

Company No: 04577804

THE COMPANIES ACT 1985

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

THE HERITAGE ALLIANCE

(As adopted by special resolution dated 6th December 2018)

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1. PRELIMINARY

None of the regulations contained or incorporated in Tables A or C in the Schedule to the Companies (Tables A to F) Regulations 1985, or in the model articles for private limited companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008, applies to the Charity except so far as they are contained or repeated in the articles.

2. OBJECTS

The Objects for which the Charity is established are:

2.1 For the benefit of the public,

- (a) to improve the efficient and effective fulfilment by heritage charities (as defined in the Articles of Association) of their objects; and
- (b) to promote the efficient application of resources for charitable purposes by non-charitable institutions and organisations especially those established for purposes concerned with the protection, preservation, improvement, enhancement and/or revitalisation of the historic environment (as defined in the Articles of Association); and

2.2 The advancement of education of the public:

- (a) in relation to the historical and/or architectural significance of buildings and/or sites; and
- (b) by promoting and encouraging public access to, study and appreciation of, the historic environment.

3. POWERS

In furtherance of the Objects (but not otherwise) the Charity has and may exercise all or any of the following powers:

- 3.1 to collect, document, preserve, exhibit and interpret information and material relating to the historic environment;
- 3.2 to promote the adoption and the use of practices and policies which are sustainable in the context of the historic environment;

- 3.3 to acquire and receive materials and information and to preserve the same and apply them in furtherance of the Objects;
- 3.4 to conduct or promote the conduct of research and to publish knowledge acquired as a result of such research;
- 3.5 to promote and carry out or assist in promoting and carrying out surveys and investigations;
- 3.6 to promote and advance education and training in any profession, vocation, industry, trade or craft associated with the historic environment;
- 3.7 to provide, promote, arrange, organise and conduct courses, lectures conferences, meetings, discussions, seminars, tours, workshops and/or the reading of learned papers;
- 3.8 to establish, form, promote, conduct, participate in, procure and encourage public exhibitions, displays or dissemination by any means or statistics, information, and materials of an educational nature;
- 3.9 to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD roms, computer programmes, visual and audio aids and other informative material in any format and media relating to the Objects;
- 3.10 to provide advisory services and centres for information and materials for the use of persons interested in the Objects;
- 3.11 to award scholarships, exhibitions, prizes or bursaries;
- 3.12 to make grants and to provide other forms of financial assistance or assistance in kind, including loans (with or without interest);
- 3.13 to establish or support any charitable body formed for all or any of the Objects;
- 3.14 to reserve funds for special purposes or against future expenditure;
- 3.15 to raise funds and to invite and accept (or disclaim) gifts or loans of money and any other property whatsoever, real or personal and subject or not to any special charitable trust or any condition: PROVIDED that in raising funds the Charity may not undertake any non-charitable trading;
- 3.16 to draw, make, accept, endorse, discount, execute, issue and deal with promissory notes, bills of exchange and other instruments of any kind, whether or not negotiable or transferable, and to operate bank accounts in the name of the Charity;
- 3.17 to advertise in such manner as may be thought expedient;
- 3.18 to acquire (whether by grant, assignment, licence, purchase, gift or otherwise) any copyright, patent, design right, trade mark, right of publication, translation or reproduction or other intellectual property right which may appear useful to the Charity and to register, renew, revoke, license or assign or otherwise turn to account or use the same;
- 3.19 to co-operate or enter into arrangements or agreements with any government department, local authority, university, college or professional, commercial or other body or person;
- 3.20 to purchase, take on lease or in exchange, hire or otherwise acquire property of any kind;

- 3.21 to construct, alter and maintain any buildings;
- 3.22 subject to the requirements of the Charities Act 2011, to sell, lease or otherwise dispose of property of any kind;
- 3.23 subject to the requirements of the Charities Act 2011, to borrow money and obtain any form of credit or finance on such terms and on such security as may be thought fit;
- 3.24 to lend money or give credit on such terms and conditions and on such security as may be thought fit;
- 3.25 subject to the requirements of the Charities Act 2011, to guarantee or give security for the performance of contracts or obligations by any person or body being legally associated with the Charity;
- 3.26 to invest moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property as the Trustees may determine;
- 3.27 to appoint as the Charity's Investment Manager on such reasonable terms as to remuneration and other matters as the Trustees determine a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
 - (a) an individual of repute with at least 15 years' experience of investment management who is an authorised person within the meaning of the Financial Services and Markets Act 2000 (FSMA); or
 - (b) a company or firm of repute which is either an authorised person under FSMA or an exempted person under the Financial Services and Markets Act 2000 (Exemption) Order 2001¹, except persons within paragraph 44 of the Schedule thereto,

and to delegate to the Investment Manager the exercise of any or all of the Trustees' investment management functions under article 4.26 including (where it is reasonably necessary to do so) terms

