
- 6.2.1 the services or goods are actually required by the Trust;
 - 6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;
 - 6.2.3 the number of Trustees who are interested in any such a contract in any financial year of the Trust is in the minority; and
 - 6.2.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Trust, and likely to promote the success of the Trust, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Trust for the amount or maximum amount of benefit or payment.

7. CONFLICTS OF INTEREST

7.1 General Obligation

- 7.1.1 To the extent required by law every Trustee must disclose to the Trust all matters in which they or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Trust.

7.2 Avoiding and authorising situations where interests may conflict

- 7.2.1 To the extent required by law every Trustee has a duty to avoid situations in which they have (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Trust **(the Duty)**. Where a Trustee is unable to avoid such a situation the Duty is not infringed if:
 - (a) the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
 - (b) the situation is authorised by these Articles and the matter has been proposed and authorised by the Trustees in the manner set out in Article 7.2.2.

- 7.2.2 Where a situation in relation to which a Trustee(s) is/are conflicted is proposed to the Trustees for authorisation under Article 7.2.1(b) it may only be authorised by the Trustees where:
- (a) subject to Article 7.2.3 any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Trustee(s) in question;
 - (b) the matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to had their vote not been counted); and
 - (c) the Trustee(s) in question is/are absent from the Board meeting for that item unless expressly invited to remain to provide information.
- 7.2.3 Where there are insufficient Eligible Trustees to form a quorum at a Board meeting (or part of it) for the purpose of authorisation under Article 7.2.1(b), the Eligible Trustees present is deemed to form a quorum provided that they are satisfied that the Trustee(s) in question will not receive any direct or indirect benefit other than one permitted by these Articles as a result of authorising the actual or potential conflict.

7.3 Interests in proposed transactions or arrangements

- 7.3.1 A Trustee who is interested in a proposed transaction or arrangement with the Trust may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is:
- (a) with a Member and the Trustee(s) or a Connected Person is a director or officer of, or otherwise connected with, that Member but the transaction or arrangement does not confer a personal benefit on the Trustee(s) or Connected Person in question;
 - (b) one which applies to the Trustee(s) or Connected Person in question in common with other third parties and there is no benefit to the Trustee(s) or Connected Person in question over and above that afforded to such third parties;
 - (c) with a charity of which a Trustee or a Connected Person is a charity trustee or with which they are otherwise connected and which is in furtherance of the objects of the Trust and which does not confer a personal benefit on the Trustee or Connected Person; and
 - (d) with a company limited by shares or a company limited by guarantee which is wholly owned by the Trust and in which a Trustee or Connected Person does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee or Connected Person.

For the avoidance of doubt, nothing in this Article discharges the Trustees from their obligations to comply with the requirements of the Charities Act 2011 in relation to disposals of interests in property to a wholly owned company.

7.4 Managing conflicts of interest at meetings

- 7.4.1 Subject to Article 7.3 and this Article 7.4, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Trust, the Trustee must:
- (a) declare the nature and extent of that interest either at a Trustees' meeting or by written notice before the Trust enters into the transaction or arrangement;

- (b) be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the Board meeting; and
 - (d) be absent during any vote and have no vote on the matter (whether in a Trustees' meeting or by written resolution).
- 7.4.2 Subject to 7.4.3, if a question arises at a Board meeting as to the right of a Trustee to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Trustee other than the Chair is final and conclusive.
- 7.4.3 If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Trustees at that Board meeting, for which purpose the Chair will not be counted as participating in the Board meeting (or that part of the Board meeting) for voting or quorum purposes."

8. MEMBERS' LIMITATION OF LIABILITY

- 8.1 The liability of the Members is limited.

