

Company No: 4222949
Charity No: 1088521

THE COMPANIES ACT 1985 TO 2006

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF THE**

STRATFORD-UPON-AVON TOWN TRUST

Incorporated on 24 May 2001

(as amended by special resolutions passed on 3 June 2008, 6 July 2010, 27th June 2012, 3rd July 2014, 15 September 2020 and 14 September 2022)

**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF CHARITABLE COMPANY**

**Companies Acts 1985 to 2006
Company limited by guarantee and not having a share capital**

**MEMORANDUM OF ASSOCIATION OF THE
*STRATFORD-UPON-AVON TOWN TRUST***

1. Name

The name of the Company is the *STRATFORD-UPON-AVON TOWN TRUST* ('the Charity')

2. Registered Office

The registered office is to be situated in England and Wales

3. Objects

The objects of the Charity ('the Objects') are the following charitable purposes for the benefit of those living in the Town of Stratford-upon-Avon ('the Town') ('beneficiaries'):

- 3.1 to relieve need, hardship and distress among beneficiaries
- 3.2 to relieve sickness, disability, old age and infirmity among beneficiaries
- 3.3 to provide or support the provision of facilities for education for beneficiaries, including the advancement of learning and knowledge
- 3.4 to provide or support (with the object of improving the conditions of life for beneficiaries in the interests of social welfare) facilities for recreation and other leisure-time occupation
- 3.5 to advance the Christian religion for the benefit of beneficiaries
- 3.6 to further any other charitable purposes for the general benefit of the beneficiaries

and, in pursuance of those charitable purposes, those studying or working in the Town may also benefit

provided that, although the funds of the Charity may be used to supplement provision from statutory sources, they must not be used in the direct relief of rates, taxes or other public funds

4. Powers

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

- 4.1 To promote or carry out research
- 4.2 To provide advice
- 4.3 To publish or distribute information

- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of **taxable trading**)
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire property of any kind and to alter or improve such property
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To make grants or loans of money
- 4.11 To give guarantees
- 4.12 To set aside funds for special purposes or as reserves against future expenditure
- 4.13 To deposit or invest in funds in any manner (but to invest only after obtaining advice from a **financial expert** and having regard to the suitability of investments and the need for diversification)
- 4.14 To delegate the management of investments to a financial expert, but only on terms that:
 - (1) the investment policy is set down **in writing** for the financial expert by the **Trustees**
 - (2) every transaction is reported promptly to the Trustees
 - (3) the performance of the investments is reviewed regularly with the Trustees
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time
 - (5) the investment policy and the delegation arrangement are reviewed at least once **a year**
 - (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
 - (7) the financial expert must not do anything outside the powers of the Trustees
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a nominee (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 acting under their instructions and to pay any reasonable fee required
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect

of any 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

- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.19 To enter into contracts to provide services to or on behalf of other bodies
- 4.20 To establish subsidiary companies to assist or act as agents for the Charity
- 4.21 To pay the costs of forming the Charity
- 4.22 To enter into agreements with other charities operating in furtherance of the Objects or any of them or any similar charitable purposes
- 4.23 To do anything else within the law which promotes or helps to promote the Objects

5. Benefits to Members and Trustees

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity but
 - (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
 - (2) members who are not Trustees may be paid interest at a reasonable rate on money lent to the Charity
 - (3) members who are not Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - (4) members (including Trustees) may receive charitable benefits in their capacity as beneficiaries
- 5.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
 - (1) as mentioned in clauses 4.17 or 5.1(4)
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - (4) payment to any company in which a Trustee has no more than a 1 per cent shareholding
 - (5) in exceptional cases, other payments or benefits (but only with the **written** approval of the **Commission** in advance)
- 5.3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - (1) declare an interest at or before discussion begins on the matter

- (2) withdraw from the meeting for that item
- (3) not be counted in quorum for that part of the meeting
- (4) withdraw during the vote and have no vote on the matter