- (c) authorising the Investment Manager to appoint a substitute Investment Manager to exercise any or all of the Investment Manager's delegated functions on terms consistent with this article 3.27;
- (d) restricting the liability of the Investment Manager to the Charity; and
- (e) permitting the Investment Manager to act in circumstances giving rise to a conflict of interests:

PROVIDED that:

- 3.27.1 the Trustees may not authorise the Investment Manager to exercise any of their investment management functions except by an agreement which is in or evidenced in writing and which includes a term to the effect that the Trustees may, with reasonable notice, revoke the authority or vary any of its terms consistently with this article 3.27;
- 3.27.2 the Trustees may not authorise the Investment Manager to exercise any of their investment management functions:

¹ S.I. 2001/1201

- (a) except in accordance with a policy statement which is in or evidenced in writing; and
- (b) unless the agreement under which the Investment Manager is to act includes a term to the effect that he/she will secure compliance with the policy statement;

3.27.3 the Trustees must formulate the policy statement with a view to ensuring that the functions will be exercised in the best interests of the Charity and must revise or replace the policy statement from time to time if they consider there is a need to do so;

3.27.4 the Trustees must keep under regular review the arrangements under which the Investment Manager acts and how those arrangements are put into effect and must:

- (a) ensure that they are kept informed on the performance of the Charity's investment portfolio managed by the Investment Manager and assess whether the policy statement is being complied with; and
- (b) review the appointment of the Investment Manager and its terms at such intervals not exceeding 24 months as they determine;

3.28 to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine a body corporate which carries on a business which consists of or includes acting as a nominee to act as the Charity's Nominee in relation to such of the assets of the Charity as the Trustees determine and to take such steps as are necessary to secure that those assets are vested in a Nominee so appointed; and any such appointment must be in or evidenced in writing PROVIDED that this article 3.28 does not authorise the appointment of a Nominee on terms that:

- (a) permit the Nominee to appoint a substitute Nominee; or
- (b) restrict the liability of the Nominee to the Charity; or
- (c) permit the Nominee to act in circumstances capable of giving rise to a conflict of interests, unless it is reasonably necessary to do so;

3.29 to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine a body corporate which carries on a business which consists of or includes acting as a custodian to act as the Charity's Custodian in relation to such of the assets of the Charity as the Trustees determine and to take such steps as are necessary to secure that those assets are vested in a Custodian so appointed; and any such appointment must be in or evidenced in writing: PROVIDED that this article 3.29 does not authorise the appointment of a Custodian on terms that:

- (a) permit the Custodian to appoint a substitute Custodian; or
- (b) restrict the liability of the Custodian to the Charity; or
- (c) permit the Custodian to act in circumstances capable of giving rise to a conflict of interest, unless it is reasonably necessary to do so;

3.30 subject to articles 3.27, 3.28, 3.29 and 4, to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine agents and to delegate to any such agent or to any such agents jointly the exercise of any or all of the Trustees' functions: PROVIDED that this article 3.30:

3.30.1 does not authorise the appointment of any agent on terms that:

- (a) permit the agent to appoint a substitute; or
- (b) restrict the liability of the agent to the Charity; or
- (c) permit the agent to act in circumstances capable of giving rise to a conflict of interests,

unless, in relation to the exercise of delegable functions, it is reasonably necessary to do so; or

- (d) permit the remuneration of the agent for the exercise of non-delegable functions;

3.31.2 does not otherwise authorise the delegation of non-delegable functions except in accordance with these articles;

3.31 subject to article 4, to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine, employees, independent contractors and voluntary workers;

