

ARTICLES OF ASSOCIATION

OF

LONDON FUNDERS

(as adopted by a special resolution passed at a general meeting on 6 December 2022)

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Charity number: 1116201

THE COMPANIES ACT 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

LONDON FUNDERS (“Charity”)

1. Meaning of Words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

| 1.2 Words | Meanings |
|--------------------|---|
| Act | the Companies Acts (as defined in s.2 Companies Act 2006) in so far as they apply to the Charity; |
| Articles | these Articles of Association; |
| Associates | as defined in Article 15; |
| Board | the board of Trustees of the Charity, the members of which are the company directors and charity trustees; |
| Chair | the Chair of the Board or any person discharging the functions of the Chair; |
| Charities | means organisations which are established for exclusively charitable purposes in accordance with the law of England and Wales; |
| Charities Act | the Charities Acts 2011; |
| Charity | the company regulated by these Articles; |
| Charity Commission | the Charity Commission for England and Wales; |
| Clear Days | in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates; |

| | |
|----------------------|---|
| Funding Organisation | an organisation which has among its purposes or powers the funding and support of the voluntary sector; |
| Indemnity Insurance | insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty; |
| Month | calendar month; |
| Objects | the Objects of the Charity as defined in Article 3; |
| Office | the registered office of the Charity; |
| Regulations | any rules, standing orders or regulations made in accordance with these Articles; |
| Signed | shall include such forms of authentication that are permitted by law; |
| Taxable Trading | carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax; |
| Trustees | the directors of the Charity; |
| United Kingdom | Great Britain and Northern Ireland; and |
| in 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. |

1.3 In these Articles:

- 1.3.1 The words “person” or “people” includes other charities, including charitable incorporated organisations, royal charter corporations, companies, trusts, societies or associations, government departments or statutory authorities and other individuals, corporations, partnerships or other incorporated or unincorporated bodies.
- 1.3.2 Apart from the words defined above, any words or expressions defined in the Act, or the Charities Act, will have the same meanings in these Articles, provided they are consistent with the subject or context.
- 1.3.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.3.4 The words “include(s)”, “including” or “in particular” are deemed to have the words “without limitation” following them. Where the context permits, the

words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.

1.3.5 References to a gender shall include all genders.

2. Registered Office

2.1 The registered office of the Charity will be in England and Wales.

3. Objects of the Charity

3.1 The objects of the Charity (the “Objects”) are for the benefit of the public and particularly to improve the conditions of life of people who live and work in Greater London by:

3.1.1 the advancement of citizenship and community development, particularly by:

(a) promoting the Voluntary and Community Sector;

(b) providing advice and information particularly on funding and social investment opportunities to facilitate co-operation and collaboration between the Voluntary and Community Sector and funding organisations;

(c) providing resources and funding to the Voluntary and Community Sector;

3.1.2 the advancement of education, particularly by:

(a) providing training and information to,

(b) facilitating the exchange of information, knowledge and experience between,

the Voluntary and Community Sector and funding organisations to enable funding organisations to provide support and funding to the Voluntary and Community Sector more effectively.

For the purposes of the Objects “Voluntary and Community Sector” means:

(i) charities which are organisations established for any exclusively charitable purposes in accordance with the laws of England and Wales; and

(ii) organisations established for purposes that provide benefit to the public, or a significant section of the public, where they conduct any activities which further any charitable purpose;

in each case where their activities are primarily but not exclusively based in Greater London and improve the conditions of life for people who live and work in Greater London.

4. Powers of the Charity

4.1 The Charity has the following powers which may be used only to promote the Objects:-

- 4.1.1 to buy, take or lease, share, hire or otherwise acquire property of any sort;
- 4.1.2 to sell, lease, or otherwise dispose of all or any part of the property belonging to the Charity but in exercise of this power the Charity must comply as appropriate with Sections 117 to 123 of the Charities Act;
- 4.1.3 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of money borrowed, grant given or any other obligation but the Charity must comply as appropriate with Sections 124 to 126 of the Charities Act if it wishes to mortgage;
- 4.1.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- 4.1.5 to employ and pay any employees, officers, servants and professional or other advisers;
- 4.1.6 subject to any restrictions in the Charities Act, to raise funds and borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including, carrying on trade but not by means of Taxable Trading;
- 4.1.7 to give or receive any guarantees or indemnities;
- 4.1.8 to promote or undertake study or research and disseminate the useful results of such research;
- 4.1.9 to produce, print and publish anything in any media;
- 4.1.10 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance, grants, scholarships, awards or materials in kind;
- 4.1.11 to promote and advertise the Charity's activities;
- 4.1.12 to make social investments in pursuant of the Objects by any means
- 4.1.13 to invest any money that the Charity does not immediately need in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- 4.1.14 to undertake any charitable trust;
- 4.1.15 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- 4.1.16 to establish, promote and otherwise assist any limited company or companies or other body for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish such limited company or companies or other body either as wholly owned subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription

