

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

**ARTICLES OF ASSOCIATION  
OF  
AGE CONCERN NORFOLK**

**COMPANY NO: 03783205**

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**INTERPRETATION**

**1. Defined terms**

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

**OBJECT AND POWERS**

**2. Object**

- 2.1 The object for which the Charity is established is:

To promote the relief of older people in any manner which now or hereafter may be deemed by law to be charitable in and around the county of Norfolk.

**3. Powers**

- 3.1 To further its object the Charity may:

- 3.1.1 encourage, promote, and organise direct services appropriate to the needs of individual elderly people or groups of elderly people, whether directly or by way of contracted services commissioned by other appropriate bodies, and if thought fit to make reasonable charges for any services provided hereunder;
- 3.1.2 provide and assist in the provision of money, materials, or other help;
- 3.1.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures, and other educational activities;
- 3.1.4 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, and instructional matter on any medium;
- 3.1.5 promote, encourage, carry out or commission research, surveys, studies, or other work, making the useful results available;
- 3.1.6 provide or procure the provision of counselling and guidance;
- 3.1.7 provide or procure the provision of advice;
- 3.1.8 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies,

legislation, and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

- 3.1.9 supporting and maintaining consultative and campaigning forums in furtherance of the object, provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.11 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter, and equip any buildings or facilities;
- 3.1.12 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.1.13 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.14 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.15 invest the Charity's money not immediately required for its object in or upon any investments, securities, or property;
- 3.1.16 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.17 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.18 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue, or execute promissory notes, bills of exchange, cheques, and other instruments;
- 3.1.19 accept (or disclaim) gifts of money and any other property;
- 3.1.20 raise funds by way of subscription, donation or otherwise;
- 3.1.21 trade in the course of carrying out the object of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.22 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.23 subject to Article 4 (Limitation on private benefits):
  - (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

- 3.1.24 establish and support or aid in the establishment and support of any other organisations and subscribe, lend, or guarantee money or property for charitable purposes;
- 3.1.25 become a member, associate, or affiliate of or act as trustee or appoint Trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's object);
- 3.1.26 undertake and execute charitable trusts;
- 3.1.27 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.1.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities, and engagements of any body;
- 3.1.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.30 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.1.31 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.32 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity Trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.1.33 do all such other lawful things as may further the Charity's object.

## **LIMITATION ON PRIVATE BENEFITS**

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

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of the object.

### **5. Permitted benefits to members, Trustees and Connected persons**

- 5.1 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity unless the payment is permitted by Articles 5.3 and 6.
- 5.2 No Trustee may:
  - 5.2.1 sell goods, services, or any interest in land to the Charity;
  - 5.2.2 be employed by, or receive any remuneration from, the Charity; or

5.2.3 receive any other financial benefit from the Charity;

unless the payment is permitted by Articles 5.3 or 6 or authorised by the court or the Charity Commission. In this Article 5 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

5.3 A Trustee may receive the following benefits from the Charity:

5.3.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;

5.3.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity;

5.3.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision and Article 6 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

5.3.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;

5.3.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity;

5.3.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.32; and

5.3.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 5.3.4, Article 23 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

## 6. **Subsidiary Companies**

6.1 A Trustee may receive the following benefits from any Subsidiary Company:

6.1.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company;

6.1.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;

- 6.1.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to a Subsidiary Company, with the approval of the Trustees, (excluding, in the case of a Trustee, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 5.3.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
  - 6.1.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
  - 6.1.5 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
  - 6.1.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
  - 6.1.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;
- provided that the affected Trustee may not take part in any decision of the Trustees to approve a specific benefit to that Trustee or a person Connected to them under Articles 5.3 or 6.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **7. Liability of members**

- 7.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:
  - 7.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member;
  - 7.1.2 payment of the costs, charges, and expenses of winding up; and
  - 7.1.3 adjustment of the rights of the contributories among themselves.

