

The Companies Acts 1985 to 2006
Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

City and Guilds of London Art School Limited

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Articles of Association of City and Guilds of London Art School Limited

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.

Objects & Powers

2 *Objects*

- 2.1 The objects of the Charity are, for the public benefit:
- 2.1.1 to advance education, knowledge and learning by teaching fine art, contemporary and traditional crafts, conservation and art histories including any such skills, practices and studies as may be concerned with any of the foregoing; and
 - 2.1.2 to preserve and to promote the skills, crafts, techniques, processes and other knowledge associated with the foregoing object.

3 *Powers*

- 3.1 To further its objects the Charity may:
- 3.1.1 provide and assist in the provision of money, materials or other help;
 - 3.1.2 promote, establish and maintain an art school, and organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational and teaching activities;
 - 3.1.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter in any medium;
 - 3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 3.1.5 provide or procure the provision of counselling and guidance;
 - 3.1.6 provide or procure the provision of advice;
 - 3.1.7 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;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
 - 3.1.9 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;
 - 3.1.10 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 1993);
 - 3.1.11 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 1993 if it wishes to mortgage land);
 - 3.1.12 set aside funds for special purposes or as reserves against future expenditure;
 - 3.1.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
 - 3.1.14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
 - 3.1.15 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;
 - 3.1.16 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;
 - 3.1.17 accept (or disclaim) gifts of money and any other property;
 - 3.1.18 raise funds by way of subscription, donation or otherwise;
 - 3.1.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
 - 3.1.20 incorporate and acquire subsidiary companies to carry on any in the trade;
 - 3.1.21 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;
- 3.1.22 establish and support or aid establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.23 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 objects);
- 3.1.24 undertake and execute charitable trusts;
- 3.1.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any other body;
- 3.1.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.27 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.1.28 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;
- 3.1.29 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 73F of the Charities Act 1993 (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 73F (1) shall be treated as references to officers of the Charity); and
- 3.1.30 do all such other lawful things as may further the Charity's objects.

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 its objects.

- 5 ***Permitted benefits to members, Trustees & 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 5.2, 5.3 or 6.1.

- 5.2 No Trustee may:
- i sell goods, services or any interest in land to the Charity;
 - ii be employed by, or receive any remuneration from, the Charity for service as a Trustee; or
 - iii receive any other financial benefit from the Charity;
- unless the payment is permitted by Articles 5.3 or 6.1 or authorised in Writing by the Charity Commission.
- 5.3 A Trustee may receive the following benefits from the Charity subject to Article 5.4:
- i 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;
 - ii the Ex Officio Trustee and Staff Trustee may be employed by and receive remuneration from the Charity provided this is in line with their contract of employment and does not relate to them being paid for their roles as Trustees of the Charity;
 - iii a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
 - iv 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*) provided that this provision 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);
 - v 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;
 - vi a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity;
 - vii the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.29; and
 - viii 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 8;
- provided that where benefits are conferred under Article 5.3, Articles 24-29 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

- 5.4 The Charity may only rely upon the authority in Article 5.2 and 5.3 if:
- 5.4.1 The remuneration provided is reasonable;
 - 5.4.2 The Trustee is absent from a part of a meeting at which there is a discussion relating to their employment, remuneration or other benefit.

6 ***Subsidiary Companies***

- 6.1 Article 5.3 (read so that references to “the Charity” are replaced by references to “any Subsidiary Company”) shall permit a Trustee to receive benefits from a Subsidiary Company provided that:
- 6.1.1 Article 0 shall be treated as though it read “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”; and
 - 6.1.2 the words in Article 0 “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)” shall be treated as though they read “, with the approval of the Trustees, (excluding the service of acting as Trustee but including other services performed by a Trustee or a person who is Connected with a Trustee under a contract of employment with any Subsidiary Company)”.

Limitation of Liability & 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***

- 8.1 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 & Responsibilities

9 *Trustees' general authority*

9.1 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. Though the Board retains responsibility for the assurance of institutional quality and standards, the control of Academic matters – the structures, processes and regulatory frameworks through which academic matters are decided and overseen – resides with academic staff. Academic authority is exercised through the Academic Board, advised and supported by professional/administrative colleagues and with the involvement of students.

10 *Chair*

10.1 The Trustees shall appoint one of their number, though not the **ExOfficio Trustee**, **Staff Trustee**, or **Student Trustee**, to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

11 *Deputy Chair*

11.1 The Trustees shall appoint one of their number, though not the **ExOfficio Trustee**, **Staff Trustee**, or **Student Trustee**, to be the Deputy Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

12 *Trustees may delegate*

12.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

12.2 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.

12.3 Any delegation by the Trustees may be:

12.3.1 by such means;

12.3.2 to such an extent;

12.3.3 in relation to such matters or territories; and

12.3.4 on such terms and conditions as they think fit.