9. MEMBERS

- 9.1 The first Members **will** be the subscribers to the Memorandum of Association on the incorporation of the Trust. Subsequent Members will be:
- 9.1.1 the Council; and
 - 9.1.2 at least five and no more than eleven other Members comprising body corporates, public corporations, charitable organisations and similar organisations and partnerships that have an interest in some or all of the Objects.
- 9.2 Members are appointed by the Trustees from time to time and will consent in writing to become Members and will have their names entered in the Register.
- 9.3 The rights and privileges of a Member are personal to the Member and membership will not be transferable.
- 9.4 Every Member is subject to the provisions of these Articles in relation to its membership and is deemed to have had knowledge of these Articles and to have consented to them prior to it becoming a Member.
- 9.5 Each Member will appoint an authorised representative to act on its behalf and will notify the Trust of their name and contact details. Each Member is entitled to replace its authorised representative from time to time by written notification to the Trust. Notices given by the Trust to a Member's authorised representative are deemed to have been given to the Member. No Member will appoint a Trustee (including a Nominated Trustee) as their authorised representative.
- 9.6 A Member will cease to be a Member and its name will be removed from the Register if:
- 9.6.1 it resigns by giving one month's notice in writing of its resignation to the Trust;
 - 9.6.2 any sum contracted to be paid to the Trust or due and payable to the Trust by virtue of being a Member is not paid within 28 days of its due date, and the Trustees resolve that the Member will cease to be a Member;

- 9.6.3 a resolution is passed or an order is made for its winding up or it is placed in liquidation, or if an administrator or receiver is appointed, or if it ceases to exist;
- 9.6.4 it otherwise ceases to qualify for membership under these Articles; or
- 9.6.5 it is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the interests of the Trust (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
- 9.7 Notwithstanding the provisions of Article 9.6 the Council shall not be removed from membership against its will in any circumstances.
- 9.8 The Trustees may from time to time establish other categories of membership, including informal or supporter membership, and may set out the rights and duties of such members (and may vary or revoke such rights and duties from time to time) and may from time to time require the payment of a subscription fee.

10. GENERAL MEETINGS & ANNUAL GENERAL MEETINGS

- 10.1 The Trust shall hold its first Annual General Meeting within 18 months of its incorporation and in each subsequent year with not more than 15 months elapsing between successive Annual General Meetings.
- 10.2 Each notice calling an Annual General Meeting shall specify the meeting as such and each Annual General Meeting shall take place at such time and place as the Trustees shall think fit.
- 10.3 The business at an Annual General Meeting shall include:
 - 10.3.1 the consideration of the accounts, balance sheets, reports of the Trustees and the auditors; and
 - 10.3.2 the appointment of the auditors; and
 - 10.3.3 a report setting out the Trustees who have been appointed or resigned or removed from office since the last Annual General Meeting.
- 10.4 General Meetings are called on at least 14 Clear Days' notice indicating the time, date and place of the General Meeting, the business to be discussed, (if a special resolution is to be proposed) the wording of any special resolution and the right of Members to appoint proxies. A General Meeting may be called by shorter notice if this is agreed by a majority of the Members having a right to attend and vote at the General Meeting who together represent not less than 90% of the total voting rights at that General Meeting.
- 10.5 Notice of a General Meeting must be given in hard copy form or in Electronic Form or made available *via* a website in accordance with Article 33.7 and must be sent or made available to every Member and Trustee, and the auditor for the time being of the Trust.
- 10.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.
- 10.7 The Members may request the Board to call a General Meeting in accordance with the Act.

11. PROCEDURE AT GENERAL MEETINGS

- 11.1 No business shall be transacted at any General Meeting unless a quorum is present. There is a quorum at a General Meeting if the number of Members present in person or by proxy or through their authorised representative is at least three.

- 11.2 Except where otherwise provided by these Articles or the Act, decisions of the Members are taken by ordinary resolution.
- 11.3 The Chair will preside as Chair at every General Meeting of the Trust. If they are not present within fifteen minutes after the time appointed for holding the meeting, the Vice Chair will preside as Chair. If the Chair and the Vice Chair are not present, the Members present by authorised representative or by proxy will elect one of their number to be chair of that meeting.
- 11.4 If, within fifteen minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting will stand adjourned to such day, time and place as the Chair, or the Trustees, appoint. If at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by authorised representative or by proxy will be a quorum.
- 11.5 The Chair may with the consent of any General Meeting at which a quorum is present adjourn the General Meeting from time to time and from place to place but no business may be transacted at any adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place.
- 11.6 When a General Meeting is adjourned for fourteen days or more, at least seven Clear Days' notice will be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it will not be necessary to give any such notice.