### **8. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## TRUSTEES POWERS AND RESPONSIBILITIES

### 9. Trustees' general authority

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

### 10. Trustees may delegate

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee, such as (but not limited to), a finance committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions; as they think fit.

10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.5 The Trustees may revoke any delegation in whole or part or alter its terms and conditions.

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

### 11. Committees

11.1 In the case of delegation to committees:

11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

11.1.2 the composition of any committee shall be entirely at the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

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

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

12.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

12.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy, and budget;

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

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

## **13. Delegation of investment management**

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

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

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

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

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

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

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

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

## **14. Power to change name of Charity**

14.1 Subject to any requirement to obtain third party consent under a licensing agreement, the Trustees may change the name of the Charity at any time by:

14.1.1 majority decision of at least three-quarters of the Trustees present and voting at a meeting; or

14.1.2 majority decision of at least three-quarters of all the Trustees taken following the procedure in Article 20.

## **DECISION-MAKING BY TRUSTEES**

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

15.1 Subject to Article 14, any decision of the Trustees must be either:

15.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or

15.1.2 a decision taken in accordance with Article 20.

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

16.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.

16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

16.2.1 all the Trustees agree; or

16.2.2 urgent circumstances require shorter notice.

16.3 In deciding on the date and time of any Trustees' meeting, the Trustees calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.

16.4 Notice of Trustees' meetings must be given to each Trustee.

16.5 Every notice calling a Trustees' meeting must specify:

16.5.1 the place, day, and time of the meeting;

16.5.2 the general nature of the business to be considered at such meeting; and

16.5.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

16.6 Article 42 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for this purpose.

## **17. Participation in Trustees' meetings**

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

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

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

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

17.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **18. Quorum for Trustees' meetings**

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

18.2 The quorum for a Trustees meeting is three.

18.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

## **19. Chairing of Trustees' meetings**

19.1 The Chair, if any, or in his or her absence the Vice Chair, if any, or in his or her absence, another Trustee nominated by the Trustees present shall preside as Chair of each Trustees' meeting.

## **20. Casting vote**

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

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

## **21. Advisors, observers, President, and Vice Presidents**

21.1 In its discretion, the Trustees may from time to time invite persons to attend and participate in meetings of the Trustees as advisors or observers, provided that such persons shall not be entitled to vote.

21.2 The Trustees may appoint and remove any individuals as the President and Vice-Presidents of the Charity on such terms as they think fit. Persons appointed as a President or Vice- President of the Charity may be invited to attend and participate in meetings of the Trustees, in the capacity as advisors or observers, provided that such persons are not entitled to vote.

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

- 22.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 24.2, results in them not being entitled to vote.
- 22.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 22.3 A decision which is made in accordance with this Article 22 shall be as valid and effective as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 22.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers, if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
  - 22.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 22.3;
  - 22.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
  - 22.3.4 the Recipient must prepare a minute of the decision in accordance with Article 49 (Minutes).

## **23. Conflicts of interest**

- 23.1 Unless Article 23.2 applies, a Trustee must declare the nature and extent of:
- 23.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
  - 23.1.2 any duty or any direct or indirect interest which he or she has that conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 23.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

## **24. Participation in decision-making**

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

be determined by a majority decision of the other Trustees taking part in the decision-making process.

24.2 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

24.2.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 5.3.1) and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.32;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 5.3.2; or

24.2.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 24.2.3.

24.2.3 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 24.2.3, he or she must:

- 24.2.3.1 take part in the decision-making process only to such extent as in the view of the other Trustees it is necessary to inform the debate;
- 24.2.3.2 not be counted in the quorum for that part of the process; and
- 24.2.3.3 withdraw during the vote and have no vote on the matter.

## **25. Continuing duties to the Charity**

25.1 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

25.1.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

25.1.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment, or position.

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

26.1 The Chief Executive Officer must ensure a register of Trustees' interests is kept.

**27. Validity of Trustee actions**

27.1 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

**28. Trustee's discretion to make further rules**

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

**APPOINTMENT AND RETIREMENT OF TRUSTEES**

**29. Number and composition of Trustees**

29.1 There shall be at least three Trustees in office.

29.2 The Trustees shall comprise up to twelve Trustees appointed under Article 30 (three of whom shall be appointed as Honorary Officers under Article 31).