on commercial terms provided that the Charity shall seek professional legal advice before financing such companies;

- 4.1.17 to establish, support, merge, federate with or join or amalgamate with any charitable companies, institutions, trusts, societies or associations whose objects are the same as or similar to its own;
- 4.1.18 to transfer to or to purchase or otherwise acquire from any of the charities, institutions, societies or associations with which the Charity is authorised to join any property, assets or liabilities, and to perform any of their engagements;
- 4.1.19 to open and operate banking accounts and other banking facilities;
- 4.1.20 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- 4.1.21 to enter into any arrangements with any governments, authorities or any person, company or association;
- 4.1.22 to insure any risks arising from the Charity's activities;
- 4.1.23
 - (a) To purchase indemnity insurance out of the funds of the Charity to indemnify any of the Trustees against any personal liability in respect of:
 - (i) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Charity;
 - (ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Charity or of any body corporate carrying on any activities on behalf of the Charity; and
 - (iii) any liability to make contributions to the assets of the Charity in accordance with section 214 of the Insolvency Act 1986.
 - (b) Subject to clause 4.1.23(d) below, any insurance in the case of 4.1.23(a)(i) or 4.1.23(a)(ii) must be so framed as to exclude the provision of an indemnity for a person in respect of:
 - (i) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - (ii) any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; and

- (iii) any liability incurred by a Trustee to the Charity that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the best interests of the Charity or not.
 - (c) Subject to clause 4.1.23(d) below any insurance in the case of 4.1.23(a)(iii) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation; and
 - (d) To purchase out of the funds of the Charity any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time.
- 4.1.24 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that:-

- (i) the Managers are properly authorised to carry on investment business;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Charity;
 - (iii) the Managers are under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;
 - (iv) the Charity is entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (v) the Charity is bound to review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation;
- 4.1.25 to permit any investments belonging to the Charity to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;
- 4.1.26 to make social investments in accordance with Part 14 A of the Charities Act;
- 4.1.27 to invest in any investments, securities or properties;

4.1.28 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;

4.1.29 to do anything else within the law which helps promote the Objects.

5. Use of income and property

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Charity or Trustees, and no Trustee may be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as shown below under "Allowed Payments".

6. Allowed Payments

6.1 The Charity may pay:-

6.1.1 reasonable and proper payment to any member, officer, servant, employee, professional or other adviser of the Charity who is not a Trustee for any goods or services supplied to the Charity;

Payments for services and goods connected to those services

6.1.2 reasonable and proper remuneration of a Trustee for services actually rendered to the Charity or a subsidiary of the Charity (save for services rendered in his capacity as a Trustee) and for goods that are supplied in connection with the provision of those services, PROVIDED THAT:-

- (a) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Board of Trustees;
- (b) no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;
- (c) such Trustee shall not vote on any resolutions relating to his engagement by the Charity or a subsidiary (as defined in the Act) of the Charity;
- (d) the remuneration or maximum remuneration payable to the Trustee shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Charity; and
- (e) the Trustees are satisfied it is in the best interests of the Charity for the services to be provided by that Trustee to the Charity or on behalf of the Charity for the remuneration or maximum remuneration agreed.

Payments for goods not supplied in connection with services

6.1.3 reasonable and proper payment for goods supplied by a Trustee that are not supplied in connection with services actually rendered to the Charity or a subsidiary of the Charity PROVIDED THAT:-

- (a) the amount or maximum amount of the payment for the goods is set out in a written agreement between the relevant Trustee and the Charity under which that Trustee is to supply the goods to [or on behalf of] the Charity;
- (b) the amount or maximum amount does not exceed what is reasonable in the circumstances for the supply of goods in question;
- (c) the other Trustees are satisfied it is in the best interests of the Charity to contract with that Trustee rather than with someone else who is not a Trustee. In reaching such a decision the Trustees must balance the advantage of contracting with a Trustee against the disadvantages of doing so;
- (d) the relevant Trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into such a contract with that Trustee;
- (e) the relevant Trustee does not vote on any such matter and is not counted in the quorum for that decision; and
- (f) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised in Articles 6.1.2, 6.1.3, 6.1.4, 6.1.7, 6.1.10, or 6.1.11.