5.4 This clause may not be amended without the prior written consent of the Commission.

6. Limited Liability

The liability of members is limited

7. Guarantee

Every member promises, if the Charity is dissolved while he or she remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a member

8. Dissolution

8.1 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:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
- (2) directly for the Objects or charitable purposes within or similar to the Objects
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance

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

9. Interpretation

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF THE

STRATFORD-UPON-AVON TOWN TRUST

(as amended by special resolutions passed on 3 June 2008, 6 July 2010, 27th June 2012, 3rd July 2014, 15 September 2020 and 14 September 2022)

1. Membership

1.1 **Membership** of the Charity is open only to persons aged 18 or over residing in the town of Stratford-upon-Avon ('the **Town**') and who:

- (1) apply to the Charity in the form required by the Trustees
- (2) provide documentary evidence to the Trustees' satisfaction that they reside in the Town of Stratford-upon-Avon and
- (3) sign the Register of members or consent in writing to become a member

1.2 The Charity must maintain a register of members

1.3 The number of members with which the Company proposes to be registered is unlimited, subject to compliance with sub-clause 1.1

1.4 Membership is terminated if the member concerned:

- (1) ceases to reside in the Town
- (2) gives written notice of resignation to the Charity or
- (3) 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 (but only 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)

1.5 Membership of the Charity is not transferable

1.6 The registration of new members shall be suspended from the date upon which ballot papers to elect new Trustees are circulated to the members of the Charity until the date upon which a general meeting takes place and the results of the election are announced. After that date, applications for membership received during the period shall be processed in accordance with Article 1.1 above.

2. General Meetings

¹2.1 Members are entitled to attend general meetings, which may be held in person or by

¹ Article 2.1 was amended pursuant to a Special Resolution of the Charity on 15 September 2020

suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed. Every notice calling a general meeting shall specify the place, the date and the hour of the meeting, and include a statement that a Member is entitled to appoint a proxy to attend and vote in their place. In the case of an AGM, the notice shall also specify the meeting as such.

- 2.2 Every notice calling a general meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him. In the case of an AGM, the notice shall also specify the meeting as such.
- ²2.2A No business other than the appointment of a chairman shall be transacted at a general meeting unless the requisite quorum is present at the time when the meeting proceeds to business. Thirty members present in person shall be a quorum for all purposes.
- 2.3 If within half an hour from the time appointed for the general meeting a quorum is not present, the meeting shall stand adjourned to such date, place and time as may be specified in the notice for the original meeting without the need to give any further notice to members or, if no such date, place and time is specified, to such date, place and time as the Trustees may determine in which case at least 7 clear days notice of such adjourned meeting shall be given to members. At the adjourned meeting the members present shall form a quorum for the transaction of business including the passing of Extraordinary Resolutions.
- 2.4 Any general meeting which is not an AGM (see sub-clause 2.11 and 2.12 below) is an **EGM**
- 2.5 An EGM may be called at any time by the Trustees and must be called by the Trustees on a written requisition (the "requisition") from at least one-tenth of the members of the Charity in which case the following provisions shall apply:
- (1) the requisition must state the objects of the meeting and such meeting cannot deal with any resolution not included in the objects for which the meeting is requisitioned.
 - (2) the requisition must be signed by the members requisitioning the meeting and deposited at the registered office at the Charity and may consist of several documents in like form each signed by one or more of the members requisitioning the meeting.
 - (3) the Trustees must convene the meeting within 21 days of the date of deposit of the requisition and the meeting must be held not more than 28 days after the date of the notice convening the meeting.
- 2.6 The Chairman or if the Chairman is unable or unwilling to do so, the Deputy Chairman shall preside as chairman at a general meeting but if neither the Chairman nor the Deputy Chairman be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to preside at the meeting and if there is only one Trustee present or willing to act, he shall be chairman. If no Trustee is willing to act as chairman, or if no Trustee is present within

² Article 2.2A was amended pursuant to a Special Resolution of the Charity on 15 September 2020