- 12.4 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.
- 12.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 12.6 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.

13 **Committees**

- 13.1 In the case of delegation to committees:
 - 13.1.1 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);
 - 13.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 13.1.3 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;
 - 13.1.4 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
 - 13.1.5 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.
- 13.2 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.

14 **Delegation of day to day management powers**

- 14.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
 - 14.1.1 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
 - 14.1.2 (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

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

14.3 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.

15 ***Delegation of investment management***

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

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

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

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

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

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

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

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

16 ***Power to change name of Charity***

16.1 The Trustees may change the name of the Charity at any time by majority decision of the Trustees present and voting at a meeting.

Decision-Making by Trustees

17 ***Trustees to take decisions collectively***

17.1 Subject to Article 16 any decision of the Trustees must be either:

17.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting; or

17.1.2 a unanimous decision taken in accordance with Article 23.

18 ***Calling a Trustees' meeting***

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

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

- 18.2.1 all the Trustees agree; or
- 18.2.2 urgent circumstances require shorter notice.
- 18.3 Notice of Trustees' meetings must be given to each Trustee.
- 18.4 Every notice calling a Trustees' meeting must specify:
 - 18.4.1 the place, day and time of the meeting;
 - 18.4.2 the general nature of the business to be considered at such meeting; and
 - 18.4.3 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.
- 18.5 Notice of Trustees' meetings need not be in Writing.
- 18.6 Articles 45 through to 48 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

- 19 ***Participation in Trustees' meetings***
 - 19.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 19.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
 - 19.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
 - 19.3 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.

- 20 ***Quorum for Trustees' meetings***
 - 20.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 20.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.
 - 20.3 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.

21 ***Chairing of Trustees' meetings***

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

22 ***Casting vote***

22.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

22.2 Article 22.1 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.

23 ***Unanimous decisions without a meeting***

23.1 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) that they share a common view on a matter. The Trustees cannot rely on this Article to decide if one or more of the Trustees has a conflict of interest or duty which, under Article 25, results in them not being entitled to vote.

23.2 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.

23.3 A decision which is made in accordance with this Article 23 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

23.3.1 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;

23.3.2 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 23.3;

23.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

23.3.4 the Recipient must prepare a minute of the decision in accordance with Article 52 (minutes).

Conflicts of interest

24 ***Declaration of interests***

- 24.1 Unless Article 24.2 applies, a Trustee must declare the nature and extent of:
- 24.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
 - 24.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 24.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

25 ***Participation in decision-making***

- 25.1 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.
- 25.2 Subject to Article 5.4.2, 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:
- 25.2.1 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 0) 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 3.1.29;
 - (c) payment under the indemnity set out at Article 8; and
 - (d) reimbursement of expenses in accordance with Article 5.3(iii);or
 - 25.2.2 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 25.3.
- 25.3 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 25.3, he or she must:

25.3.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

25.3.2 not be counted in the quorum for that part of the process; and

25.3.3 withdraw during the vote and have no vote on the matter.

26 ***Continuing duties to the Charity***

26.1 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:

26.1.1 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

26.1.2 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.

27 ***Register of Trustees' interests***

27.1 The Trustees will ensure a register of Trustees' interests is kept.

28 ***Validity of Trustee actions***

28.1 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.

29 ***Trustees' discretion to make further rules***

29.1 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 & Retirement of Trustees

30 ***Number of Trustees***

30.1 There shall be at least seven Trustees, of which there shall be:

30.1.1 one Chair;

30.1.2 one Deputy Chair;

- 30.1.3 one Trustee being the most senior academic manager of the Art School appointed solely for the duration of their employment as the senior academic manager (the **Ex Officio Trustee**);
- 30.1.4 one Trustee who is a member of the Art School staff appointed for an initial term of two years with the possibility of being reappointed for a further term of one year (but no longer) (the **Staff Trustee**);
- 30.1.5 one Trustee who is a student of the Art School appointed for an initial term of one year with the possibility of being re-appointed for a further term of one year (but no longer) (the **Student Trustee**);
- 30.1.6 at least two further Trustees as appointed by a decision of the Trustees from time to time.

31 ***First Trustees***

- 31.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.

32 ***Appointment of Trustees***

- 32.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 36, may be appointed or reappointed to be a Trustee by a decision of the Trustees subject to the maximum terms in Article 30 and Article 33.