6.1.4 reasonable interest on the money lent by any Trustee;

6.1.5 reasonable out-of-pocket expenses to any Trustee;

6.1.6 reasonable and proper payment to a company of which a member of the Charity or a Trustee holds not more than a hundredth of the capital;

6.1.7 reasonable and proper rent of premises demised or let by any Trustee;

6.1.8 to the extent permitted by law, reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article 4.1.23 above;

6.1.9 any payment to a Trustee under the indemnity provisions in the Articles of Association;

6.1.10 a Trustee to be employed by, or receive any remuneration from the Charity which is not authorised in this Article 6, provided the remuneration is authorised by court or the Charity Commission; and

6.1.11 in exceptional cases other payments or benefits but only with the prior written approval of court or the Charity Commission.

PROVIDED THAT no Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

For the purposes of this Article 6 Trustee shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his partner.

A payment to a Trustee includes the payment to or the engagement of or remuneration of any firm or company in which the Trustee is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1 per cent. of the issued capital.

7. Alterations to these Articles

7.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a general meeting or by a written special resolution. A special resolution will be validly passed at a general meeting if the Charity gives the members at least 14 Clear Days' notice of the intention to pass a special resolution at the meeting and at least 75 per cent of those voting at the meeting vote in favour of the resolution. Such a special resolution may be passed on shorter notice if 90 per cent of the total number of members having the right to vote agree to such short notice.

7.2 Alterations may only be made to:

7.2.1 the Objects; or

7.2.2 to any provision in these Articles which directs the application of property on dissolution; or

7.2.3 to any provision in these Articles which gives Trustees any benefit,

with the Charity Commission's prior written consent where this is required by law.

7.3 The Charity shall inform the Charity Commission and Companies House of any alterations to these Articles of Association and all future copies of these Articles of Association issued must contain the alterations.

7.4 Alterations may also require the consent of other bodies.

8. Limited Liability

8.1 The liability of the members is limited.

9. Guarantee by Members of the Charity

9.1 Every member of the Charity agrees to contribute to the Charity £1 or any smaller amount required if:-

9.1.1 the Charity is wound-up while he or she is a member or within a year afterwards; and

9.1.2 the Charity has debts and liabilities which it cannot meet out of its assets.

10. Indemnity of Trustees

- 10.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Charity shall indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or other officer save that no Trustee may be entitled to be indemnified:
- 10.1.1 for any liability incurred by him to the Charity or any associated company of the Charity (as defined by the Act for these purposes);
 - 10.1.2 for any fine imposed in criminal proceedings;
 - 10.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
 - 10.1.4 for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;
 - 10.1.5 for any liability which he has incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against him; and
 - 10.1.6 for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.
- 10.2 To the extent permitted by law from time to time, the Charity shall provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or officer, provided that he will be obliged to repay such amounts no later than:
- 10.2.1 if he is convicted in proceedings, the date when the conviction becomes final; or
 - 10.2.2 if judgment is given against him in proceedings, the date when the judgment becomes final; or
 - 10.2.3 if the court refuses to grant him relief on any application under the Act, the date when refusal becomes final.

11. Conflicts of Interest

- 11.1 To the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction.
- 11.2 Where the duty of an Trustee to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Charity including a wish or duty to exploit any property, information

or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed:

- 11.2.1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them; and
 - 11.2.2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee, subject to Articles 11.3 and 11.4; and
 - 11.2.3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted, subject to Articles 11.3 and 11.4.
- 11.3 In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Trustees present at the meeting to constitute a quorum, the unconflicted Trustees present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 11.2 and the manner of dealing with the conflict, provided that:
- 11.3.1 they may only give such authorisation where they are satisfied that the conflicted Trustee or Trustees will not receive any direct or indirect benefit other than one permitted by these Articles; and
 - 11.3.2 the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board.
- 11.4 In the event that all of the Trustees present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Trustees present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 11.3.1 and 11.3.2 above.
- 11.5 The duty to deal with conflicts referred to in Article 11.2 applies in the case of the exploitation of property, information or opportunity even if the Charity is not taking, or could not take, advantage of the opportunity.
- 11.6 The Trustees shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest.
- 11.7 The Board may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee.
- 11.8 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.