15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

- 2.7 The chairman may with the consent of a meeting at which a quorum is present adjourn the meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. The meeting shall be adjourned to such date, place and time as may be specified in the notice for the original meeting or if no such date, place and time is so specified to such date, place and time as the Chairman shall specify without the need in either case to give any further notice to members. The chairman of a meeting may at any time without the consent of the meeting (whether or not the meeting has commenced or a quorum is present) adjourn any meeting to another time or place or otherwise alter the arrangements thereof where it appears to him that the members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting or are otherwise unable to see, listen to and participate in the proceedings or an adjournment is otherwise necessary so that the business of the meeting may be properly or safely conducted.
- 2.8 Except where otherwise provided by these Articles or the **Act**, every issue is decided by a majority of the votes cast.
- 2.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.
- 2.10 On a show of hands and on a poll every Member who is present in person or by proxy shall have one vote.
- 2.11 The Charity must hold an **AGM** in every year which all members are entitled to attend. The first AGM must be held within 14 months after the Charity's incorporation
- 2.12 At an AGM the members:
- (1) receive the accounts of the Charity for the previous financial year
 - (2) receive the Trustees' report on the Charity's activities since the previous AGM
 - (3) accept the retirement of those **Elected Trustees** who wish to retire or who are retiring by rotation
 - (4) receive the results of the elections for new Elected Trustees
 - (5) appoint auditors for the Charity
 - (6) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
 - (7) discuss and determine any issues of policy or deal with any other business put before them.
- 2.13 At any 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 by:
- (1) the chairman of the meeting; or

- (2) (except on a resolution relating to the appointment of the chairman or the adjournment of the meeting) not less than five members present in person or by proxy and entitled to vote; or
 - (3) (except on a resolution relating to the appointment of the chairman or the adjournment of the meeting) members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 2.14 A demand for a poll may be withdrawn with the approval of the chairman of the meeting at any time before the poll is taken. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. Unless a poll is required a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 2.15 A poll demanded on the choice of a chairman shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting or the adjourned meeting at which the poll was demanded) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- 2.16 Save as expressly provided in these Articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 2.17
- (1) Amendments can be proposed to any resolution under consideration at a general meeting if they are only clerical amendments or amendments to correct some other obvious error in the resolution.
 - (2) No other amendments can be proposed to any special or extraordinary resolution.
 - (3) Amendments to an ordinary resolution which are within the scope of the resolution can be proposed if notice of the proposed amendment is delivered to the registered office at least 48 hours before the time of the meeting, or adjourned meeting, or the chairman of the meeting decides that the amendment is appropriate for consideration by the meeting.

3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- ³3.2 The number of Trustees shall be 11, all of whom must be members, appointed as follows:

³ Article 3.2 was amended pursuant to a Special Resolution of the Charity on 15 September 2020

three persons appointed by Stratford-upon-Avon Town Council (“**the Council**”) who may (but need not) be members of the Council (“**the Nominated Trustees**”);

five persons elected by secret ballot of the members, who must not be members of the Council (“**the Elected Trustees**”); and

three persons (provided that not more than two can be members of the Council), having skills, knowledge, qualifications or experience of special value to the Charity, appointed by resolution of the Trustees (“**the Co-opted Trustees**”). An existing Co-opted Trustee who has been proposed for reappointment as a Co-opted Trustee shall not be entitled to vote upon the resolution regarding his or her re-appointment.

3.3 (i) Every appointment of a Trustee is for a term of four years from the date of their appointment, or election, subject in every case to earlier termination under Article 3.5. Each Trustee shall be eligible for re-appointment or re-election for one further consecutive term of four years after serving the first term of four years.

(ii) Thereafter, after ceasing to be a Trustee for a minimum of one full term of office of four years, a Trustee who has previously served two terms of office may be re-appointed or re-elected for up to a further two terms. Upon expiry of those further terms, the relevant Trustee will not be eligible for re-appointment or re-election. If a Trustee does not serve two terms of office consecutively such Trustee will nonetheless be eligible for re-appointment or re-election for no more than four terms in total.

