

PRIVATE & CONFIDENTIAL

Dated 20 July 2010

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

relating to
Bradford Festival Choral Society

Company Number

Company Number:

PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

Bradford Festival Choral Society

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a Member of the company.

Signatures and Names of Subscribers

 James Beattie

 Ruth Beattie,

Dated 20 July 2010

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OF
Bradford Festival Choral Society

1 Interpretation

1.1 In these Articles:

'AGM'	means an annual general meeting of the Charity;
'Articles'	means the Charity's articles of association;
'Business Day'	A day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business
'Chairman'	means the chairman of the Trustees;
'Charity'	means the company governed by the Articles;
'Charities Act'	means the Charities Act 1993 and/or the Charities Act 2006 (as appropriate);
'charity trustee'	has the meaning prescribed by section 97(1) of the Charities Act 1993;
'clear day'	has the meaning set out in section 360 of the Companies Act 2006;
'Commission'	means the Charity Commissioners for England and Wales;
'Companies Act'	means the Companies Act 2006;

'connected person'	means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;
'custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
'Electronic Means'	any communication by email, fax or, in the case of notice given by the Charity, by publication on a website;
'financial expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'financial year'	means the Charity's financial year;
'firm'	includes a limited liability partnership;
'general meeting'	means a general meeting of the members of the Charity;
'indemnity insurance'	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
'informal membership'	refers to a supporter who may be called a 'member' but is not a company member of the Charity.
'material benefit'	means a benefit which may not be financial but has a monetary value;
'member' and 'membership'	refer to company membership of the Charity;

'Memorandum'	means the Charity's Memorandum of Association;
'month'	means calendar month;
'nominee company'	means a corporate body registered or having an established place of business in England and Wales;
'Objects'	means the Objects of the Charity as defined in article 3.1
'Secretary'	means the company secretary of the Charity;
'taxable trading'	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
'Trustee'	means a director of the Charity and 'Trustees' means the directors;
'written' or 'in writing'	refers to a legible document on paper including a fax message;

- 1.2 In these Articles, unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **'article'** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and

- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms '**including**', '**include**', '**in particular**' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A reference to one gender shall include a reference to the other gender.
- 1.8 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) and any other relevant model articles (as defined in section 20 to the Companies Act 2006 or any replacement or re-enactment thereof) are hereby excluded and shall not apply to the Charity.

2 Limited Liability

- 2.1 The liability of members 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 is a member or within one year after he ceases to be a member, for:
- 2.1.1 payment of the Charity's debts and liabilities contracted before he ceases to be a member;
- 2.1.2 payment of the costs, charges and expenses of winding up; and
- 2.1.3 adjustment of the rights of the contributories among themselves.

3 Objects

- 3.1 The Charity's Object is the study and the practice of choral music in order to foster public knowledge and appreciation of such music by means of public performance and such other exclusively charitable ways as the Charity through its Trustees shall determine from time to time
- 3.2 The Charity has the following powers, which may be exercised only in promoting the Objects:

- 3.2.1 to promote or carry out research;
- 3.2.2 to provide advice;
- 3.2.3 to publish or distribute information;
- 3.2.4 to co-operate with other bodies;
- 3.2.5 to acquire, merge with, support or set up other charities;
- 3.2.6 to raise funds (but not by means of taxable trading);
- 3.2.7 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 3.2.8 to acquire or hire property of any kind;
- 3.2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 3.2.10 to make grants or loans of money and to give guarantees;
- 3.2.11 to set aside funds for special purposes or as reserves against future expenditure;
- 3.2.12 to deposit or invest in 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);
- 3.2.13 to delegate the management of investments to a financial expert, but only on terms that:
- 3.2.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
- 3.2.13.2 every transaction is reported promptly to the Trustees;

- 3.2.13.3 the performance of the investments is reviewed regularly with the Trustees;
- 3.2.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 3.2.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 3.2.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 3.2.13.7 the financial expert must not do anything outside the powers of the Trustees.
- 3.2.14 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- 3.2.15 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 3.2.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.2.17 to pay for indemnity insurance for the Trustees;
- 3.2.18 subject to article 11, to employ paid or unpaid agents, staff or advisers;
- 3.2.19 to enter into contracts to provide services to or on behalf of other bodies;
- 3.2.20 to establish or acquire subsidiary companies to assist or act as agents for the Charity (including trading subsidiaries);
- 3.2.21 to pay the costs of forming the Charity;

- 3.2.22 to do anything else within the law which promotes or helps to promote the Objects.