**30. Appointment and retirement of Trustees**

30.1 Subject to Article 30.2, any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 34, may be appointed to be a Trustee by a decision of the Trustees.

30.2 When appointing Trustees, the Trustees must ensure that they take into account to the extent that it is practicable to do so:

30.2.1 the Charity's equal opportunities policy, as amended from time to time; and

30.2.2 the need for a balance of skills and experience on the Board of Trustees.

30.3 Trustees shall be appointed for a period of three years, the Term.

30.4 Trustees shall retire from office at the end of their Term.

30.5 If a Trustee has been appointed as an Honorary Officer, and they have not completed their term of office as an Honorary Officer at the time at which they are due to retire under Article 30.4, their Term as a Trustee shall be automatically extended so that they may complete their term as an Honorary Officer, except as set out under clause 30.8.

30.6 Retiring Trustees may be reappointed for a further Term, provided that where a Trustee has served for three consecutive Terms (Maximum Term) , they must take a break from office and may not be reappointed until the anniversary of the commencement of their break, except as set out under clause 30.7.

30.7 The Trustees may, by a resolution of three quarters of the Trustees in office, extend the Maximum Term requirement for a particular Trustee provided that it would be in the Charity's interests to do so and that the reasons for so doing are:

30.7.1 subject to a particularly rigorous review taking into account the need for progressive refreshing of the Board; and

30.7.2 explained in the Trustees' Annual Report.

in accordance with the Charity Governance Code.

30.8 If the retirement of a Trustee under Article 30.4 causes the number of Trustees to fall below that set out in Article 29.1 then the retiring Trustee shall remain in office until a new appointment is made.

### **31. Appointment of Honorary Officers**

31.1 The Board of Trustees shall appoint from amongst their number a Chair, Vice Chair and Treasurer, who shall be the Honorary Officers of the Charity.

31.2 Where it is not possible to recruit an existing Trustee to an Honorary Officer role, for whatever reason, the Board may choose to recruit an individual externally to such role; and upon appointment they shall also become a Trustee.

31.3 A Trustee appointed as an Honorary Officer shall hold office for the duration and terms of his Trusteeship unless sooner removed by the Board.

### **32. Minimum age and employment restrictions**

32.1 No person may be appointed as a Trustee unless he or she:

32.1.1 has reached the age of 18 years; and

32.1.2 is not and has not been employed by the Charity during the preceding 12 month period.

### **33. General**

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

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

34.1 A Trustee shall cease to hold office if:

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

34.1.2 he or she is disqualified under the Charities Act 2011 from acting as a Trustee of a Charity;

34.1.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

- 34.1.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 34.1.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 34.1.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 34.1.7 he or she ceases to be a member of the Charity.

## **PATRONS**

### **35. Patrons**

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

## **MEMBERS**

### **36. Trustees as members**

- 36.1 The Trustees from time to time shall be the only members of the Charity.
- 36.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Charity.
- 36.3 The names of the members of the Charity must be entered in the register of members.

### **37. Termination of membership**

- 37.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 37.2 Membership is not transferable and shall cease on death.

## **DECISION-MAKING BY MEMBERS**

### **38. Members' Meetings**

- 38.1 The Trustees may call a general meeting of the members at any time.

- 38.2 The Annual Review Meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.

## **WRITTEN RESOLUTIONS**

### **39. Written resolutions**

- 39.1 Subject to this Article 39 a written resolution agreed by:
- 39.1.1 members representing a simple majority; or
  - 39.1.2 (in the case of a special resolution) members representing not less than 75% of the total voting rights of eligible members shall be effective.
- 39.2 On a written resolution each member shall have one vote.
- 39.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 39.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

### **40. Circulation**

- 40.1 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 40.2 In relation to a resolution 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.
- 40.3 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 40.4 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

### **41. Signifying agreement**

- 41.1 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 41.1.1 identifying the resolution to which it relates; and
  - 41.1.2 indicating the member's agreement to the resolution.
- 41.2 For the purposes of Article 41:

41.2.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

41.2.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- (a) the identity of the sender is confirmed in a manner specified by the Charity; or
- (b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity.