3.4 Every Trustee following his or her appointment or election, whether or not he or she has previously been a Trustee, must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees

3.5 A Trustee's term of office automatically terminates if he or she:

- (1) is disqualified under the Charities Act 1993 from acting as a charity trustee
- (2) is incapable, whether mentally or physically, of managing his or her own affairs
- (3) fails to attend any properly constituted meetings of the Trustees for a period of three months without justifiable cause and a majority of the other Trustees resolve to remove that Trustee from office. The Trustees shall determine a procedure to ensure that there is a fair and impartial consideration of the circumstances in any such case
- (4) ceases to be a member (but such a person if qualified to be a member may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
- (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office) or
- (6) is removed on the basis that the Trustee's conduct has been Seriously Prejudicial to the Charity by a resolution passed by at least 75% of the Trustees at a meeting of the Trustees at which there must be at least 8 Trustees present in person after the meeting has invited the views of the Trustee concerned and considered the matter in light of any such views or

- ⁴(7) is removed by resolution passed by a simple majority 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 or
- (8) in the case of an Elected Trustee, becomes a member of the Council.
- 3.6 Unplanned vacancies may be filled by resolution of the remaining Trustees, but
- (1) a Trustee who is appointed to fill an unplanned vacancy in the office of Elected Trustee must not be a member of the Council, and
- (2) any Trustee appointed to fill an unplanned vacancy holds office only until the end of the term of the Trustee whom he or she replaces.
- 3.7 If a Trustee filling an unplanned vacancy pursuant to Article 3.6 above serves for a period of two years or over, that Trustee shall be deemed to have served one term of office. If a Trustee filling an unplanned vacancy serves for a period of up to two years that Trustee shall not be deemed to have served a term of office.
- 3.8 Notwithstanding the provisions of Article 3.3 above, Trustees in office on 3 July 2014 shall be permitted to complete their current term of office. If, upon completion of that term of office, they will have already served four or more terms as a Trustee of the Charity, they shall not be permitted to be re-appointed or stand for re-election.
- 3.9 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.

4. Intentionally Deleted

5. Proceedings of Trustees

- 5.1 The Trustees must hold at least three meetings each financial year.
- 5.2 A quorum at a meeting of the Trustees shall be any seven Trustees.
- 5.3 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.
- 5.4 In exceptional circumstances (for example, but not by way of limitation, due to long term sickness or hospitalisation), a Trustee may appoint by notice in writing to the Trustees (such notice to be in such form as the Trustees may determine and be signed by the appointor), another Trustee to act as his or her alternate and to act upon his or her behalf at a Board meeting of the Trustees An alternate so appointed shall, in addition to the vote they have as a Trustee, also have the right to exercise the vote of the appointor An Alternate may only be appointed on a meeting by meeting basis The decision of the Trustees attending the meeting shall be final as to what constitutes exceptional circumstances.
- 5.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present and voting presides at each meeting.
- 5.6 Every issue may be determined by a simple majority of the votes cast at a meeting but

⁴ Article 3.5(7) was amended pursuant to a Special Resolution of the Charity on 14 September 2022

a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and 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).

- 5.7 Save for the Chairman of the meeting, who has a second or casting vote, and save as stated in Article 5.4, every Trustee has one vote on each issue.
- 5.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. Powers of Trustees

The Trustees have the following powers in the administration of the Charity:

- 6.1 to appoint (and remove) a secretary (who may be a Trustee but if so must be unpaid) to act as Secretary to the Charity in accordance with the Act.
- 6.2 to appoint a Chairman, Treasurer and other unpaid officers from among their number.
- 6.3 to delegate any of their functions to committees consisting of three or more individuals appointed by them (but a majority of every committee must be Trustees (save for the audit committee of the Charity which shall comprise two external appointees and two Trustees) and all proceedings of committees must be reported promptly to the Trustees).
- 6.4 to make Standing Orders consistent with the **Memorandum, these Articles** and the Act to govern proceedings at general meetings.
- 6.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees.
- 6.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the conduct of elections for Elected Trustees, the operation of bank accounts and otherwise for the administration of the Charity and the use of its seal (if any).
- 6.7 to establish procedures to assist the resolution of disputes within the Charity.
- 6.8 to exercise any powers of the Charity which are not reserved to a general meeting.