4 **Membership**

- 4.1 The Charity must maintain a register of members.
- 4.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
 - 4.2.1 applies to the Charity in the form required by the Trustees;
 - 4.2.2 is approved by the Trustees; and
 - 4.2.3 signs the register of members or consents in writing to become a member.
- 4.3 The Trustees may establish different classes of membership (including informal membership), prescribe their respective privileges and duties and criteria for membership of each class including but not limited to any audition policy and set the amounts of any subscriptions.
- 4.4 Membership is terminated if the member concerned:
 - 4.4.1 gives written notice of resignation to the Charity;
 - 4.4.2 dies;
 - 4.4.3 is more than six months in arrears in paying any relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
 - 4.4.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. 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.

4.5 Membership of the Charity is not transferable.

5 General Meetings

5.1 Members are entitled to attend general meetings either personally or by proxy.

5.2 Proxy forms must be delivered to the Charity at least 48 hours before the meeting.

5.3 General meetings are called on at least 14 clear days' written notice, save where the meeting is an AGM which must be called on no less than 21 clear days notice. The notice must specify the business to be discussed and must contain a statement of the members' rights to appoint a proxy as required under section 325 of the Companies Act 2006.

5.4 There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least 25 per cent of the members.

5.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

5.6 Except where otherwise provided by the Companies Act every issue is decided by a majority of the votes cast.

5.7 Every member present in person or through an authorised representative or by proxy has one vote on each issue.

5.8 A written resolution signed by all those entitled to vote at a general meeting and passed in accordance with the Companies Act is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

5.9 A general meeting which is not an AGM may be called at any time by the Trustees or by the members in accordance with the Companies Act.

6 Annual General Meeting

6.1 The Charity must hold an annual general meeting ('AGM') in every year.

6.2 At an AGM the members:

6.2.1 receive the accounts of the Charity for the previous financial year and receive the draft budget for the Charity for the following financial year;

6.2.2 receive the Trustees' report on the Charity's activities since the previous AGM;

6.2.3 accept the retirement of those Trustees who wish to retire and elect Trustees to fill the vacancies arising ;

6.2.4 appoint auditors for the Charity;

6.2.5 appoint a Chairman, a Secretary and a Treasurer each of whom shall be Trustees together with such other number of Trustees in accordance with clause 7.2 and as may be recommended to the AGM by the retiring Trustees;

6.2.6 approve the appointments, re-appointments or dismissal of the Music Director, Chorus Master, Accompanist or such other musical posts from time to time as are considered necessary for the functioning of the Charity by the Trustees;

6.2.7 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity;

6.2.8 approve the annual subscription rate for members; and

6.2.9 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

7 The Trustees

7.1 The Trustees as charity trustees have control of the Charity and its property and funds and are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

7.2 Unless otherwise determined by ordinary resolution the number of Trustees shall be not less than five and not more than eleven individuals, all of whom must be members.

