

DATED

8 September

2021

WEST MIDLANDS POLICE BENEVOLENT FUND

(Registered Company No: 03179216)

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

HIGGS & SONS SOLICITORS

3 Waterfront Business Park

Brierley Hill

West Midlands

DY5 1LX

Ref: KMM/EJEW/cp/542907/1

ARTICLES OF ASSOCIATION

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1. **Objects**

1.1 The **Objects** of the **Charity** are for the public benefit:

1.1.1 the prevention or relief of poverty, suffering, distress or financial hardship amongst the **Beneficiaries**, in particular but not exclusively by providing such financial assistance and support to those individuals in such ways as the **Trustees** see fit from time to time; and

1.1.2 the advancement of such charitable purposes (according to the law of England and Wales) in connection with policing as the Trustees see fit from time to time.

1.2 This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**.

2. **Powers**

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

2.1 to provide advice or information;

2.2 to carry out research;

2.3 to co-operate with other bodies;

2.4 to support, administer or set up other charities;

2.5 to acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;

2.6 to convert to a charitable incorporated organisation;

2.7 to accept gifts and to raise funds (but not by means of **taxable trading**);

2.8 to borrow money;

2.9 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);

2.10 to acquire or hire property of any kind;

- 2.11** to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.12** to set aside funds for special purposes or as reserves against future expenditure;
- 2.13** 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);
- 2.14** to delegate the management of investments to a financial expert, but only on terms that:
 - 2.14.1** the investment policy is set down **in writing** for the financial expert by the Trustees;
 - 2.14.2** timely reports of all transactions are provided to the Trustees;
 - 2.14.3** the performance of the investments is reviewed regularly with the Trustees;
 - 2.14.4** the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.14.5** the investment policy and the delegation arrangement are reviewed at least once a year;
 - 2.14.6** 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
 - 2.14.7** the financial expert must not do anything outside the powers of the Charity;
- 2.15** 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;
- 2.16** 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;
- 2.17** to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.18** subject to Article 8 to employ paid or unpaid agents, staff or advisers;
- 2.19** to enter into contracts to provide services to or on behalf of other bodies;
- 2.20** to establish or acquire subsidiary companies;
- 2.21** to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1** The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2** Trustees are elected by the Members or co-opted by the Trustees.
- 3.3** The Trustees when complete consist of at least three individuals over the age of 18, all of whom must support the Objects.
- 3.4** A Trustee may not act as a Trustee:
- 3.4.1** unless he/she is a Member;
 - 3.4.2** unless he/she has signed a written declaration of willingness to act as a charity trustee of the Charity; and
 - 3.4.3** if he/she would be disqualified from acting under provisions of Article 3.12.

Appointed Trustees

- 3.5** The Members may appoint a person who is willing to be a Trustee and is eligible under Articles 3.3 and 3.4.
- 3.6** No person may be appointed a Trustee at a general meeting unless they are approved by the Trustees in accordance with these Articles or the Rules in effect from time to time.

Co-opted Trustees

- 3.7** The Trustees may at any time co-opt any individual who is eligible under Articles 3.3 and 3.4 as a Trustee to fill a vacancy in their number or as an additional Trustee.
- 3.8** Co-opted Trustees shall retire at the next AGM following their appointment but shall be eligible for co-option for a further one year only until the next AGM after their re-appointment as a Co-Opted Trustee.

Terms of Office

- 3.9** Other than a Co-Opted Trustees, a Trustee shall be appointed for a term of office of five years.
- 3.10** In respect of those Trustees in office on the date of adoption of these Articles, the initial term of office for each Trustee will be five years from the date of their initial appointment. Subsequent terms, whether they follow continuously on from a previous term served or not, will be subject to the limits in Articles 3.9 and 3.11.