7. Records and Accounts

- 7.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commissioners of:
 - (1) annual reports
 - (2) annual returns
 - (3) annual statements of account.
- 7.2 The Trustees must keep proper records of:
 - (1) all proceedings at general meetings
 - (2) all proceedings at meetings of the Trustees

- (3) all reports of committees
- (4) all professional advice obtained.

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

7.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

7.5 **Circulation of documents**

7.5.1 This Article applies to every copy of the annual accounts to be laid before the members at a general meeting and any other document which is required by law to be comprised therein or attached or annexed thereto.

7.5.2 Copies of the documents set out in Article 7.5.1 must be made available to the Charity's members and all other people to whom the Articles, or the Act, may so require. This must be done at least 21 days before the relevant general meeting. The Charity need not make these documents available to any person for whom the Charity does not have a current address but any member to whom a copy of such documents or any substitute permitted by the Act has not been made available shall be entitled to receive a copy free of charge on application to the registered office.

For these purposes "made available" means being sent by post or any other means permitted by the legislation (including by electronic communications or by making them available on a website).

8. Notices

8.1 Any notice or document may be served on or delivered to any member by the Charity either personally or by sending it through the post in a prepaid cover addressed to such member at his registered address or, subject to the **Act**, electronically to an electronic address or facsimile number notified to the Charity by the member for this purpose or by publication in any suitable journal or newspaper circulating in the Town or any newsletter distributed by the Charity. Where a notice or other document is sent by post, delivery shall be deemed to be effected at the expiration of twenty-four hours (or, where second-class mail is employed, forty-eight hours) after the time when the cover containing the same is posted and in proving such delivery it shall be sufficient to prove that such cover was properly addressed, stamped and posted. Where a notice or other document is delivered by hand to the relevant address or handed to a member personally, or published in a journal, newspaper or newsletter, delivery is deemed to be effected on the day of delivery or publication. Where a notice or document is sent electronically service or delivery is deemed to be effected at the time of transmission and in proving such service or delivery it shall be sufficient to show the sender's equipment indicates successful transmission. The accidental failure to send, or the non-receipt by any person entitled to any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding. Any notice or other document may be served or delivered by the Charity by reference to the register of members as it stands at any time not more than 15 days before the date of service or delivery. Any change after that date shall not invalidate that service or delivery.

8.2 Subject to the **Act** and Article 8.1 above, the Charity may also send any notice or other

document pursuant to these Articles to a member by publishing that notice or other document on a website where:

- (a) the Charity and the member have agreed to him having access to the notice or document on a website (instead of it being sent to him);
- (b) the notice or document is one to which that agreement applies;
- (c) the member is notified, in a manner for the time being agreed between him and the Charity for the purpose, of:
 - (i) the publication of the notice or document on a website;
 - (ii) the address of that website; and
 - (iii) the place on that website where the notice or document may be accessed, and how it may be accessed;
- (d) the notice or document is published on that website throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting to which it relates, and provided that, if the notice or document is published on that website for a part, but not all of, the publication period, the notice or document shall be treated as being published throughout that period if the failure to publish that notice or document throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Charity to prevent or avoid; and
- (e) a notice treated in accordance with this Article as sent to any person is to be treated as so sent at the time of the notification mentioned in Article 8.2(c).

8.3 If on two consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Charity until he shall have communicated with the Charity and supplied in writing a new registered address.

9. Proxies

A proxy need not be a member of the Charity.