12. Rights of Inspection

- 12.1 The register must be made available for inspection:
 - 12.1.1 by any member without charge; and

- 12.1.2 by any other person within five working days of receiving a request that is for a proper purpose in accordance with the Act, and subject to the payment of a fee at a level that is permitted by law.
- 12.2 A copy of these Articles of Association and any Regulations must be available for inspection by the members of the Charity at the Office or at a single alternative inspection location if applicable. Any member who requests a copy of these Articles of Association must be sent a copy.

13. Register of Members

- 13.1 The Charity must keep at the Office a register of members showing their name, postal address and dates of becoming a member and ceasing to be a member.
- 13.2 Subject to any restrictions permitted by the Act, the register is available for inspection by the members of the Charity without charge and any other person on payment of a fee prescribed by the Charity, subject to any maximum fee imposed by law. Subject to the Act, where a person seeks to inspect the register, the Charity must within five working days either comply with the request or apply to the Court for permission not to comply with the request.
- 13.3 All members must pay the subscriptions (if any) that the Board decides from time to time. The Board may fix differing rates for subscriptions for different members or categories of members.

14. Members

- 14.1 The number of members of the Charity is unlimited.
- 14.2 Members may be:-
- 14.2.1 Any individuals aged 18 or over whom the Board decides to admit to membership.
- 14.2.2 Any organisations, whether incorporated or unincorporated which the Board decides to admit to membership.

The Trustees may determine criteria for membership but are not obliged to admit any person satisfying such criteria as members and may decline in their absolute discretion any person's application and need not give reasons for such decision.

- 14.3 A member which is an organisation must, if asked, give a copy of its constitution to the Charity.
- 14.4 Each member which is an organisation has the right to appoint one representative. At any time by giving notice in Writing to the Charity, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Charity's request. The representative has the right to attend and to vote at general meetings of the Charity and any vote given shall be valid unless prior to the vote the Charity receives written notice ending the representative's authority.
- 14.5 Members which are organisations stop being members in the same way as individual members stop being members.

14.6 The Board may delegate the power to admit members.

15. Associates

15.1 The Board may from time to time admit:

15.1.1 Any individuals aged 18 or over whom the Board decides to admit as Associates.

15.1.2 Any organisations which the Board decides to admit as Associates.

15.2 An Associate shall not be a member for the purposes of company law.

15.3 Associates must pay the subscriptions (if any) that the Board decides from time to time.

16. No transfer of Membership

16.1 None of the rights of any member of the Charity may be transferred or transmitted to any other person or organisation.

17. Ending of Membership

17.1 A member stops being a member of the Charity if:

17.1.1 the member resigns from membership by giving notice in Writing to the Charity; or

17.1.2 membership is ended under Article 18; or

17.1.3 the member's subscription (if any) remains unpaid six months after it is due and the Board resolves to end that member's membership; or

17.1.4 the member fails to respond in writing within 60 days of being sent a notice in writing requesting confirmation that they wish to remain a member and the Board resolves to end membership. The notice must contain a warning that membership may be ended.

17.1.5 The member dies, or in the case of a member organisation if the organisation ceases to function or is wound up.

18. Removal from Membership

18.1 The Board may suspend the rights of any member by giving the member notice in writing of the suspension.

18.2 Within 28 days of receiving that notice the member can appeal in writing to the Charity against the suspension. If no appeal is received within the time limit, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the Board or a committee appointed by the Board. The member has the right to be heard at the meeting or may make written representations. The meeting must either confirm the suspension, in which case membership ends, or lift the suspension.

19. General Meetings

- 19.1 Each year, the Charity must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it.

20. Other General Meetings

- 20.1 All general meetings except annual general meetings are called general meetings.

21. Calling of Other General Meetings

- 21.1 The Board may call a general meeting whenever they wish. Such a meeting must also be called if not less than five per cent of the members of the Charity request it in accordance with the Act.