Reappointment

3.11 A retiring Appointed Trustee who is eligible under Articles 3.3 and 3.4 may be reappointed, provided that no Trustee shall serve for more than three consecutive terms, unless:

3.11.1 the retiring Trustee has a period of absence of at least one calendar year; or

3.11.2 the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve without the period of absence referred to in Article 3.11.1;

and in either case, the retiring Trustee may be reappointed for a further term of office of five years.

3.12 A Trustee's term of office as such automatically terminates if he/she:

3.12.1 is disqualified under the Charities Act from acting as a charity trustee;

3.12.2 is incapable, whether mentally or physically, of managing his/her own affairs;

3.12.3 is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

3.12.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);

3.12.5 in light of conduct deemed to be prejudicial to the Charity, is removed by the Trustees on a vote passed by at least 75% of the other Trustees. Provided that the views of the Trustee in question have been invited and any such views have been considered at the meeting;

3.12.6 is required to retire on a resolution approved by two-thirds of all the other Trustees.

3.12.7 is removed by the Members at a general meeting under the Companies Act; or

3.12.8 ceases to be a Member of the Charity.

3.13 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

3.14 For the avoidance of doubt, the Trustees in office at the date of adoption of these Articles continue in office subject to the provisions in these Articles.

3.15 The appointment of Trustees shall be conducted in accordance with such procedures as may be specified by the Trustees from time to time.

3.16 The Trustees may act regardless of any vacancy in their body, but only for the purposes of increasing their number, or of summoning a general meeting of the Charity, but for no other purpose.

4. **Trustees' Proceedings**

- 4.1** The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 4.2** The Trustees must hold at least two meetings each year.
- 4.3** No decision may be made by a meeting of the Trustees unless a quorum is present at the time when the decision is made. A quorum at a meeting of the Trustees is at least three or one third of the Trustees (if greater).
- 4.4** A meeting of the Trustees may be held in such a way as may be agreed by the Trustees, provided all participants may Communicate with all the other participants simultaneously. This may include:
- 4.4.1** physical meetings where all participants are present in the same room;
 - 4.4.2** virtual meetings where all participants access the meeting Virtually;
 - 4.4.3** hybrid meetings where some participants attend physically and some attend Virtually;
 - 4.4.4** satellite meetings where there are two or more physical venues linked Virtually and all participants are physically with at least one other participant.
- 4.5** Where a Trustees' meeting is being held Virtually (whether fully Virtually or partly Virtually) and there is a failure in the technology such that one or more participants is unable to Communicate with the other participants, those participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to Communicate is not re-established within 10 minutes, the Trustees must adjourn the meeting. If the meeting is still quorate, the Trustees may either continue the meeting or adjourn it.
- 4.6** The **Chair** or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.7** Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed 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.
- 4.8** Every Trustee has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote.
- 4.9** A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 4.10** For the purposes of this Article 4, 'present' includes Trustees who are participating in the meeting by any of the means permitted by Article 4.4.

5. **The Chair and Vice-Chair**

5.1 The Chair and Vice-Chair:

5.1.1 shall be appointed independently and the term of each office may commence and end at different times; and

5.1.2 shall be appointed for a maximum term of office of five years from the date of appointment.

5.2 A retiring Chair or Vice-Chair who is eligible under Articles 3.3 and 3.4 may be reappointed, provided that they shall not serve for more than three consecutive terms, unless:

5.2.1 the retiring Chair or Vice-Chair has a period of absence of at least one calendar year; or

5.2.2 the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve as Chair or Vice-Chair without the period of absence referred to in Article 5.2.1;

and in either case, the retiring Chair or Vice-Chair may be re-appointed for a further term of office of five years.

5.3 The Vice Chair shall not automatically succeed an outgoing Chair and any Trustee shall be eligible for the position of Chair.

6. **Trustees' Powers**

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

6.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.

6.2 To appoint a Chair, a Treasurer and other honorary officers from among their number.

6.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees. Unless the terms of the delegation provide otherwise, Articles 4.4 and 4.5 shall apply to committee meetings as if the references to Trustees and Trustees' meetings in those Articles were to committee members and committee meetings.

