

# **GEORGE HOUSE TRUST**

# **MEMORANDUM AND ARTICLES OF ASSOCIATION**

**Incorporated on 23<sup>rd</sup> day of March  
2011**

**Company Number: 7575379**

# **The Companies Act 2006**

## **Company Limited by Guarantee**

### **And Not Having a Share Capital**

#### **ARTICLES OF ASSOCIATION**

Of

GEORGE HOUSE TRUST ("the Company")

#### PRELIMINARY

1.0 The Companies (Model Articles) Regulations 2008 have been modified to create these individual Articles of Association, therefore the Model Articles in section 20 of the Act are excluded in their entirety.

1.1 In these Articles, unless the context requires otherwise the following words and expressions (with or without the definite Article) have the following meanings:-

Act	the Companies Act 2006;
Articles	these articles of association (and "Article" shall be construed accordingly);
Bankruptcy	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that bankruptcy;
Board	the Board of Trustees;
Chair	the person chosen by the Board to chair their meetings [and any meetings of the Members];
Commission	the Charity Commission for England and Wales;
Deputy Chair	the person chosen by the Board to act in the event that the Chair is unable to be present to chair any meetings;
Office	the registered office of the Company;
Officers	the Trustees, appointed to Chair, Deputy Chair, Treasurer and Company Secretary by the Board

Patron	such Persons appointed by the Board in accordance with Article 15;
Person	any individual, body corporate, government department and any entity having a separate legal personality
Powers	the powers of the Company to achieve the Objects as set out in Article 3;
Month	a calendar month;
In writing	written, printed, emailed, lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form;
Member	a service user or active volunteer whose application has been approved by the Company (Membership shall be construed accordingly);
Objects	the purposes for which the Company was formed, as set out in Article 2;
Service User	those Persons who benefit from and use the services and facilities provided by the Company from time to time;
Trustee	those Persons appointed as directors of the Company by the Members in accordance with Articles 35 and 52 as defined in section 97 of the Charities Act 1993
Volunteers	those Persons who donate their services to the Company for the purpose of furthering the Objects

1.2 the singular includes the plural and vice versa, and words importing one gender include all genders.

1.3 headings are for ease of reference only

1.4 a reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force at the date of adoption of these Articles, and includes any statute or statutory provision which modifies, consolidates, re-enacts or supercedes it.

## OBJECTS

2. The Objects are as follows:-
  - 2.1 the relief of need of people living with, and affected by, HIV in the North West of England by the provision of responsive and relevant services
  - 2.2 to advance the education of the general public in all areas relating to HIV

## POWERS

3. In furtherance of the Objects but not otherwise the Company may:
  - 3.1 borrow or raise money on such terms and on such security, and subject to such consents as may be required in law, as shall be deemed necessary by the Company;
  - 3.2 associate by subscription and/or donation with any other charitable society or association having objects similar to its own;
  - 3.3 undertake and execute or create any charitable trust, support or subscribe to any charitable funds or institutions and, if deemed desirable for such purpose, pay sums of money periodically to any charitable fund or institution.
  - 3.4 purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal property or equipment and any rights or privileges which may be necessary or convenient in connection with the Objects to construct, enter, alter, improve and maintain any buildings which may from time to time be deemed necessary for such purposes;
  - 3.5 (subject to such consent as may be required in law) sell, grant leases or tenancies or mortgages disposed of, or in any way turn to account all or any of the property or assets of the Company as may be expedient for the promotion of its Objects and to do so for or without any consideration and subject to such terms and conditions as may be thought expedient;
  - 3.6 (subject to such consent as may be required in law), borrow, raise and secure the payment of money by mortgage or other instruments, charging all or any of the property and assets of the Company (both present and future);
  - 3.7 invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be determined from time to time, subject nevertheless to such terms and conditions (if any) as may for the time being imposed or required by law and subject also as provided in these Articles;