3.32 subject to article 4, to pay reasonable annual sums or premiums for or towards the provision of pensions for employees for the time being of the Charity or their widows, widowers or dependants;

3.33 to insure the property of the Charity against any foreseeable risks and take out other insurance policies to protect the Charity as required;

3.34 to provide indemnity insurance to cover the liability of any Trustee, agent, employee, independent contractor or voluntary worker of the Charity in accordance with the articles;

3.35 to undertake and carry out any charitable trusts or agencies;

3.36 to secure the discharge of any of the Charity's liabilities and obligations in any lawful manner;

3.37 to amalgamate or affiliate with or to acquire or take over all or part of the undertaking or assets of any charitable body having objects altogether or mainly similar to those of the Charity;

3.38 to pay all expenses arising in connection with the formation and registration of the Charity;

3.39 to do any other lawful thing in furtherance of the Objects.

4. MEMBERS' AND TRUSTEES' INTERESTS

The income and property of the Charity must be applied solely towards the promotion of the Objects and may not be paid or distributed directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member or (except as provided in the articles) to any Trustee and (except as provided in this article 4) 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 PROVIDED that nothing in this article 4 prevents any payment in good faith by the Charity:

- 4.1 of reasonable remuneration to any Member (not being a Trustee) for any services rendered to the Charity;
- 4.2 of interest at a reasonable rate on money lent by any Member (whether or not being a Trustee) to the Charity;
- 4.3 of reasonable rent for premises leased or let by any Member (whether or not being a Trustee) to the Charity;
- 4.4 of charitable benefits to any Member (not being a Trustee) in his/her capacity as a beneficiary of the Charity;
- 4.5 of reasonable out-of-pocket expenses to any Trustee under the articles;
- 4.6 of professional fees to any Trustee, or to any firm or body corporate in which any such Trustee is beneficially interested, for services rendered to the Charity when instructed by the other Trustees to act in a professional capacity on behalf of the Charity

PROVIDED that:

- (a) such Trustee may not be present at or take part in any discussions or decision relating to such fees or remuneration and may not be counted in the quorum for that part of the meeting of the Trustees;
 - (b) the other Trustees are satisfied that the level of fees or remuneration is reasonable having regard to the services rendered;
 - (c) the other Trustees are satisfied that the engagement of such Trustee's services is expedient in the interests of the Charity having regard to his/her ability, qualifications or experience;
 - (d) the number of Trustees for the time being in receipt of fees or remuneration from the Charity may not exceed a minority of the Trustees.
- 4.7 of reasonable premiums in respect of trustee indemnity insurance effected under the articles.

5. LIMITED LIABILITY

The liability of the Members is limited.

6. GUARANTEE

Every Member undertakes to contribute such amount as may be required not exceeding £1 to the Charity's assets if it should be wound up while he/she is a Member or within one year after he/she ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he/she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

7. SURPLUS ASSETS UPON WINDING UP

Upon the winding up of the Charity, any surplus assets of the Charity remaining after the satisfaction of all its debts and liabilities may not be paid to or distributed among the Members but must be given or transferred to such other charitable institution or institutions having objects similar to the Objects or, in default of any such institution, to such other charitable object as the Members determine.

8. MEMBERSHIP

- 8.1 Members are the subscribers to the Memorandum and such other individuals or organisations as the Trustees admit to membership in accordance with rules made under article 29 who consent in writing to become a Member either personally or (in the case of an organisation) through an authorised representative.
- 8.2 Membership of the Charity is not transferable.
- 8.3 The Charity must maintain and keep at the registered office a Register of Members containing the following particulars with respect to each Member:
- (a) his/her or its name and address;
 - (b) the date at which he/she or it was entered in the Register as a Member and the date at which he/she or it ceased to be a Member.
- 8.4 Membership terminates automatically if a Member:
- (a) not being a sole Member, retires from membership by giving not less than seven clear days' notice to the Charity; or
 - (b) dies or (in the case of an organisation) ceases to exist; or
 - (c) fails to pay any subscription within three months after the due date of payment; or
 - (d) is removed from membership by resolution of the Trustees by reason of conduct inconsistent with membership of the Charity: PROVIDED that the Trustees must give the Member not less than fourteen clear days' notice of their intention to consider the resolution and invite the Member to submit written representations before a decision is made.