6.4 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.

6.5 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.

6.6 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).

6.7 To establish procedures to assist the resolution of disputes or differences within the Charity.

6.8 To exercise any powers of the Charity which are not reserved to the Members.

7. Validity of Trustees' Decisions

7.1 Subject to Article 7.2 all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

7.1.1 who was disqualified from holding office;

7.1.2 who had previously retired or who had been obligated by the Articles to vacate office;

7.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise, if without:

(a) the vote of that Trustee, and

(b) that Trustee being counted in the quorum;

(c) the decision has been made by a majority of the Trustees at a quorate meeting.

7.2 Article 7.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for Article 7.1, the resolution would have been void, or if the Trustee has not complied with Article 8.4.

8. Benefits and Conflicts

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

8.1.1 Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and, subject to compliance with Article 8.4:

(a) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

(b) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

(c) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other **Beneficiaries**.

- 8.2** A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
- 8.2.1** as mentioned in Articles 8.1 or 8.3;
 - 8.2.2** reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 8.2.3** the benefit of **indemnity insurance** as permitted by the Charities Act;
 - 8.2.4** an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 8.2.5** a company of which a Trustee is a member holding not more than 1/100th part of the capital of that company may receive fees, remuneration or other benefit in money or money's worth; and
 - 8.2.6** in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and, where required by the Companies Act, the approval or affirmation of the Members).
- 8.3** No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.2.6, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
- 8.3.1** 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;
 - 8.3.2** the nature and level of the remuneration 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 8.4; and
 - 8.3.3** no more than half of the Trustees are subject to such a contract in any financial year.
- 8.4** Subject to Clause 8.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- 8.4.1** declare the nature and extent of his or her interest before discussion begins on the matter;
 - 8.4.2** withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 8.4.3** not be counted in the quorum for that part of the meeting; and
 - 8.4.4** be absent during the vote and have no vote on the matter.
- 8.5** 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:

- 8.5.1** continue to participate in discussions leading to the making of a decision and/or to vote; or
 - 8.5.2** disclose to a third party information confidential to the Charity; or
 - 8.5.3** 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
 - 8.5.4** refrain from taking any step required to remove the conflict.
- 8.6** 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.

9. Records and Accounts

9.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act 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:

- 9.1.1** annual returns;
- 9.1.2** annual reports; and
- 9.1.3** annual statements of account; and
- 9.1.4** notifying of any changes required to the Charity's entry on the Register of Charities or the Register of Companies.

9.2 The Trustees must also keep records of:

- 9.2.1** appointment of officers made by the Trustees;
- 9.2.2** all resolutions in writing;
- 9.2.3** all reports of committees;
- 9.2.4** all professional advice obtained; and
- 9.2.5** meetings of the Trustees, committees of Trustees and Members including:
 - (a) the names of those present at the meeting;
 - (b) the decisions made at the meetings; and
 - (c) where appropriate the reasons for the decisions.

9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

9.4 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 to any other person who makes a written request and pays the Charity's reasonable costs.

10. Membership

10.1 At the date of the adoption of these Articles, all existing Members of the Charity (as are registered in the register of Members of the Charity) shall continue as Members until their membership is next due for renewal.

10.2 The Charity must maintain a register of Members.

10.3 Membership of the Charity is open to any person interested in promoting the Objects who:

10.3.1 is a Member (as more particularly defined in the Rules);

10.3.2 consents in writing to becoming a Member, and to be bound by the provisions of these Articles and any applicable Rules, by completing an application to become a Member in a form to be prescribed by the Trustees;

10.3.3 is approved by the Trustees; and

10.3.4 pays such annual membership subscription as is set by the Trustees.

10.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

10.5 The Trustees may in their absolute discretion accept or decline any application for membership and need not give reasons for doing so.