12. METHOD OF VOTING

- 12.1 At any General Meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:
- 12.1.1 demanded by the Chair; or
- 12.1.2 by at least two Members present in person or by authorised representative or by proxy having the right to vote at the meeting.
- 12.2 On a show of hands or on a poll, every Member shall have one vote subject to Article 37.
- 12.3 Unless a poll is so demanded, 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 proceedings of the Trust is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 12.4 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. The withdrawal of a demand for a poll will not invalidate the result of a show of hands declared before the demand for the poll was made.
- 12.5 A demand for a poll made by a proxy for a Member will be treated in the same way as a demand made by the authorised representative of the Member which appointed that proxy.
- 12.6 A poll is taken as the Chair directs and they may appoint scrutineers (who need not be authorised representatives of Members) and fix a time and place for declaring the results of a poll. The result of the poll are deemed to be the resolution of the General Meeting at which the poll was demanded.
- 12.7 Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 12.8 No poll may be demanded on the election of a chair of a General Meeting or on any question of adjournment.

- 12.9 The authorised representative of a Member is entitled to exercise the same powers on behalf of the Member which they represent as if they have been an individual Member including power when personally present to vote on a show of hands and to demand or concur in demanding a poll.

13. RESOLUTIONS AT MEETINGS

- 13.1 No objection will be raised to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting is valid for all purposes. Any objection made in due time will be referred to the Chair whose decision is final and conclusive.
- 13.2 Every Member is entitled to appoint another person as its proxy in accordance with the Act. A proxy does not need to be a Member.
- 13.3 Proxies may only be validly appointed by a notice in writing (**a proxy notice**) which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which they are appointed, is signed by the authorised representative of the Member and is delivered to the Trust in accordance with these Articles, and any directions given by the Trustees to the Member.
- 13.4 The Trustees may require proxy notices to be delivered in a particular form.
- 13.5 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
- 13.6 Unless a proxy notice indicates otherwise, it is treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and 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.
- 13.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.
- 13.8 An appointment under a proxy notice may be revoked by delivering the Trust a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 13.9 If a proxy notice is not executed by the authorised representative of the relevant Member, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the authorised representative's behalf.
- 13.10 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if the proposed amendments do not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 13.11 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution if the Chair of the meeting proposes the amendments at the General Meeting at which the resolution is to be proposed and the amendment does not go beyond which is necessary to correct a grammatical or other non-substantive error in the resolution.

14. RESOLUTIONS IN WRITING

- 14.1 Subject to Article 37, except in the case of a resolution to *remove* a Trustee or an auditor before the end of their term, a resolution in writing is as effective as a resolution passed at a General Meeting duly convened and held provided that:
- 14.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed by the authorised representatives of at least 75% of all those Members entitled to receive notice of and to attend General Meetings; or

- 14.1.2 in the case of an ordinary resolution, it is signed by a majority of the authorised representatives of all those Members entitled to receive notice of and to attend General Meetings; and
- 14.1.3 it complies with any other legal requirements from time to time.
- 14.2 A resolution in writing is passed when the required majority of authorised representatives of the Members have signified their agreement to it.
- 14.3 A written resolution of the Members will lapse if it is not passed within 28 days of the date upon which it was circulated to the Members.