- 3.8 (subject to the consents required by section 19(7) of the Charities Act 1960), apply for and obtain any charter, private act of Parliament or provisional order for any purpose which may be deemed expedient for any of the Objects and to oppose any proceedings which may seem calculated directly or indirectly to prejudice the interests of the Company;
  - 3.9 enter into any arrangements with any government or authority, supreme, municipal, local or otherwise and to obtain from any such government or authority any rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
  - 3.10 procure the Company to be registered or recognised in any part of the European Economic Community, the British Commonwealth or in any other foreign country or place;
  - 3.11 employ executive staff (whether Trustees or other Persons) in furtherance of any of the Objects at such remuneration or on such other terms or conditions as the Board may determine and to provide and supply all such provisions and necessities as may be required for those purposes aforesaid or any of them;
  - 3.12 undertake research in the furtherance of the Objects and publish the results of such research;
  - 3.13 provide indemnity insurance to cover the liability of the Trustees:
    - 3.13.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company;
    - 3.13.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986.
  - 3.14 Any such indemnity insurance shall not extend to any liability resulting from conduct which the Board knew, or must be assumed to have known, was not in the best interests of the Company or any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees or any liability to pay a fine.
4. Nothing in these Articles shall prevent the payment in good faith of reasonable and proper remuneration to any Trustee or servant of the Company, or to any Member, in return for services actually rendered to the Company, nor prevent the payment of interest at a rate per annum not exceeding two percent less than the lending rate of the Company's bankers, or three percent, whichever is the greater on money lent, or

reasonable and proper rent for premises demised or let nor prevent the payment of interest on money borrowed.

5. No addition, alteration or amendment shall be made to or in these Articles which shall make the Company a company to which section 60 (1) (a) of the Act does not apply.

#### LIABILITY OF TRUSTEES AND MEMBERS

6. The liability of each Trustee and Member is limited to £1. This being the amount that each Trustee and Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Trustee or Member or within one year after they cease to be a Trustee or Member, for:-

- 6.1 payment of the Company's debts and liabilities contracted before they ceased to be a Trustee or Member;
- 6.2 payment of the costs, charges and expenses of winding up, and;
- 6.3 adjustment of the rights of the contributors among themselves.

#### COMPANYS INCOME

7. The income and property of the Company shall be applied solely towards the promotion of the Objects.

- 7.1 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Trustee or Member. This does not prevent a Member who is not also a Trustee receiving:-

7.1.1 a benefit from the Company if they fall within the definition of Article 2.1; or

7.1.2 reasonable and proper remuneration for any goods or services supplied to the Company.

#### MEMBERSHIP

8. Membership of the Company shall be open to service users aged 18 years and over, and Volunteers, aged 18 years and over, who are actively donating their services for the purpose of the Company and who are in agreement with the Objects.

9. The Board shall have the right:

- 9.1 to approve or reject applications for Membership.

- 9.2 for good and sufficient reason, including the cessation of active participation, to terminate the Membership of any individual provided that the individual Member concerned shall have the right to be heard by the Board before a final decision is made.
10. The provisions of section 113 of the Act shall be observed by the Company, and every Member shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
11. Every application for Membership shall be in writing signed by the applicant in such form as the Board may from time to time determine.
12. Notice of Membership shall be sent to every candidate admitted thereto at the address mentioned in their application for Membership.
13. The rights of an individual Member shall be personal, shall not be transferable and shall cease on death.
14. A Member shall also cease to be a Member:-
- 14.1 immediately upon giving notice to the Board that they wish to cease to be a Member.
- 14.2 if they breach the Members Code of Conduct, and following investigation, the Board believes it is in the Company's best interest that they resign their Membership.

#### PATRONS

15. The Board may by a majority vote at a meeting of the Board any Person who has conferred a signal benefit on the Company as a Patron.
16. A Patron shall be entitled to such privileges as the Board shall from time to time direct but no funds shall be paid to any Patron.
17. Any Patron may resign by giving notice in writing to the Chair or Deputy Chair and thereupon cease to be a Patron.
18. The Board has the authority to cease relationships with a Patron if it is the majority belief that for any reason there is reputational risk to the Company through association with the Patron.

#### ANNUAL GENERAL MEETING AND MEMBER MEETING

19. The Company shall in each year hold a Member meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it.

20. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next; provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year.
21. The Annual General Meeting shall be held at such time and place as the Board shall appoint, which is usually no later than the 30<sup>th</sup> October each year.
22. A Member meeting may be convened in any of the following ways:
  - 22.1 By at least 3 Trustees of the Board
  - 22.2 By at least 5% of the Membership, or 5 Members, whichever is the greater

#### NOTICE OF MEMBER MEETINGS

23. An Annual General Meeting, an Extra Ordinary Member meeting or Member meeting shall be called by a minimum of twenty-one days' notice in writing. An Extra Ordinary Meeting may be called with a minimum of seven days' notice in writing being given. Any notice shall be exclusive of the day on which it is served or deemed to have been served and of the day for which it is given, and shall specify the place, the day and hour of the meeting of that business, and shall be given in accordance with Article 79 to such persons as are under the Articles entitled to receive such notices from the Company.
24. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Person entitled to receive this notice shall not invalidate the proceedings at the meeting.