10.6 Membership is not transferable.

10.7 The Trustees may establish different classes of membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members and any Rules in effect from time to time, but shall not be obliged to accept any person fulfilling those criteria as a Member.

11. Informal (Non-Voting) Membership

11.1 The Trustees may create other classes of non-voting membership, and may determine the rights and obligations of any such Members (including payment of membership fees), and the conditions for admission to, and termination of membership of, any such class of Members.

11.2 Other references to "Members" and "membership" do not apply to non-voting Members, and non-voting Members do not qualify as Members for any purpose under the Charities Act 2011 or the Companies Act 2006.

12. **Termination of Membership**

12.1 Membership is terminated if the Member concerned:

- 12.1.1 resigns by giving notice to the Charity in writing, unless the resignation would cause there to be less than three Members;
- 12.1.2 dies;
- 12.1.3 any sum due from the Member to the Charity is not paid in full within two calendar months of it falling due and the Charity notifies the Members in writing of the termination of their membership;
- 12.1.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion it is in the best interests of the Charity that the membership is terminated. The Trustees may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice;
- 12.1.5 breaches any of the Rules, following which the Trustees may, in their absolute discretion, follow the procedures set out in the Rules and resolve to expel that Member.

13. **General Meetings**

13.1 Members are entitled to attend general meetings in person (which may be physically or, where applicable, Virtually) or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).

13.2 The Charity shall not be required to hold an AGM in any year.

13.3 Members must annually:

- 13.3.1 receive the accounts of the Charity for the previous **financial year**;
- 13.3.2 receive a written report on the Charity's activities;
- 13.3.3 be informed of the retirement of those Trustees who wish to retire;
- 13.3.4 elect Trustees to fill the vacancies arising; and
- 13.3.5 appoint reporting accountants or auditors for the Charity.

13.4 Members may also from time to time:

- 13.4.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
- 13.4.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

13.5 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from:

13.5.1 one or more Trustees (being Members); or

13.5.2 at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

14. Notice of General Meetings

14.1 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

14.2 A general meeting may be called by a shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

14.3 The notice shall specify the date, time and place of the meeting and, if applicable, the arrangements for accessing the meeting Virtually, and the general nature of the business to be transacted. It shall also include a statement pursuant to the Companies Act setting out the right of Members to appoint proxies.

14.4 The notice shall be given to:

14.4.1 each Member;

14.4.2 each Trustee; and

14.4.3 the auditor for the time being of the Charity.

14.5 The proceedings at a meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

15. Proceedings at General Meetings

15.1 Every general meeting of the Charity shall have a chair:

15.1.1 the Chair of Trustees shall chair general meetings of the Charity; or

15.1.2 if the Chair of Trustees is not present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

15.1.3 if there is only one Trustee present and willing to act, that Trustee shall chair the meeting.

15.1.4 if no Trustee is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.

15.2 No business shall be transacted at any general meeting unless a quorum is present.

15.3 A quorum is ten Members who are present in person (physically or, where applicable, Virtually) or by proxy and who are entitled to vote on the business to be conducted at the meeting.

15.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present (including where technological issues mean that one or more of those attending Virtually is no longer able to participate fully in the meeting and this reduces the number of Members who are able to Communicate and vote below the quorum), the meeting shall be adjourned until such other date, time and place as the Trustees shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person (physically or, where applicable, Virtually) or by proxy and entitled to vote shall be a quorum.

15.5 The Chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The Chair shall specify either that the meeting:

15.5.1 is to be adjourned to a particular date, time and place; or

15.5.2 shall be adjourned to a date, time and place to be appointed by the Trustees;

and shall have regard to any directions as to date, time and place which have been given by the meeting.

15.6 If the meeting is adjourned until more than fourteen days after the date on which it was adjourned, the Charity shall give at least seven clear days' notice of it to the same persons to whom notice of the Charity's general meetings is required to be given and containing the same information which such notice is required to contain.