15. TRUSTEES

- 15.1 The Trustees will comprise:
 - 15.1.1 up to two Nominated Trustees; and
 - 15.1.2 between six and eleven Appointed Trustees.
- 15.2 Where there are two Nominated Trustees in office, there must be no less than eleven Appointed Trustees.
- 15.3 Where there is one (or no) Nominated Trustees in office there must be no less than six Appointed Trustees.
- 15.4 Whenever a vacancy arises in the position of Nominated Trustee the Chair shall notify the Council in writing and shall invite the Council to nominate a Trustee to the Board.
- 15.5 The Council will from time to time notify the Trust of the name of a Nominated Trustee in writing either to fill a vacancy or to replace a Nominated Trustee removed under Article 15.6. The Nominated Trustee will take office with effect from the next following Board meeting subject to Article 15.7.
- 15.6 The Council will notify the Trust of the removal of a Nominated Trustee in writing. Such removal will take effect on the date specified by the Council in the notice.
- 15.7 All Appointed Trustees must be appointed by the Board from time to time on the basis of their skills and experience and following a public advertisement of the vacancy and a transparent appointment process.
- 15.8 A person will not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until they have signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.

16. RETIREMENT OF TRUSTEES

- 16.1 Subject to Article 16.7 each Appointed Trustee is appointed for a three year term. At the end of a term in office an Appointed Trustee will retire from office but may be re-appointed by the Trustees if the Trustees are satisfied as to the continued effectiveness of that Appointed Trustee.
- 16.2 If the Trustees at the time at which an Appointed Trustee retires from office do not fill the vacancy the retiring Appointed Trustee will, if willing to act, be deemed to have been re-appointed unless it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Appointed Trustee is put to the Trustees and is not passed.
- 16.3 Subject to Article 16.4 no Appointed Trustee may serve in office for a continuous period of more than nine years without a period of at least four years out of office.

- 16.4 If an Appointed Trustee is making an outstanding contribution to the Trust such that their retirement in accordance with Article 16.3 would be to the detriment of the Trust, they may be re-appointed for a further term of 1 year (and up to 3 years in the case of the Chair) before they must retire. Any such re-appointment will require the majority of the Members to vote in favour at a General Meeting or by way of written resolution.
- 16.5 An individual who has previously served as an Appointed Trustee may be re-appointed at any time after they have been out of office for at least four years and all previous time served will be disregarded in calculating any terms of office.
- 16.6 Nominated Trustees shall serve in office for such period as is determined by the Council provided that no Nominated Trustee shall serve in office for a continuous period of more than nine years without at least four years out of office.
- 16.7 Notwithstanding Article 16.1 the first Trustees of the Trust will be appointed for the following terms.

Trustee	Term of Office
Jim Beirne	Three years
Robert Cameron	Three years
Cara-Kim McGuinness	Three years
Gina Tiller	Three years
Brian Aitken	Two years
Paul Collings	Two years
Kate Culverhouse	Two years
Ella Ritchie	Two years
Patricia Cresswell	One year
Nigel Emmerson	One year
Val Keen	One year
Marion Williams	One year
Alan Schofield	One year

17. POWERS AND DUTIES OF THE TRUSTEES

- 17.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Trust, the business of the Trust is managed by the Trustees for which purpose they may exercise all the powers of the Trust. No alteration of these Articles and no such direction will invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article will not be limited by any special power given to the Trustees by these Articles and a Board meeting at which a quorum of Trustees is present may exercise all the powers exercisable by the Trustees.
- 17.2 Subject to the provisions of these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

18. DISQUALIFICATION & REMOVAL OF TRUSTEES

- 18.1 The office of a Trustee will be vacated if:
- 18.1.1 by written notice they resign from office;

- 18.1.2 they are a Nominated Trustee and the Council removes them from office in accordance with article 15.6; or
- 18.1.3 they are an Appointed Trustee and the Trustees pass a resolution to remove them from office on the basis that in their reasonable opinion, their conduct or behaviour is detrimental to the interests of the Trust or otherwise in breach of any code of conduct in place from time to time; or
- 18.1.4 the Members pass a resolution to remove them from office, provided that the Trustee in question has had the opportunity to respond to any proposed removal before the Members' resolution is considered; or
- 18.1.5 they are an Appointed Trustee and they absent themselves from Board meetings during a continuous period of six months without special leave of absence from the Trustees and the Trustees pass a resolution that they have by reason of such absence vacated office; or
- 18.1.6 they are the subject of a written opinion by a registered medical practitioner who is treating that Trustee, addressed to the Trust, stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- 18.1.7 they die; or
- 18.1.8 they are automatically disqualified from being a trustee under section 178 of the Charities Act 2011 as amended from time to time.