22. Notice of General Meetings

- 22.1 An annual general meeting or a general meeting must be called by giving at least 14 Clear Days' notice in Writing (for the purposes of this Article "in Writing" includes notice given by website in accordance with Article 62.8). Such notices must specify the place (unless it is an electronic only meeting), date, time and the general nature of any business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the members of their right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles. A meeting may be held on shorter notice if it is agreed by not less than 90 per cent of the members entitled to attend and vote at it.

23. Quorum

- 23.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is ten members present in person or by proxy, or one tenth of the members present in person or by proxy, whichever is the greater.
- 23.2 If an electronic meeting is to be held or members are given the option to access the meeting electronically, a person shall also be considered present if they have electronically accessed the meeting, are able to hear the chairman of the meeting speak and have the ability to vote on any resolutions at the meeting.

24. Adjournment if no Quorum

- 24.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place (unless it is an electronic only meeting) as the Board may decide. Articles 26.2 and 26.3 shall apply to such an adjourned meeting.
- 24.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

25. Chairman of a General Meeting

- 25.1 The Chair (if any) of the Board should normally preside as chairman at every general meeting of the Charity. If there is no Chair, or if he is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board shall select the chairman of the meeting and in default the members at the meeting shall select a chairman.

26. Adjournment of a General Meeting

- 26.1 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.
- 26.2 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 26.3 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

27. Amendments to resolutions

- 27.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 27.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 27.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 27.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 27.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is or is not permissible, the chairman's error does not invalidate the vote on that resolution.

28. Voting on Resolutions

- 28.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands by members unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the chairman of the meeting or a member, save that no poll may be demanded on the election of a chairman of a meeting or on any question of adjournment. Members may vote by proxy.
- 28.2 Members may appoint a proxy who need not be a member of the Charity. The proxy may be appointed by the member to exercise all or any of the member's rights to attend, speak, vote and demand a poll at a meeting of the Charity.

29. Proxies

29.1 A person holding a proxy may vote on any resolution.

29.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Board may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or at such other place or with such other person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).

29.3 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).

29.4 A proxy in the following form will be acceptable:

“I
of
a member of London Funders
hereby appoint the Chair of the Charity or if he is not present the chairman of the Meeting*

.....

as my proxy to vote for me on my behalf at the [annual] general meeting of the Charity to be held on the _____ day of _____ and any adjournment thereof.

Signed on the _____ day of _____ .”

****If you do not wish to appoint the Chair or the chairman of the meeting, please delete the reference to the Chair/chairman of the meeting and insert the name and address of your appointee in the space that follows.***

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

30. Postal or Electronic Voting

30.1 If the Board decides to hold a postal or electronic ballot:

- 30.1.1 members must be informed of the method and time limits for submitting nominations not less than 63 Clear Days before the relevant general meeting. Such notice may be in any communication including a publication sent to members;
- 30.1.2 nominations Signed by a member must be submitted in Writing to the Charity no later than 42 Clear Days before the date of the relevant general meeting;
- 30.1.3 ballot papers or directions for electronic voting shall be sent to all the members of the Charity no later than 21 Clear Days before the date of the relevant general meeting;
- 30.1.4 the ballot papers or directions for electronic voting shall include details of the deadline by which ballots must be returned to the Charity or electronic votes cast and shall inform the members that they have the choice as to whether to cast their votes electronically or by post;
- 30.1.5 the counting of the ballots will take place at or prior to the relevant general meeting but after the deadline referred to in 30.1.4 above;
- 30.1.6 the election of Trustees shall be carried by a simple majority of the votes cast and in case of equality of votes the Chair shall decide between those candidates by lot, and proceed as if the candidate on whom the lot falls had received an additional vote; and
- 30.1.7 if the vote of any member voting by post or electronically is uncertain or spoilt, or if doubt arises as to the intention of the member so voting the Chair shall have an absolute discretion to reject the vote.

31. Declaration of chairman is final

- 31.1 Unless a poll is demanded, the chairman of the meeting's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.
- 31.2 The demand for a poll may be withdrawn.

32. When a poll is taken

- 32.1 Polls will be taken whenever the chairman of the meeting says so. Business which is not the subject of a poll may be dealt with before, during or after the poll.
- 32.2 The chairman of the meeting will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

33. Voting and Speaking

- 33.1 Every member including the Chair has one vote. If the votes are level, the Chair has a casting vote.
- 33.2 The auditor or reporting accountant has the right to attend and speak.