15.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

16. Voting at General Meetings

16.1 A vote on a resolution proposed at a general meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

16.2 On a show of hands or on a poll, every Member shall have one vote.

16.3 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the Chair of the meeting whose decision is final.

- 16.4** Unless a poll is demanded, the declaration of the Chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.
- 16.5** A poll may be demanded by:
- 16.5.1** the Chair of the meeting;
 - 16.5.2** the Trustees;
 - 16.5.3** two or more persons having the right to vote on the resolution; or
 - 16.5.4** a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 16.6** A demand for a poll may be withdrawn if:
- 16.6.1** the poll has not yet been taken, and
 - 16.6.2** the Chair of the meeting consents to the withdrawal.
- 16.7** A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 16.8** Otherwise, a poll demanded must be taken either immediately or at such time and place as the Chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.9** The poll shall be conducted in such manner as the Chair directs and the Chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.10** If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.
- 16.11** Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 16.12** A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.
- 17. Proxies**
- 17.1** A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Charity.

- 17.2** Proxies may only be validly appointed by a notice in writing (a proxy notice) which:
- 17.2.1** states the name and address of the Member appointing the proxy;
 - 17.2.2** identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 17.2.3** is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 17.2.4** is delivered to the Charity in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.
- 17.3** A proxy notice which is not delivered in such manner shall be invalid unless the Trustees, in their discretion, accept the notice at any time before the meeting.
- 17.4** The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 17.5** Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 17.6** Unless a proxy notice indicates otherwise, it must be treated as:
- 17.6.1** allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 17.6.2** appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as the meeting itself.
- 17.7** A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 17.8** An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 17.9** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 17.10** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

18. Written Resolutions

- 18.1** Subject to Article 18.4, a written resolution of the Members passed in accordance with this Article 18 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 18.1.1** as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 18.1.2** as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 18.2** Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 18.3** Any resolution of the Members for which the Companies Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 18.4** A Members' resolution under the Companies Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 18.5** A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 18.6** A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 18.6.1** if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - 18.6.2** if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 18.7** A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 18.8** A proposed written resolution shall lapse if it is not passed within 28 days beginning with the circulation date.

18.9 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Companies Act.

19. Limited Liability

The liability of Members is limited.

20. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

20.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

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

20.3 the adjustment of rights of contributors among themselves.

21. Indemnity

21.1 The Charity shall indemnify a relevant Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

21.2 In this article a “relevant Trustee” means any Trustee or former Trustee of the Charity.

22. Communications

22.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

22.1.1 by hand;

22.1.2 by post;

22.1.3 by suitable electronic means (where specific consent has been received from the Member or Trustee); or

22.1.4 through publication in the Charity’s newsletter or on the Charity’s website.

22.2 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.

22.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

22.3.1 24 hours after being sent by electronic means, posted on the Charity’s website or delivered by hand to the relevant address;

- 22.3.2** two clear days after being sent by first class post to that address;
 - 22.3.3** three clear days after being sent by second class or overseas post to that address;
 - 22.3.4** immediately on being handed to the recipient personally; or, if earlier,
 - 22.3.5** as soon as the recipient acknowledges actual receipt.
- 22.4** A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

23. Rules

23.1 The Trustees may from time to time make such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing the classes of and conditions of membership and in particular but without prejudice to the generality of the foregoing, they shall by such Rules regulate:

- 23.1.1** the admission and classification of Members of the Charity and the rights and privileges of such Members and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
- 23.1.2** the conduct of Members of the Charity in relation to one another and to the Charity's servants;
- 23.1.3** the procedure at General Meetings and meetings of the Trustees and Committees of the Charity in so far as such procedure is not regulated by these Articles;
- 23.1.4** the eligibility of Members, past Members, their relations and dependants to receive benefits or grants from the Charity;
- 23.1.5** the appointment of the Trustees;
- 23.1.6** the investment, sale or realisation of the funds of the Charity; and
- 23.1.7** generally, all such matters as are commonly the subject matter of the Rules.