#### PROCEEDINGS AT MEMBER AND ANNUAL GENERAL MEETINGS

25. All business shall be deemed special that it is transacted at a Member meeting, and at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and the reports of the Board and auditors, the election of members of the Board and the appointment of, and the fixing of the remuneration of, the Auditors.
26. No business shall be transacted at a Member or Annual General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. 10% of the Members or 10 Members, whichever is greater shall be a quorum.
27. If within half an hour from a meeting's appointed start time, a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and such time and place as shall be determined, and if at the adjourned meeting a

quorum is not present within half an hour of the time appointed for the meeting the Members present shall be a quorum.

28. The Chair shall preside at every Member meeting and Annual General Meeting of the Company, or if there shall be no Chair of the Company for the time being or if they shall not be present within fifteen minutes of the time appointed for the meeting or they are unwilling to act, the Deputy Chair shall assume the position of Chair at the meeting.
29. The Chair (or the Deputy Chair as the case may be) may, with the consent of any meeting at which a quorum is present (and shall if so be directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjournment shall be given as in the case of an original meeting. Save as aforesaid, it shall be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.
30. At a Member or Annual General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
  - 30.1 by the Chair or Deputy Chair; or
  - 30.2 by at least three Members present.
31. Unless a poll be so demanded a declaration by the Chair or Deputy Chair that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour or against such resolution. The demand for a poll may be withdrawn.
32. Except as provided in Article 34, if a poll is duly demanded it shall be taken in such manner as the Chair or Deputy Chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
33. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair or Deputy Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
34. A poll demanded on a question of an adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair or Deputy Chair of the meeting directs, and any business other than that upon which a poll has been demanded may be preceded with pending the taking of the poll.

35. At each Annual General Meeting, the Members shall elect new Trustees to any vacancies to the Board from amongst its number. Vacancies occurring mid-year will also be filled through Member elections at the next appropriate Members meeting.
36. The Board shall consist of not less than 10 Member elected Trustees nor more than 16 Trustees in total.
37. At the Annual General Meeting the business shall include:
  - 37.1 election of new Trustees to the Board (secret ballot using the single transferable voting system);
  - 37.2 consideration of an annual report of the work carried out by the Company;
  - 37.3 consideration of the audited accounts for the previous year;
  - 37.4 the appointment of the Auditors;
  - 37.5 other matters as appropriate;

#### VOTES OF MEMBERS AND TRUSTEES

38. Every Member shall have one vote at any Member or Annual General Meeting of the Company.
39. Where a Member is also an employed member of staff with the Company, they shall not be able to vote on any matters at a Member or Annual General Meeting where there is deemed to be a conflict of interest.
40. Members, and Trustees may, by special resolution, direct the Board to take, or refrain from taking, specified action.
41. No such special resolution invalidates anything which the Board have done before the passing of the resolution.

#### 42. PROXY NOTICES

43. Proxies may only be validly appointed by a proxy notice which:-
  - 43.1 states the name and address of the Member or Trustee appointing the proxy
  - 43.2 identifies the Person appointed to be that Member or Trustee's proxy and the meeting in relation to which that Person is appointed;

- 43.3 is signed by or on behalf of the Member or Trustee appointing the proxy, or is authenticated in such manner as the Officers may determine; and
- 43.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the meeting to which they relate.
44. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
45. 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.
46. Unless a proxy notice indicates otherwise, it must be regarded as:-
- 46.1 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;
- 46.2 appointing that Person as a proxy in relation to any adjournment of the meeting to which it relates as well as the meeting itself
47. A Person who is entitled to attend, speak or vote (either in a show of hands or on a poll) at a 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 Company by or on behalf of that Person.
48. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the Person by whom or on whose behalf the proxy notice was given.
49. 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.
50. 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 appointer's behalf.