- 7.3 The first Trustees shall be those persons notified to Companies House as the first directors of the Charity.
- 7.4 Subject to article 7.2 and article 7.5, any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee:
- 7.4.1 by ordinary resolution; or
- 7.4.2 in the circumstances in article 7.10.
- 7.5 No person shall be appointed or reappointed as a Trustee unless:
- 7.5.1 he or she is recommended by the Trustees; or
- 7.5.2 not less than 14 nor more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose the person for appointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Charity's register of directors together with the declarations in article 7.6.
- 7.6 Every Trustee must sign:
- 7.6.1 a declaration of willingness to act as a charity trustee of the Charity; and
- 7.6.2 a declaration confirming that he or she is not disqualified from acting as a charity trustee under the Charities Acts,
- before he or she may vote at any meeting of the Trustees.
- 7.7 All the trustees must retire at each AGM.
- 7.8 A retiring Trustee who remains qualified may be appointed for a maximum of five consecutive terms of office, following which there must be a minimum period of 11 months before such person shall be eligible for reappointment.
- 7.9 A Trustee's term of office automatically terminates if he or she:

- 7.9.1 ceases to be a director by virtue of any provision of the Companies Act or is prohibited from being a director at law;
- 7.9.2 is disqualified under the Charities Act from acting as a charity trustee;
- 7.9.3 has a bankruptcy order made against them or a composition is made with their creditors generally;
- 7.9.4 is incapable, whether mentally or physically, of managing his or her own affairs;
- 7.9.5 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 7.9.6 ceases to be a member;
- 7.9.7 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office); or
- 7.9.8 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 7.10 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next general meeting.
- 7.11 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.
- 8 Trustees' proceedings**
- 8.1 The Trustees must hold at least three meetings each year.
- 8.2 At the request of at least three Trustees or at least half of the Trustees whichever is the greater the Secretary shall call a meeting of the Trustees.

- 8.3 A quorum at a meeting of the Trustees is 40% of the Trustees (or the number when rounded up which is nearest 40%) or such higher number as the Trustees may determine from time to time.
- 8.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 8.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 8.6 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 8.7 Every Trustee has one vote on each issue.
- 8.8 If the numbers of votes for and against a proposal at a meeting of Trustees are equal, the chairman or other Trustee chairing the meeting has a casting vote.
- 8.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

9 Trustees' powers

- 9.1 The Trustees have the following powers in the administration of the Charity:
- 9.1.1 to recommend the appointment, re-appointment or dismissal and arrange contractual terms for any paid positions within the Charity including but not limited to the Music Director, Chorus Master, Accompanist and Auditors;
- 9.1.2 to approve the musical repertoire for all performances by a part or all of the Charity;
- 9.1.3 to prepare a budget for the Charity for the following season;

- 9.1.4 to appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Act;
- 9.1.5 to appoint any other honorary officers from among their number;
- 9.1.6 to appoint a President, who shall not be a Trustee, who shall remain in office for a period of three years or until they resign or their office is terminated by the Trustees. The President may attend meetings at the invitation of the Trustees and may speak but not vote at such meetings. A President who has served a term in office may be reappointed for a further term by the Trustees. The Trustees may also appoint one or more Vice-Presidents to which the same provisions will apply as for the President;
- 9.1.7 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;
- 9.1.8 to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings at general meetings;
- 9.1.9 to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and the proceedings of committees;
- 9.1.10 to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity;
- 9.1.11 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 9.1.12 to exercise any powers of the Charity which are not reserved to a general meeting.

10 Conflicts of Interest

- 10.1 The Charity shall deal with Trustees' conflicts of interest in accordance with any policy set from time to time by the Charity.

- 10.2 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 10.2.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 10.2.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 10.2.3 not be counted in the quorum for that part of the meeting; and
 - 10.2.4 be absent during the vote and have no vote on the matter.
- 10.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Memorandum or the Articles (a 'Conflict'), the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 10.3.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 10.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - 10.3.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interest in the circumstances applying.
- 10.4 Article 10.3 shall not apply to any Conflict which involves a direct or indirect benefit of any nature to a Trustee or a connected person.
- 10.5 Any authorisation of a Conflict under this article 10 may (whether at the time of giving the authorisation or subsequently):
- 10.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