33 ***Term of Appointment and Retirement of members of the Board***

- 33.1 Subject to the terms of appointment of the Student Trustee, Staff Trustee and the Ex Officio Trustee stated in Article 30, all Trustees shall serve a Term of Appointment of three years retiring at the end of the third Annual Retirement Meeting following their appointment or reappointment, but may, subject to Article 33.2 and Article 33.3, offer themselves for reappointment.
- 33.2 Subject to Article 30 and Article 33.3, a Trustee shall be eligible to serve a maximum of three Terms of Appointment as a Trustee.
- 33.3 At least one (1) year must elapse before a retiring Trustee who has served nine (9) consecutive years in office may be re-appointed.
- 33.4 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.
- 33.5 If the retirement of a Trustee under Article 33.1 causes the number of Trustees to fall below that set out in Article 30 then the retiring Trustee shall remain in office until a new appointment is made.

34 ***Minimum age***

34.1 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

35 ***General***

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

36 ***Disqualification & removal of Trustees***

36.1 A Trustee shall cease to hold office if:

- 36.1.1 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;
- 36.1.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee of a charity;
- 36.1.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;
- 36.1.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 36.1.5 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;
- 36.1.6 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 two Trustees will remain in office when such resignation has taken effect);
- 36.1.7 he or she fails to attend three consecutive meetings, without good reason, of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 36.1.8 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
- 36.1.9 he or she ceases to be a member of the Charity.

Patrons

37 *Patrons*

- 37.1 The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit.

Becoming & Ceasing to Be a Member

38 *Trustees as members*

- 38.1 The Trustees from time to time shall be the only members of the Charity.
- 38.2 A Trustee shall become a member on becoming a Trustee.
- 38.3 The names of the members of the Charity must be entered in the register of members.

39 *Termination of membership*

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

40 *Associate members*

- 40.1 The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including, without limitation, the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

41 *Members' Meetings*

- 41.1 The Trustees may call a general meeting of the members at any time.
- 41.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

Written Resolutions

42 *Written resolutions*

- 42.1 Subject to this Article 42 a written resolution agreed by:
- 42.1.1 members representing a simple majority; or

42.1.2 (in the case of a special resolution) members representing not less than 75% of the total voting rights of eligible members shall be effective.

42.2 On a written resolution, each member shall have one vote.

42.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

42.4 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.

43 ***Circulation***

43.1 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.

43.2 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.

43.3 The required majority of eligible members must signify their agreement to the written resolution within the period of 42 days beginning with the Circulation Date.

43.4 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

44 ***Signifying agreement***

44.1 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:

44.1.1 identifying the resolution to which it relates; and

44.1.2 indicating the member's agreement to the resolution.

44.2 For the purposes of Article 44.1:

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

44.2.2 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 has no reason to doubt the truth of that statement.

- 44.3 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 & Miscellaneous

45 *Methods of communication*

- 45.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) 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:
- 45.1.1 in Hard Copy Form;
 - 45.1.2 in Electronic Form; or
 - 45.1.3 by making it available on a website.
- 45.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 45.3 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.

46 *Deemed delivery*

- 46.1 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.
- 46.2 Where any Document or information is sent or supplied by the Charity to the members:
- 46.2.1 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;
 - 46.2.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 46.2.3 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.

46.3 Subject to the Companies Acts, a Trustee or any other person 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.

47 ***Failed delivery***

47.1 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:

47.1.1 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;

47.1.2 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

47.1.3 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.

48 ***Exceptions***

48.1 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.

48.2 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.

49 ***Communications to the Charity***

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

50 **Company Secretary**

50.1 A Company 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:

50.1.1 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

50.1.2 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.

51 **Irregularities**

51.1 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.

52 **Minutes**

52.1 The Trustees must cause minutes to be made:

52.1.1 of all appointments of officers made by the Trustees;

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

52.1.3 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;

52.1.4 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.

53 **Records & accounts**

53.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 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:

53.1.1 annual reports;

53.1.2 annual returns; and

53.1.3 annual statements of account.

54 ***Exclusion of model articles***

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

Winding Up

55 ***Winding up***

55.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

55.1.1 directly for the objects of the Charity; or

55.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.

55.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity under this Article 55.

55.3 If no resolution is passed in accordance with Article 55.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

Schedule Interpretation

Defined terms

- 1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	“Annual Retirement Meeting”	has the meaning given in Article 33.3;
1.3	“Articles”	the Charity’s articles of association;
1.4	“Chair”	has the meaning given in Article 10;
1.5	“Charity”	City and Guilds of London Art School Limited;
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 given or 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: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or (b) the spouse or civil partner of any person in (a); or

		(c) 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
		(d) 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” / “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.12	“Ex Officio Trustee”	has the meaning given in Article 30;
1.13	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.14	“Hard Copy” / “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.15	“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;
1.16	“Secretary”	the secretary of the Charity (if any);
1.17	“Staff Trustee”	has the meaning given in Article 30;
1.18	“Student Trustee”	has the meaning given in Article 30;
1.19	“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;
- 1.20 **“Term of Appointment”** has the meaning given in Article 33;
- 1.21 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 1.22 **“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.
- 2 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.
- 3 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.