#### BOARD MEETINGS

51. Subject to the Articles, the Board is responsible for the management of the Company's business, for which purpose they may exercise all the Powers.
52. The Board shall consist of not less than 10 Member elected Trustees nor more than 16 Trustees in total, 6 of whom may be co-opted Trustees based on Board skills gaps.

53. The holders of the offices of Chair, Deputy-Chair, Treasurer and Company Secretary shall be elected by the Board of Trustees at its first meeting following the Annual General Meeting at which the Board was elected.
54. The Board, when they think fit shall convene a Board meeting. A Board meeting may be convened by 3 Trustees.
55. The Board shall meet not less than 6 times in a calendar year.
56. Subject to the Articles, the Board, as they think fit, may delegate any of the Powers:-
  - 56.1 to such Person or committee;
  - 56.2 by such means (including by power of attorney);
  - 56.3 to such an extent;
  - 56.4 in relation to such matters or territories;
  - 56.5 on such terms and conditions;
57. If the Board agrees any such delegation referred to in Article 56, they may authorise further delegation of the Board's powers by any Person to whom they are delegated.
58. The Board may revoke any delegation in whole or part, or alter its terms and conditions.
59. The office of a Trustee of the Board shall be vacated:-
  - 59.1 if they resign by writing to the registered office of the Company
  - 59.2 if they become of unsound mind
  - 59.3 if they are removed by ordinary resolution duly passed at a Member meeting of the Company pursuant to section 168 of the Act
  - 59.4 if they cease to hold office by reason of any order made under the Company Directors Disqualification Act 1986
  - 59.5 if a receiving order is made against them or they make any arrangements or composition with their creditors
  - 59.6 if they are convicted on indictment of an offence (which conviction shall not be quashed on appeal) and a majority of the Board pass a resolution to the effect that they shall no longer be deemed to be a Trustee of the Board
  - 59.7 if they absent themselves from the meetings of the Board for a continuous period of six months and the Board then pass a

resolution that they have by reason of such absence vacated their office

- 59.8 if they are prohibited from being a Trustee of the Board by an order made under the Act
- 59.9 if they undertake activities which in the unanimous opinion of the remaining Trustees of the Board are contrary to the best interests of the Company
60. The Board shall have power at any time, and from time to time, to co-opt any Person to be a Trustee of the Board, either to fill a casual vacancy or to meet a need for particular skills/ expertise as an addition to the existing Trustees on the Board. The Board of Trustees can co-opt a maximum of 6 people onto the Board.
61. The elected and co-opted Trustees of the Board shall hold office until the conclusion of their agreed term of office (maximum three years) at the Annual General Meeting following the meeting at which they were elected, or following their co-option to the Board.
62. Member elected Trustees shall be eligible for re-election for a further three year term and the co-opted Trustees may be re co-opted at any time and from time to time following each Annual General Meeting provided that no Person shall hold office for more than 6 consecutive years.
63. Trustees of the Board shall receive no remuneration for so acting save as provided in Article 4.
64. No Trustee or connected Person (as defined by section 252 of the Act) may:-
- 64.1 buy any goods or services from the Company on terms preferential to members of the public;
- 64.2 sell goods, services, or any interest in land to the Company;
- 64.3 be deployed by, or receive any remuneration from the Company save as provided in Article 4;
- 64.4 receive any other financial benefit from the Company unless:-
- 64.4.1 the payment is permitted by Article 4;
- or
- 64.4.2 the Officers obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

In this Article a "financial benefit" means a benefit, direct or indirect, which is either money or has monetary value.

## PROCEEDINGS AT BOARD MEETINGS

65. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality, the Chair (or the Deputy Chair where the Chair is unable to attend) shall have a second or casting vote.
66. It shall not be necessary to give notice of a meeting of the Board to any Trustee thereof for the time being absent from the United Kingdom.
67. The quorum necessary for the transaction of the business of the Board shall be at least 3 Trustees present in person or one-third in number of the Board, whichever shall be the greater number shall be a quorum, subject to Article 36.
68. Every Trustee shall have one vote at any Board meeting of the Company.
69. Subject to the provisions of the Act and any amendments made thereafter, a resolution in writing signed by those Trustees entitled to receive notice of and to attend and vote at Board meetings shall be as valid and effective as if the same had been passed at a Board meeting of the Company, duly convened and held.
70. The Trustees of the Board may act notwithstanding any vacancy in their body, but if and so long as their number reduces below the number fixed by Article 52 as the minimum number, the continuing Trustees or Trustee may act for the purpose of increasing the number of Trustees to that number but for no other purpose.