23.2 The Trustees shall have power to alter or repeal the Rules and to make additions thereto and the Trustees shall adopt such means as they deem sufficient to bring to the notice of Members of the Charity all such Rules which so long as they shall be in force, shall be binding on all Members of the Charity. Provided, nevertheless, that no rule shall be inconsistent with, or shall effect or repeal anything contained in the Articles.

24. Dissolution

24.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- 24.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 24.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - 24.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 24.2 A final report and statement of account must be sent to the Commission.
- 24.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

25. Interpretation

- 25.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 25.2 In the Articles, unless the context indicates another meaning:
- 25.2.1 **'AGM'** means an annual general meeting of the Charity;
 - 25.2.2 **'the Articles'** means the Charity's Articles of Association and 'Article' refers to a particular Article;
 - 25.2.3 **'Beneficiaries'** means a serving or retired Police Officer or serving or retired employee of the West Midlands Police or another Qualifying Police Organisation and their Dependents and ex-dependents (as more particularly defined in the Rules);
 - 25.2.4 **'Chair'** means the chair of the Trustees;
 - 25.2.5 **'the Charity'** means the company governed by the Articles;
 - 25.2.6 **'the Charities Act'** means the Charities Acts 1992 to 2006;
 - 25.2.7 **'charity trustee'** has the meaning prescribed by the Charities Act;
 - 25.2.8 **'clear day'** does not include the day on which notice is given or the day of the meeting or other event;
 - 25.2.9 **'the Commission'** means the Charity Commission for England and Wales or any body which replaces it;
 - 25.2.10 **'Communicate'** includes both incoming and outgoing communication, whether verbal, in writing or otherwise;
 - 25.2.11 **'the Companies Act'** means the Companies Acts 1985 to 2006;
 - 25.2.12 **'Conflicted Trustee'** means 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;

- 25.2.13** **‘Connected Person’** means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;
- 25.2.14** **‘constitution’** means the Articles and any special resolutions relating to them;
- 25.2.15** **‘custodian’** means a person or body who undertakes safe custody of assets or of documents or records relating to them;
- 25.2.16** **‘electronic means’** refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
- 25.2.17** **‘financial expert’** means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 25.2.18** **‘financial year’** means the Charity’s financial year;
- 25.2.19** **‘firm’** includes a limited liability partnership;
- 25.2.20** **‘indemnity insurance’** has the meaning prescribed by the Charities Act;
- 25.2.21** **‘material benefit’** means a benefit, direct or indirect, which may not be financial but has a monetary value;
- 25.2.22** **‘Member’** and **‘Membership’** refer to company Membership of the Charity;
- 25.2.23** **‘month’** means calendar month;
- 25.2.24** **‘nominee company’** means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
- 25.2.25** **‘ordinary resolution’** means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;
- 25.2.26** **‘the Objects’** means the Objects of the Charity as defined in Article 1;

- 25.2.27** **'Resolution in writing'** means a written resolution of the Trustees;
- 25.2.28** **'Rules'** means any Rules made from time to time pursuant to Article 23; **'Secretary'** means a company secretary;
- 25.2.29** **'special resolution'** means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;
- 25.2.30** **'taxable trading'** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
- 25.2.31** **'Trustee'** means a director of the Charity and 'Trustees' means the directors;
- 25.2.32** **'Virtually'** means by telephone link, video link, or other technology enabling all participants to Communicate with one another in real time without being physically present in the same place;
- 25.2.33** **'written'** or **'in writing'** refers to a legible document on paper or a document or communication sent by electronic means;
- 25.2.34** **'written resolution'** refers to an ordinary or a special resolution which is in writing;
- 25.2.35** **'year'** means calendar year.
- 25.3** Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 25.4** 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.