19. PROCEEDINGS OF THE TRUSTEES

- 19.1 Subject to Article 19.2 the quorum necessary for the transaction of business of the Trustees is one third of the total number of Trustees in office from time to time, subject to a minimum of two Appointed Trustees and one NCC Trustee. Questions arising at any meeting are decided by a majority of votes. In the case of an equality of votes, the Chair will have a second or casting vote.
- 19.2 Where there is no NCC Trustee who is an Eligible Trustee for any particular item of business the minimum quorum necessary for the transaction of business shall be three Appointed Trustees.
- 19.3 The Trustees will meet at least twice each year.
- 19.4 The Chair or Vice-Chair of the Trustees may, and on the request of two Trustees will, at any time upon reasonable notice call a meeting of the Trustees.
- 19.5 The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the minimum number of Trustees as determined by Article 15, it is lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

20. CHAIR & VICE CHAIR

- 20.1 The Trustees may from time to time appoint and remove an individual as the Chair provided they are not a Nominated Trustee and may appoint and remove an individual as the Vice Chair provided they are a Nominated Trustee.
- 20.2 In each case the Trustees may determine for what period the Chair and Vice Chair are to hold office.
- 20.3 A Chair or a Vice Chair appointed without any determination of the period for which they are to hold office is deemed to have been appointed for a term of three years if and for so long as they remain a Trustee. A retiring Chair and Vice-Chair may be re-appointed.

- 20.4 The Chair is entitled to preside at all Board meetings and General Meetings at which they are present. If there is no Chair or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice Chair will act as Chair of the meeting and if no Vice Chair is appointed or if at any meeting they are unable or unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present will choose one of their number to chair of the meeting.

21. DELEGATION & COMMITTEES

- 21.1 The Trustees may delegate the administration of any of their powers to individual Trustees or to committees including at least one Trustee and any such delegated authority must be used in accordance with any rules that the Trustees impose from time to time.
- 21.2 The Board may appoint any person or people who are not Trustees to serve on the committee, but any such committee must have at least one Trustee on it at all times.
- 21.3 All acts and proceedings taken under such delegated authority must be reported to the Trustees as soon as reasonable.
- 21.4 Any committee will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as the Trustees think fit and the Trustees will determine the quorum necessary for the transaction of business provided always that the quorum will never be less than two members of the body concerned and the quorum will always include a Trustee.

22. COMMUNITY REPRESENTATION GROUP

- 22.1 The Trustees will establish a Community Representation Group comprising individuals from across the City with interests *in* particular aspects of the Trust's activities.
- 22.2 The Trustees will appoint the Chair of the Community Representation Group from amongst the Trustees but no more than a *minority* of Trustees will be appointed to the Community Representation Group.
- 22.3 The Trustees will ensure that all other members of the Community Representation Group reside in the *City* or surrounding areas, or represent the interests of a particular group of residents in the City, and are appointed by the Board following a transparent selection process.
- 22.4 The Trustees may set out such other rules on the composition, conduct and administration of the Community Representation Group as it deems necessary from time to time.

23. ELECTRONIC PARTICIPATION

- 23.1 Any of the Trustees can take part *in* a Board meeting and any *committee* member can take part in a committee meeting by way of:
- 23.1.1 electronic conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
- 23.1.2 a series of electronic conferences or telephone calls from the Chair.
- 23.2 Taking part in this way is treated as being present at the meeting. A meeting which takes place by a series of electronic conferences or telephone calls from the Chair is treated as taking place where the Chair is. Otherwise, meetings are treated as taking place where the largest group of the participants are unless the Trustees decide otherwise.