9. GENERAL MEETINGS

- 9.1 The Charity must hold a general meeting in each year as its annual general meeting at such time and place as the Trustees appoint and must specify the meeting as such in the notices calling it; and not more than fifteen months may elapse between the date of one annual general meeting and that of the next: PROVIDED that so long as the Charity holds its first annual general meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year.
- 9.2 The annual general meeting is held for the following purposes:
- (a) to receive from the Trustees a full statement of account;
 - (b) to receive from the Trustees a report of the activities of the Charity since the previous annual general meeting;
 - (c) to ratify the appointment of Trustees so appointed since the previous annual general meeting and to appoint Trustees (where appropriate);
 - (d) to appoint the Charity's auditors; and
 - (e) to transact such other business as may be brought before it.

- 9.3 General meetings other than annual general meetings are called extraordinary general meetings.
- 9.4 The Trustees may call extraordinary general meetings and, on the requisition of Members under the provisions of the Act, must call an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to form a quorum, any Trustee or any Member may call an extraordinary general meeting.
- 9.5 General meetings must be attended in person or by proxy unless, in the case of an extraordinary general meeting, the Trustees for sufficient reason agree to participation under article 9.6.
- 9.6 (a) Subject to article 9.5, an extraordinary general meeting may be held by any communication system which permits each participant:
- (i) to hear each of the other participants addressing the meeting; and
 - (ii) if he/she so wishes, to address all the other participants simultaneously,
- and each such participating Member is deemed to be present in person or by proxy, as the case may be.
- (b) A resolution put to the vote of a meeting under this article is decided by each Member indicating orally to the Chair whether the Member votes in favour of or against the resolution or abstains.
- (c) A resolution decided under this article is deemed to be decided conclusively on a show of hands and the right to demand a poll is excluded in relation to any such resolution.

10. NOTICE OF GENERAL MEETINGS

- 10.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution must be called by at least 21 clear days' notice by pre-paid first class post or email. All other extraordinary general meetings must be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote at the meeting; and
 - (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote together representing not less than 95% of the total voting rights at the meeting of all the Members.
- 10.2 The notice must specify:
- (a) the time of the meeting;
 - (b) the place of the meeting or, in the case of a meeting under article 9.6, the contact details for the meeting;
 - (c) the general nature of the business to be transacted; and
 - (d) in the case of an annual general meeting, the meeting as such.
- 10.3 Subject to the provisions of the articles, the notice must be given to all the Members and to the Trustees and the auditors of the Charity.

10.4 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice does not invalidate the proceedings at that meeting.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1 No business may be transacted at any general meeting unless a quorum is present. 10% of Members, present in person or by proxy, are a quorum.

11.2 A Trustee may, notwithstanding that he/she is not a Member, attend and speak at any general meeting.

11.3 (a) The Chair or, in his/her absence, some other Trustee present nominated by the Trustees or being the only Trustee present presides as chair of the meeting.

(b) If neither the Chair nor such other Trustee is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Members present in person or by proxy and entitled to vote must choose one of themselves to preside as chair of the meeting.

11.4 The Chair may, with the consent of a 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, but no business may be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice must be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it is not necessary to give any notice.

11.5 A resolution put to the vote of a meeting must be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act and to article 9.6, a poll may be demanded:

(a) by the Chair; or

(b) by at least two Members having the right to vote at the meeting; or

(c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

11.6 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.7 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll was made.

11.8 A poll must be taken as the Chair directs and he/she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll is deemed to be the resolution of the meeting at which the poll is demanded.

- 11.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair is entitled to a casting vote in addition to any other vote he/she may have.
- 11.10 A poll demanded on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or at such time and place as the Chairman directs not being more than 30 days after the poll is demanded. The demand for a poll does not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting must continue as if the demand had not been made.
- 11.11 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases, at least seven clear days' notice must be given specifying the time and place at which the poll is to be taken.
- 11.12
- (a) A resolution in writing executed by or on behalf of each Member who at the date of the resolution would be entitled to vote on it if it had been proposed at a general meeting at which he/she was present is as valid and effectual as if it had been passed at a general meeting duly convened and held. The resolution may be contained in one document or in several documents each stating the terms of the resolution accurately and executed by or on behalf of one or more Members.
 - (b) The date of the resolution means when the resolution is signed by or on behalf of the last Member to sign.
 - (c) A resolution may be agreed to in accordance with this article which would otherwise be required to be passed as a special or extraordinary resolution.
 - (d) A document or documents executed in accordance with this article may be evidenced by facsimile transmission thereof.
 - (e) This article is in addition to, and not limited by, the provisions of sections 288 to 300 (inclusive) of the Act.
- 11.13 Where, during any period when the Charity has only one Member, the Member takes a decision which may be taken by the Charity in general meeting and which has effect as if agreed by the Charity in general meeting, the Member must (unless that decision is taken by way of written resolution under article 11.12) provide the Charity with a written record of that decision.