## CONFLICTS OF INTERESTS

71. If a conflict of interest 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 Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:-
  - 71.1 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;
  - 71.2 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
  - 71.3 the unconflicted Trustees consider it is in the interest of the Company to authorise the conflict of interests in the circumstances applying

72. In this Article a conflict of interest arising because of a duty of loyalty owed to another organisation or Person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person (as defined in section 252 of the Act).

## ACCOUNTS

73. The Board shall require proper books of account to be kept with respect to:-
- 73.1 all sums of money received and expended by the Company and all the matters in respect of which the receipt and expenditure take place;
- 73.2 all sales and purchases of goods by the Company; and
- 73.3 all assets and liabilities of goods by the Company.
74. Proper books shall not be deemed to be kept if there are not such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
75. The books of account shall be kept at the registered office of the Company, or, subject to section 388 of the Act such other place or places as the Board shall think fit, shall always be open to the inspection of the Board, and shall be open to the inspection by Members at such times and places, and subject to such conditions as may be determined by the Board or by the Company.
76. The Board shall from time to time in accordance with sections 386 and 399 of the Act require the preparation of such accounts, balance sheets and reports as are referred to in those sections of the Act and presentation to be laid before the Company in Board Meetings and at the Annual General Meeting.
77. A copy of the annual audited accounts (including documents required by law) together with a copy of the auditor's report, shall be made available to or sent to every Trustee and Member not less than twenty-one days before the date of the Annual General Meeting.

## AUDIT

78. The auditors of the Company shall be appointed and their duties regulated in accordance with sections 475 and 485 of the Act.

## NOTICES

79. A notice must be given by the Company to any Trustee or Member in writing either personally or by sending it by post to their registered address, or (if no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by them to the Company for the giving of notice, or by electronic means to such email address (if any) as each Trustee or Member has supplied to the Company for the giving of notice, provided that they have confirmed to the Company in writing that they wish to receive notices by electronic means. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of the post. Where a notice is given by electronic means, service of the notice shall be deemed to be effected at the date and time that the notice was sent by the Company's server.
80. Notice of every Annual General Meeting, and Members meeting shall be given to:-
- 80.1 every Trustee except those Trustees who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
- 80.2 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
- 80.3 the auditors for the time being of the Company (only notice of Annual General Meetings)
81. No other Person shall be entitled to receive notice of Annual General Meetings or Members meetings.
82. Notice of every Board Meeting shall be given to:
- 82.1 every Trustee except those Trustees who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them.
83. A Member or Trustee who does not register an address with the Company shall not be entitled to receive any notice from the Company.
84. A Member or Trustee present at any meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

## DISSOLUTION

85. The Trustees, may at any time make a resolution to dissolve the organisation. This will include responsibility for disposal of any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them. Any such resolution will be taken to the Members.
86. Subject to any such resolution, any net assets of the Company after all its debts and liabilities have been paid, or provision made for, shall on or before dissolution of the Company be applied or transferred:-
- 86.1 directly for the Objects
  - 86.2 by transfer to any charity or charities for purposes similar to the Objects
  - 86.3 to any charity or charities for use for particular purposes that fall within the Objects
87. In no circumstances shall the net assets of the Company be paid to or distributed among the Trustees or Members (except to a Trustee or Member that is itself a charity) and if no resolution in accordance with Article 85 is passed by the Board the net assets of the Company shall be applied for charitable purposes as directed by the court or the Commission.

## INDEMNITY

88. In the execution of the Objects any Trustee of the Company shall not be liable for any loss to the property of the Company arising by reasons of any improper investments made in good faith (so long as professional advice has been sought before making such investment) or for the negligence or fraud of any agent employed by the Board of the Company in good faith (provided reasonable supervision shall have been exercised) whether or not the employment of such agent was strictly necessary or by reason of any mistake or omission made in good faith by any Trustee or by reasons of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

## MEDIA STATEMENTS

89. Statements to be made or given on behalf of or in the name of the Company shall only be made by a Person, or Persons approved and appointed by the Board.