24. VALIDITY OF ACTIONS

- 24.1 All acts bona fide done by any meeting of the Trustees, or of any *committee*, or by any person acting as a Trustee, will notwithstanding it be afterwards discovered that there was some defect *in* the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them

were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

25. MINUTES

25.1 The Trustees will cause proper minutes to be made of:

25.1.1 all appointments of officers made by the Trustees;

25.1.2 the names of Trustees present at each meeting of the Trustees and of any committee; and

25.1.3 all resolutions and proceedings at all meetings of the Trust and of the Trustees and of committees.

25.2 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, is sufficient evidence without further proof of the facts stated in such minutes.

26. WRITTEN RESOLUTIONS OF THE TRUSTEES

26.1 A resolution of the Trustees may be taken in writing agreed to by all of the Eligible Trustees for the time being (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Board meeting). The resolution may consist of more than one document in like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Trustee may indicate their agreement to a resolution in Electronic Form.

26.2 A resolution of a committee may be taken in writing agreed by all of the committee members for the time being where such a resolution has been proposed by the Chair of that committee. The resolution may consist of more than one document in like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a committee member may indicate their agreement to a resolution in Electronic Form.

27. SECRETARY

A Secretary may be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.

28. EXECUTION OF DOCUMENTS

Documents must be executed for and on behalf of the Trust in accordance with the Act.

29. HONORARY OFFICERS

The Trustees may, at any time and from time to time, appoint any person to be president, a vice-president or a patron of the Trust. Such offices are honorary offices, carrying no executive duties or responsibilities and no voting powers.

30. ACCOUNTS

Accounts and records must be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Trust, carrying on activities of the nature carried on by the Trust.

31. ANNUAL REPORTS

- 31.1 The Trustees will comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual report and its transmission to the Charity Commission.
- 31.2 The Trustees will prepare a plain English and accessible annual report to the public reporting on its activities and achievements in the previous financial year, and its intended activities for the forthcoming year within two months of the end of each financial year and shall make the public annual report available via its website.

32. ANNUAL RETURN

The Trustees will comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual return and its transmission to the Charity Commission.

33. NOTICES

- 33.1 Subject to these Articles, anything sent *or* supplied by *or* to the Trust under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by *or* to the Trust.
- 33.2 The only address at which a Member is entitled to receive notices is the address shown in the Register *or* an electronic address provided for that purpose.
- 33.3 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.
- 33.4 A Trustee may agree with the Trust that notices *or* documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 33.5 Where a document *or* information is sent or supplied by the Trust by post, service or delivery is deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it is sufficient to prove that such cover was properly addressed and posted.
- 33.6 Where a document or information is sent or supplied by the Trust in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery is deemed to be effected on the same day on which it is sent or supplied and proving such service it is sufficient to prove that it was properly addressed.
- 33.7 Where a document or information is sent or supplied by the Trust by means of a website, service or delivery is deemed to be effected when:
- 33.7.1 the material is first made available on the website; *or*
- 33.7.2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 33.8 A Member, *or* Trustee, present at any meeting, is deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 33.9 In proving that any notice, document or other information was properly addressed, it is sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

34. INDEMNITY AND INSURANCE

- 34.1 Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled, every Trustee or other officer shall be indemnified out of the assets of the Trust against all costs and liabilities incurred by them in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in their favour, or they are acquitted, or relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.
- 34.2 To the extent permitted by law from time to time, the Trust may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Trust, provided that they must be obliged to repay such amounts no later than:
- 34.2.1 if they are convicted in proceedings, the date when the conviction becomes final; or
 - 34.2.2 if judgement is given against them in proceedings, the date when the judgement becomes final; or
 - 34.2.3 if the court refuses to grant them relief on any application under the Act, the date when refusal becomes final.
- 34.3 Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Trust for the benefit of any Trustee, or other officer, of the Trust against any liability which may attach to them, or loss or expenditure which they may incur in relation to anything done ~~or~~ alleged to have been done or omitted to be done as a Trustee or other officer.