12. VOTES OF MEMBER

- 12.1 Subject to article 11.9, every Member present in person or by proxy has one vote.
- 12.2 No Member may exercise his/her vote at any general meeting unless all moneys then payable by him to the Charity have been paid.
- 12.3 No objection may be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any objection made in due time must be referred to the Chair of the meeting and his/her ruling in relation to any Member other than himself is final and conclusive. In relation to the chairman of the meeting, the question must be decided by ordinary resolution of the other Members.
- 12.4 An instrument appointing a proxy must be in writing executed by or on behalf of the appointor and may be in any form which is usual or which the Trustees may approve.

- 12.5 The instrument appointing a proxy and any authority under which is executed (or such copy of the instrument or the authority or both as the Trustees may approve) may:
- (a) be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) be delivered to any Trustee or to the Secretary at the place where the meeting or adjourned meeting is to be held at any time on the day of (but before the time for holding) the meeting or adjourned meeting at which the person named in the instrument proposes to vote,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

- 12.6 A vote given or poll demanded by proxy is valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the registered office or at such other place at which the instrument of proxy was deposited or delivered before the commencement of the meeting or adjourned meeting at which the vote is given.

13. APPOINTMENT AND RETIREMENT OF BOARD

- 13.1 Subject to article 13.2, the number of Trustees shall at all times be not less than five and not more than twelve (unless otherwise determined by ordinary resolution).
- 13.2 The Trustees are those persons appointed as such in accordance with the articles of the Charity from time to time.
- 13.3 The Trustees may by resolution at any time appoint any person who is qualified to be appointed as a Trustee, either to fill a vacancy or as an additional Trustee PROVIDED that the total number of Trustees shall not at any time exceed the maximum number fixed in accordance with these articles. Any Trustee so appointed shall hold office only until the next following annual general meeting and if he/she is not reappointed by the Members at that meeting he/she shall vacate the office at the conclusion of that meeting.
- 13.4 Not less than 21 nor more than 35 clear days before the date appointed for holding the annual general meeting, notice may be given to the Charity by the Trustees or Members wishing to nominate a person for appointment or reappointment (including a person appointed by the Trustees pursuant to article 13.3) stating the particulars which would, if he/she were so appointed or reappointed, be required to be included in the Register of Trustees, together with a notice executed by that person of his/her willingness to be appointed or reappointed. In the case of a candidate nominated by the Members, the candidate shall require signatures from the authorised representatives of ten Members before being put forward for election.
- 13.5 (a) Subject to article 15, each Trustee shall hold office for a period of three years (or such shorter period as may be agreed by the Trustees) from the date of the general meeting at which he/she was appointed and is eligible for reappointment for a second and third consecutive period of three years (or such shorter period as may be agreed by the Trustees).
- (b) For the avoidance of doubt:

- (i) and for the purposes of this article 13, no time served as a Trustee following the Trustee's appointment under article 13.3 and before endorsement of that appointment at the relevant annual general meeting shall count towards such Trustee's term of office;
- (ii) no Trustee may serve more than three consecutive three-year periods of office, subject to article 13.6; and
- (iii) a Trustee retiring after a third three year term shall not be eligible for re-election as a Trustee until the Annual General Meeting following the Annual General Meeting at which he/she was required to retire.

13.6 In exceptional circumstances (as determined by the Trustees) a Trustee may hold office for an additional fourth term of office of up to two years if so reappointed by the Trustees following their third term of office.

13.7 No person may be appointed a Trustee:

- (a) unless he/she is a natural person who has attained the age of 18 years;
- (b) in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from office under article 15.