- 10.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the Trustees may determine; and
 - 10.5.3 be terminated or varied by the Trustees at any time.
- 10.6 This will not affect anything done by the conflicted Trustee prior to such termination or variation in accordance with the terms of the authorisation.
- 10.7 In authorising a Conflict the Trustees may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee has obtained any information through his involvement in the Conflict otherwise than as a Trustee of the Charity and in respect of which he owes a duty of confidentiality to another person, the Trustee is under no obligation to:
- 10.7.1 disclose such information to the Trustees or to any Trustee or other officer or employee of the Charity; or
 - 10.7.2 use or apply any such information in performing his duties as a Trustee,
 - 10.7.3 where to do so would amount to a breach of that confidence.
- 10.8 Where the Trustees authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Trustee:
- 10.8.1 is excluded from discussions (whether at meetings of Trustees or otherwise) related to the Conflict;
 - 10.8.2 is not given any documents or other information relating to the Conflict; and
 - 10.8.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Trustees in relation to any resolution relating to the Conflict.
- 10.9 Where the Trustees authorise a Conflict:
- 10.9.1 the Trustee will be obliged to conduct himself in accordance with any terms imposed by the Trustees in relation to the Conflict; and

- 10.9.2 the Trustee will not infringe any duty he owes to the Charity by virtue of sections 171 to 177 of the Companies Act provided he acts in accordance with such terms, limits and conditions (if any) as the Trustees impose in respect of its authorisation.
- 10.10 A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by reason of being a Trustee), to account to the Charity for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Trustees or by the Charity in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 10.11 This article may not be amended without the written consent of the Commission in advance.
- 11 Benefits to Members and Trustees**
- 11.1 The property and funds of the Charity must be used only for promoting the Objects and cannot be distributed to the members but:
- 11.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
- 11.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
- 11.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity.
- 11.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 11.2.1 as mentioned in articles 3.2.17 (indemnity insurance), 11.1.2 (interest), 11.1.3 (rent) or 11.3 (contractual payments);

- 11.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
- 11.2.3 an indemnity permitted by section 232 of the Companies Act 2006;
- 11.2.4 the benefit of any payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
- 11.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 11.3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit in accordance to Sections 73 A - C of the Charities Act 1993 as amended by the Charities Act 2006 if:
- 11.3.1 the goods or services are actually required by the Charity;
- 11.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 10; and
- 11.3.3 the number of Trustees interested in such a contract in any financial year, are in the minority.
- 12 Records and Accounts**
- 12.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or other scrutiny of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 12.1.1 annual returns;
- 12.1.2 annual reports; and
- 12.1.3 annual statements of account.

- 12.2 The Trustees must keep proper records of:
- 12.2.1 all proceedings at general meetings;
 - 12.2.2 all proceedings at meetings of the Trustees;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 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.
- 12.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.
- 13 **Notices**
- 13.1 Notices under the Articles may be sent by hand, by post or by Electronic Means.
- 13.2 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.
- 13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 13.3.1 24 hours after being delivered by hand to the relevant address;
 - 13.3.2 two clear days after being sent by first class post to that address;
 - 13.3.3 three clear days after being sent by second class or overseas post to that address;
 - 13.3.4 if properly addressed and sent or supplied by Electronic Means, one hour after the document or information was sent or supplied; and

- 13.3.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website;
 - 13.3.6 on being handed to the member personally; or, if earlier, as soon as the member acknowledges actual receipt.
- 13.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 13.5 Proof that a notice sent by Electronic Means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 13.6 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 13.7 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 14 **Alterations to the constitution**
- 14.1 Subject to the following provisions of this article 14 the Articles may be altered by a resolution passed by not less than two-thirds of the members present and voting at a general meeting.
- 14.2 No amendment may be made to the name of the Charity or to its Objects or to this clause without prior notification to the Commission.
- 14.3 No amendment may be made to the Articles which would have the effect of making the Charity cease to be a charity in law.
- 15 **Dissolution**
- 15.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

15.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

15.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

15.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

15.2 A final report and statement of account must be sent to the Commission.