41.3 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **42. Communications by the Charity methods**

42.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

42.1.1 in Hard Copy Form;

42.1.2 in Electronic Form, or

42.1.3 by making it available on a website.

42.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

42.3 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 which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

### **43. Deemed delivery**

43.1 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

43.2 Where any Document or information is sent or supplied by the Charity to the members:

- 43.2.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 43.2.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 43.2.3 where it is sent or supplied by means of a website, it is deemed to have been received:
  - (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 43.3 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

#### **44. Failed delivery**

- 44.1 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
  - 44.1.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;
  - 44.1.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
  - 44.1.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

#### **45. Exceptions**

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

#### **46. Communications to the Charity**

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

#### **47. Secretary**

47.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit and may be removed by them. If there is no Secretary:

47.1.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

47.1.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

#### **48. Irregularities**

48.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

#### **49. Minutes**

49.1 The Trustees must ensure minutes are made:

49.1.1 of all appointments of officers made by the Trustees;

49.1.2 of all resolutions of the Charity Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

49.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the Chair of the meeting at which the proceedings were had, or by the Chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

#### **50. Records and accounts**

50.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

50.1.1 annual reports;

50.1.2 annual statements of account; and

50.1.3 annual returns or confirmation statements.

**51. Exclusion of model articles**

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

**WINDING UP**

**52.** If the Charity is wound up or dissolved, and after all its debts and liabilities have been satisfied there remains any property, it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other Charity or charities:

52.1 having objects similar to the object of this Charity,

52.2 which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on this Charity by Article 4,

to be chosen by the members of the Charity at or before the time of dissolution, and if that cannot be done, then to some other charitable object.

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:
  - 1.1. **Address** includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by electronic means;
  - 1.2. **Annual Review Meeting** has the purpose as given in Article 38;
  - 1.3. **Articles** the Charity's Articles of Association;
  - 1.4. **Chair** has the meaning given in Article 31;
  - 1.5. **Charity** Age Concern Norfolk
  - 1.6. **Circulation date** in relation to a written resolution, has the meaning given to it in the Companies Acts;
  - 1.7. **Clear days** in relation to the period of a notice, that period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
  - 1.8. **Companies Acts** the Companies Acts (as defined in Section 2 of the Companies Act 2006) in so far as they apply to the Charity;
  - 1.9. **Connected** in relation to a Trustee means any person falling within any of the following categories:
    - 1.9.1. any spouse, civil partner, parent, child, brother, sister, grandparent, or grandchild of the Trustee; or
    - 1.9.2. the spouse or civil partner of any person in (a); or
    - 1.9.3. any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
    - 1.9.4. any company, partnership, or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
  - 1.10. **Document** includes summons, notice, order, or other legal process and includes, unless otherwise specified, any document sent or supplied *in* Electronic Form;
  - 1.11. **Electronic Form and Electronic Means** have the meanings given to them respectively in Section 1168 of the Companies Act 2006;
  - 1.12. **Financial Expert** an individual, company, or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
  - 1.13. **Hard Copy and Hard Copy Form** have the meanings respectively given to them *in* the Companies Act 2006;

- 1.14 **Honorary Officers** means a Trustee appointed as an Honorary Officer under Article 31;
- 1.15 **Maximum Term** the maximum period of nine years for which a Trustee may be appointed;
- 1.16 **Public Holiday** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.17 **Secretary** the secretary of the Charity (if any);
- 1.18 **Subsidiary Company** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the Board of the company;
- 1.19 **Term** the period of three years for which a Trustee may be appointed;
- 1.20 **Trustee** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 1.21 **Writing** the representation or reproduction of words, symbols, or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.