35. ALTERATIONS TO THESE ARTICLES

- 35.1 No alterations to these Articles may be made which would cause the Trust to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a General Meeting of the Members or by a written special resolution of the Members.
- 35.2 Alterations may only be made to:
- 35.2.1 the Objects; or
 - 35.2.2 to any clause in these Articles which directs the application of property on dissolution; or
 - 35.2.3 to any clause in these Articles which provides the Trustees (or any one of them) or a Connected Person with any benefit,
- with the Charity Commission's prior written consent where this is required by law.
- 35.3 No alteration shall be made by the Members to Articles 9.1, 9.7, 15.1 to 15.6, 16.6, 18.1.2, 20.1, 35.3, and 37, the definition of "Nominated Trustee" and the definition of "the Council", without the Council's prior written consent.
- 35.4 The Trust will inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles issued must contain such alterations.
- 35.5 The Trustees will consider whether the consent of any other third party is required before any proposal is put to the Members to alter the Articles.

36. DISSOLUTION

- 36.1 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 will not be paid to, or distributed among, the Members (except where a Member is also a charity with similar objects) but must be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which will 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 6. Such charitable institution or institutions must be determined by the Members, at or before the time of dissolution, or in default by the Charity Commission. If and in so far as effect cannot be given to such provision then, such property must be given to some other charitable object.

37. AVOIDING INFLUENCED COMPANY STATUS

- 37.1 Notwithstanding the number of Members from time to time, the maximum aggregate number of votes exercisable by Local Authority Associated Persons will never exceed 19.9% of the total number of votes exercisable by Members in general meeting or by written resolution and the votes of the other Members having a right to vote at the meeting or by written resolution will be increased on a pro-rata basis.
- 37.2 No person who is a Local Authority Associated Person may be nominated or appointed as a Trustee if, once the nomination or appointment had taken effect, the number of Trustees who are Local Authority Associated Persons would represent 20% or more of the total number of Trustees. Upon any resolution (whether at a meeting or in writing) put to the Trustees, the maximum aggregate number of votes exercisable by any Trustees who are Local Authority Associated Persons will represent a maximum of 19.9% of the total number of votes cast by the Trustees on such a resolution and the votes of the other Trustees having a right to vote at the meeting will be increased on a pro-rata basis.
- 37.3 No person who is a Local Authority Associated Person is eligible to be nominated or appointed to the office of Trustee unless their nomination or appointment to such office is authorised by the local authority to which they are associated.
- 37.4 If at the time of either their becoming the authorised representative of a Member of the Trust or their first nomination or appointment to office as a Trustee any authorised representative of a Member or Trustee was not a Local Authority Associated Person but later becomes so during their appointment as an authorised representative of a Member or tenure as a Trustee they are deemed to have immediately resigned their position and/or resigned from their office as a Trustee as the case may be.
- 37.5 If at any time the number of Trustees or authorised representatives of Members who are also Local Authority Associated Persons would (but for this Article 37) represent 20% or more of the total number of Trustees or authorised representatives of Members (as the case may be) then a sufficient number of the Trustees or authorised representatives of Members (as the case may be) who are Local Authority Associated Persons is deemed to have resigned as Trustees or authorised representatives of Members (as the case may be) immediately before the occurrence of such an event to ensure that at all times the number of such Trustees or authorised representatives of Members (as the case may be) is never equal to or greater than 20% of the total number of Trustees or authorised representatives of Members (as the case may be). Trustees or authorised representatives of Members (as the case may be) who are Local Authority Associated Persons is deemed to have resigned in order of their nomination or appointment date the most recently nominated or appointed resigning first.
- 37.6 A Member **will** notify the Trust and the other Members if at any time it believes that the Trust or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act) 1989.