34. Electronic Meetings

- 34.1 The Board may decide to hold a general meeting including an annual general meeting as a physical meeting, an electronic meeting (virtual meeting) or a combination of the two (a hybrid meeting).
- 34.2 Where electronic access to a general meeting is permitted the access must be via suitable electronic means agreed by the Board, and members accessing the meeting electronically must be able to hear the chair of the meeting speak in order to form part of the quorum and have the ability to vote on any resolutions at or before the meeting.
- 34.3 Where an electronic only meeting is to be called the Charity shall not be required to specify in the notice of the general meeting the place of the meeting, but it must provide sufficient information to allow members to access the meeting.
- 34.4 If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable to hold (i) the physical meeting at the declared place or (ii) the electronic meeting on the electronic platform specified in the notice, and/or at the specified date and/or time, or the Board decides that it is more appropriate, it may change the place and/or electronic platform and/or postpone the date and/or time at which the meeting is to be held. If such decision is made, the Board may then change the place and/or the electronic platform and/or postpone the date and/or time again if it decides that it is reasonable to do so.
- 34.5 All resolutions put to the members at electronic general meetings and hybrid general meetings shall be voted on by a poll. Such poll votes may be cast by such electronic or other means as the Board in its sole discretion deems appropriate for the purposes of the meeting.
- 34.6 All other provisions set out in these Articles in respect of the calling and holding of the general meeting, to include but not limited to, the quorum for the meeting, proxy voting, chairing of the meeting and the procedures to be followed at electronic only or hybrid meetings shall still apply save as amended by Article 34.
- 34.7 If a member, due to technological failings, is unable to attend a general meeting electronically or is only able to attend part of the general meeting, this shall not invalidate the meeting. The chair of the meeting shall however have the discretion to adjourn the hybrid or electronic meeting if such technological failings in their opinion substantially affect the holding of the meeting. All business conducted at the general meeting up to the time of adjournment shall be valid. If the meeting is so adjourned the Board shall determine the new date for the meeting.
- 34.8 The Board may make any arrangement and impose any requirement or restriction as is necessary to ensure the identification of those taking part in any electronic or hybrid general meeting and the security of the electronic communication and which is proportionate to those objectives. In this respect the Board is able to authorise any voting application, system or facility for electronic meetings as it sees fit.
- 34.9 The Board may take reasonable measures and may make such Regulations as it deems necessary, relating to the holding of electronic and hybrid general meetings from time to time. Such Regulations may include, but are not limited to including,

provisions relating to etiquette and communication in meetings and voting in meetings.

35. Written Agreement to Resolution

35.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

35.1.1 it must be in Writing;

35.1.2 in the case of a special resolution it must be stated on the resolution that it is a special resolution, and it must be Signed by at least 75 per cent of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

35.1.3 in the case of an ordinary resolution it must be Signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

35.1.4 it may consist of two or more documents in identical form Signed by members; and

35.1.5 the passing of the resolution must comply with any other requirements of the law from time to time.

35.2 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

35.3 A written resolution passed in accordance with this Article 34 has effect as if passed by the Charity in general meeting.

36. Defect in appointment of a member

36.1 A technical defect in the appointment of a member of which the members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

37. Management by the Board

37.1 The business of the Charity is managed by the Board. They may pay all the expenses of promoting and registering the Charity. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a general meeting of the Charity.

38. The Keeping of Minutes

38.1 The Board must have minutes entered in the minute books:-

38.1.1 of all appointments of officers by the Board;

38.1.2 of the names of the Trustees present at each of its meetings and of any committee of the Board; and

38.1.3 of all resolutions and proceedings at all meetings of:

- (a) The members;
- (b) The Board; and
- (c) Committees of the Board.

39. The Make-up of the Board

39.1 The Board consists of:-

39.1.1 not less than three nor more than twelve persons elected by the members of the Charity; and

39.1.2 not more than three additional individuals co-opted at any time by the Board. A co-optee is not required to be a member.

39.2 No-one may be elected a Trustee or an officer at any annual general meeting unless prior to the meeting the Charity is given a notice that:

39.2.1 is signed by a member entitled to vote at the meeting;

39.2.2 states the member's intention to propose the appointment of a person as an Trustee or as an officer;

39.2.3 is signed by the person who is to be proposed to show his or her willingness to be appointed.