10. Appointing proxies

10.1 A proxy shall be appointed in writing, in any form specified by the Trustees, and signed by the Member or his or her attorney.

10.2 Where a proxy appointment (“proxy appointment”) is signed by an attorney, the power of attorney or a certified copy of it must be lodged with the proxy appointment pursuant to Article 11, or it may be treated as invalid.

10.3 Subject to the Act, a proxy appointment may be delivered electronically to an electronic address or facsimile number designated by the Charity. In this case a proxy appointment need not be signed or be in writing.

11. Time for delivery of proxies

- 11.1 A proxy appointment must be delivered in the manner specified in any document accompanying the notice convening the meeting. If no manner is specified, it must be delivered to the registered office of the Charity not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall be invalid. This is provided that a proxy for a poll not to be taken on the same day as a meeting but less than forty-eight hours thereafter shall be treated as valid if delivered to the Chairman of the meeting at any time before the poll is taken.
- 11.2 The proxy appointment shall be valid as well for any adjournment of the meeting. An appointment may be revoked in writing or, if the Trustees so permit, by electronic mail not less than forty-eight hours prior to the start of a meeting.

12. Right of proxy to demand a poll

A proxy appointment shall include the right to demand a poll.

13. Death or insanity of member

- 13.1 A vote cast or demand for a poll made by proxy shall not be invalidated by the previous death or insanity of the appointing Member nor (subject as provided in Article 11) by the revocation of the proxy appointment or of the authority for it.
- 13.2 This is provided that no intimation in writing of death, insanity or revocation shall have been received by the Charity at the place at which a proxy appointment must be delivered in accordance with Article 11, subject as otherwise provided in these Articles, at least one hour before the start of the meeting or adjourned meeting or (with a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

14. Dissolution

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

⁵15. Interpretation

In the Memorandum and in these Articles:

- 15.1 'the Act' means the Companies Act 1985, as amended restated or re-enacted (including pursuant to the Companies Act 2006) from time to time

'AGM' means an annual general meeting of the Charity

'these Articles' means these articles of association

'beneficiaries' means those living in the Town of Stratford-upon-Avon and also those studying or working there

'Chairman' means the chairman of the Trustees

⁵ Article 15 was amended pursuant to a Special Resolution of the Charity on 15 September 2020

'the Charity' means the company governed by these Articles

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993

'clear days' in relation to a period of notice means the period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect

'the Commission' means the Charity Commissioners for England and Wales

'Co-opted Trustee' means the Trustee appointed by resolution of the Nominated Trustees and the Elected Trustees

'the Council' means Stratford-upon-Avon Town Council

'Deputy Chairman' means the deputy chairman of the Trustees

'EGM' means an extraordinary general meeting of the Charity

'Elected Trustees' means the Trustees elected by the members

'financial expert' means an individual, company or firm who is an authorised person within the meaning of the Financial Services and Markets Act 2000

'material benefit' means a benefit which may not be financial but has a monetary value

'member' and 'membership' refer to membership of the Charity

'Memorandum' means the Charity's Memorandum of Association

'month' means calendar month

'Nominated Trustees' means Trustees appointed by the Council

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum

'Secretary' means the Secretary of the Charity

'Seriously Prejudicial' means conduct, behaviour, acts or omissions which are seriously damaging to the interests, activities and/or operations of the Charity

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds in such manner as to give rise to a liability to tax

'the Town' means the town of Stratford-upon-Avon in Warwickshire, England which, for the avoidance of doubt, is the civil parish of Stratford-upon-Avon comprising the electoral wards of Avenue, Bishopton, Bridgetown, Clopton, Guildhall, Hathaway, Shoterly, Tiddington and Welcombe

'Trustee' means a director of the Charity and 'the Trustees' means all the Directors

'written or in writing' means written or produced by any substitute for writing or partly one and partly another

'year' means calendar year

- 15.2 Expressions defined in the Act have the same meaning.
- 15.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.