39.3 In voting for Trustees, members shall be mindful of the advantages in having an Board whose membership is:

39.3.1 balanced between representatives of funders of different sizes, types and geographical locations;

39.3.2 inclusive of people with disabilities and as regards gender and sexual orientation and age; and

39.3.3 diverse as regards ethnic, cultural and religious background.

In order to assist members in voting, nominees shall be invited to supply such information as they may consider relevant for the above purposes.

40. Retirement of members of the Board

40.1 At the third annual general meeting after their election the Trustees elected shall retire but all are eligible for re-election provided that no Trustee may serve for a period of more than nine years without a period of a year out of office.

41. Change in composition of the Board

41.1 The composition and number of the Board may be varied but not reduced below three. Variation can only be by a special resolution approved by a general meeting by a 75% vote in favour of such change of the members entitled to vote at the meeting.

42. Notification of change of Trustees to the Registrar of Companies

42.1 All appointments, retirements or removals of Trustees and the Company Secretary (if appointed) must be notified to the Registrar of Companies.

43. Filling vacancies in the Board and Co-option

43.1 The Board can appoint anyone to fill a vacancy in the membership of the Board. They will hold office until the next annual general meeting where they may be elected by the members.

43.2 The Board may also co-opt up to three additional persons on to the Board at any time in excess of the maximum number of Trustees set out at Article 39.1 who shall hold office until the next annual general meeting unless they cease to be a Trustee by virtue of Article 44 or Article 45. Co-opted Trustees may be removed by the Board at any time and may not be co-opted more than nine times. In the event that a co-opted Trustee goes on to be elected by the members, for the purposes of maximum term of office referred to in Article 40 his initial appointment shall be the date on which he was first co-opted.

43.3 Such appointees or co-optees may vote at meetings of the Board.

44. Ending of Board Membership

44.1 An Trustee ceases to hold office if he or she:-

44.1.1 becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

44.1.2 becomes barred from membership of the Board because of any order made under the Act, the Company Directors Disqualification Act 1986 (or any regulatory made under it) or by virtue of the Charities Act; or

44.1.3 becomes incapable whether mentally or physically of managing his or her own affairs and a majority of the other Trustees resolve that he or her must cease to hold office; or

44.1.4 resigns the office by notice in writing to the Charity but only if at least three Trustees will remain in office when the resignation takes effect; or

44.1.5 is absent without notice from five consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

44.1.6 is directly or indirectly involved in any contract with the Charity and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract;

44.1.7 is removed from office by a resolution of at least 75 per cent of the other Trustees) present and voting at a Board Meeting at which at least half of the serving Trustees are present provided that prior to such meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting;

44.1.8 is removed from office under Article 45; or

44.1.9 ceases to be a member or the representative of a member.

45. Removal of a Trustee by a General Meeting

45.1 5% of the members may require the Board to call a general meeting by following the procedure set out in the Act. They may propose a resolution to remove a Trustee before the end of his period of office at that meeting, in accordance with the procedure set out in the Act.

46. Meetings of the Board

46.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

46.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.

46.3 Any three Trustees may, and the Secretary if requested by any three Trustees must, summon a meeting of the Board.

46.4 Notice of a meeting need not be given to any Trustee who is out of the United Kingdom.

46.5 Meetings may be held in person or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

47. Officers of the Board

47.1 The Board may appoint the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees. The length of the appointment shall be for that Trustees current term in office. The appointment shall automatically terminate when his or her term comes to an end when he or she retires in accordance with Articles 40.1 and Article 43.2, or before retirement if decided by a majority of the Board.

48. Quorum for the Board

48.1 The quorum necessary for business to be done at a Board meeting is a third of the Trustees subject to a minimum of two.

49. Board's Right to Act Despite Vacancies on the Board

49.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to summon a general meeting of the Charity.

50. A Resolution may be Approved by Signature Without a Meeting

50.1 A resolution in Writing Signed by all of the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form Signed by one or more members of the Board or committee.

51. Validity of Acts Done at Meetings

- 51.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he was disqualified, anything done before the discovery is as valid as if there were no defect or disqualification.

52. Delegation by the Board to Committees

- 52.1 The Board may delegate the administration of any of its powers to committees consisting of one or more Trustees and a committee must conform to any rules that the Board imposes on it.
- 52.2 The Board may co-opt any person or people to serve on the committee.
- 52.3 All acts and proceedings of the committee must be reported to the Board as soon as possible.

53. Chair of Committees

- 53.1 A committee may elect a chair of its meetings if the Board does not nominate one.
- 53.2 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the committee members present may choose one of their number to be chair of the meeting.

54. Meetings of Committees

- 54.1 A committee may meet and adjourn whenever it chooses.
- 54.2 Questions at the meeting must be decided by a majority of votes of the committee members present. In the case of an equality of votes, the chairman of the committee meeting shall have a casting vote.
- 54.3 A committee must have minutes entered in minute books.
- 54.4 If it is discovered that there was some defect in the procedure at a meeting of a committee, or in the appointment of a committee member, anything done before such discovery at any meeting of the committee is as valid as if there were no defect.

55. Appointment and Removal of the Company Secretary

- 55.1 The Board may but, subject to the Act, need not appoint a Company Secretary and may decide his period of office, pay and any conditions of service, and may remove him from office.

56. Actions of Trustees and Company Secretary

- 56.1 The Act says that some actions must or may be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and Company Secretary, that one person may not act in the capacity of both Trustee and Company Secretary for any business that requires the action of both a Trustee and the Company Secretary.

57. Proper Accounts must be kept

- 57.1 Accounts shall be prepared in accordance with the Act and the Charities Act.

58. Books must be kept at the Office

- 58.1 The accounts must be kept at the Office or at other places decided by the Board. The accounts must always be open to inspection by Trustees.

59. Inspection of Books

- 59.1 The Trustees must decide whether, how far, when, where and under what rules the accounts may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect the accounts or a document of the Charity if the right is given by law or authorised by the Trustees or a general meeting.

60. Accounts and Returns

- 60.1 The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings.

- 60.2 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in the Companies Act 2006).

- 60.3 The deadline for sending out the accounts and reports (or summary financial statements) is as follows:

60.3.1 the deadline for filing the Charity's accounts and reports (or summary financial statements) with Companies House, as prescribed by the Companies Act 2006; or

60.3.2 if earlier, the date on which the Charity actually files the accounts and reports (or summary financial statements) with Companies House.

- 60.4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within any deadlines specified by law.

- 60.5 The Board must file with the Charity Commission the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within any deadlines specified by the Charity Commission.

61. Appointment of Reporting Accountants or Auditors

- 61.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

62. Service of Notices

- 62.1 The Charity may give notices, accounts or other documents to any member either:

62.1.1 personally; or

62.1.2 by delivering them or sending them by ordinary post to the member's registered address; or

62.1.3 if the member has provided the Charity with an e-mail address, by sending them by e-mail to that address. This is subject to the member having

consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or

- 62.1.4 in accordance with the provisions for communication by website set out below.
- 62.2 If the member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom the member has provided to the Charity for that purpose, or in accordance with the other methods set out in Article 62.1.
- 62.3 However, a member without a registered postal address in the United Kingdom who has not provided a postal address in the United Kingdom for that purpose, shall not be entitled to receive any notice, accounts or other documents served by the Charity, irrespective of whether they have consented to receiving notices by email.
- 62.4 If a notice, accounts or other documents are sent by post, they will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Charity receives no indication that they have not been received.
- 62.5 If sent by post in accordance with this Article, the notice, accounts or other documents will be treated as having been received 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post.
- 62.6 If sent by email, the notice, accounts or other documents will be treated as having been received 24 hours after having been properly sent.
- 62.7 The Charity may assume that any e-mail address given to it by a member remains valid unless the member informs the Charity that it is not.
- 62.8 Where a member has informed the Charity in Writing of his consent, or has given deemed consent in accordance with the Act, to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if the Charity sends that member a notification informing him that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

63. Accidental Omission of Notice

- 63.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

64. Who is Entitled to Notice of General Meetings

- 64.1 Notice of every general meeting must be given to:-

- 64.1.1 every member (except those members who lack a registered address within the United Kingdom and have not given the Charity a postal address for notices within the United Kingdom);
 - 64.1.2 the reporting accountants or auditor of the Charity;
 - 64.1.3 all Trustees; and
 - 64.1.4 any President or other Honorary position.
- 64.2 No one else is entitled to receive notice of general meetings.

65. Regulations

- 65.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

66. Winding-up of the Charity

- 66.1 If the Charity is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are similar or ancillary to those of the Charity and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by these Articles of Association.
- 66.2 The institution or institutions will be chosen by the Trustees of the Charity at or before the time when the Charity is wound-up or dissolved.