13.8 Subject as aforesaid, the Charity may by ordinary resolution evidenced by memorandum under section 334 the Charities Act 2011 appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.

13.9 No person may act as a Trustee until after signing a declaration of willingness to act as a Trustee of the Charity.

14. CHAIR

14.1 The Trustees must appoint a Chair who may be one of themselves.

14.2 The Chair, may hold office for a period of three years (or such shorter period as may be agreed by the Trustees) from the date of the general meeting at which he/she was appointed and is eligible for reappointment for a second and third consecutive period of three years (or such shorter period as may be agreed by the Trustees).

14.3 The Trustees may appoint a Deputy Chair who may be one of themselves upon such terms and for such period as the Trustees may think fit.

15. TERMINATION OF OFFICE OF TRUSTEE

The office of a Trustee automatically terminates:

- (a) if he/she ceases to be a director by virtue of any provision of the Act or he/she is disqualified under section 178 of the Charities Act 2011 from acting as a charity trustee or he/she is otherwise prohibited by law from being a director or a Trustee; or
- (b) if he/she is incapable, whether mentally or physically, of managing his/her own affairs; or
- (c) if he/she retires from office by notice to the Charity (but only if at least two Trustees will remain in office when the notice is to take effect); or

- (d) on the expiration of his/her term of office; or
- (e) if he/she has been absent without permission of the Trustees from three consecutive meetings of the Trustees and the Trustees resolve that his/her office be terminated; or
- (f) if he/she is removed by a resolution passed by all the other Trustees after they have invited the views of the Trustee concerned and considered the matter in light of any such views.

16. POWERS OF TRUSTEES

- 16.1 Subject to the provisions of the Act, the Memorandum and the articles and to any directions given by special resolution, the business of the Charity must be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or the articles, and no such direction, is to be treated as invalidating any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given.
- 16.2 The powers given by this article are not limited by any special power given to the Trustees by the articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

17. DELEGATION OF TRUSTEES NON-DELEGABLE FUNCTIONS

- 17.1 Subject to article 3, the Trustees may delegate revocably to committees consisting of two or more persons appointed by them the exercise of any of their non-delegable functions except the power to appoint and terminate the office of a Trustee PROVIDED that:
 - (a) any such delegation is subject to such conditions as the Trustees may from time to time impose;
 - (b) all acts and proceedings of any committee must be reported promptly to the Trustees;
 - (c) no committee may incur expenditure except in accordance with a budget which has been approved by the Trustees.
- 17.2 The proceedings of any committee are governed by the articles regulating the proceedings of the Trustees so far as they are capable of applying.
- 17.3 Members of any committee may at the discretion of the Trustees be paid a reasonable contribution towards travelling, hotel and other expenses incurred by them in connection with the discharge of their functions.

18. TRUSTEES' EXPENSES

The Trustees may be paid a reasonable contribution towards travelling, hotel, and other expenses properly incurred by them in connection with the discharge of their functions.

19. TRUSTEES' APPOINTMENTS AND INTERESTS

- 19.1 No Trustee is accountable for any remuneration or other benefit received by him (whether by reason of his/her position with the Charity or otherwise) from any body corporate, securities of which comprise the assets of the Charity or any part thereof PROVIDED that where the Trustee's appointment to a position with such body corporate resulted wholly or partly from the exercise of voting rights vested in the Charity then such Trustee is accountable for any remuneration or other

benefit received by him except to the extent that such remuneration or other benefit represents reasonable compensation for the services provided by the Trustee to the body corporate concerned.

- 19.2 Any Trustee who is in any way, whether directly or indirectly, interested other than as a Trustee in any contract, transaction or arrangement or any proposed contract, transaction or arrangement with the Charity must declare the nature of his/her interest at a meeting of the Trustees and may not:
- (a) be counted in the quorum for that part of the meeting;
 - (b) vote on any resolution concerning the matter.

20. MEETINGS AND PROCEEDINGS OF THE TRUSTEES

- 20.1 Subject to the provisions of the articles, the Trustees may regulate their meetings in such manner as they think fit but must hold at least two meetings in each year. A Trustee may, and the Secretary at the request of a Trustee must, call a meeting of the Trustees. Not less than 48 hours' notice of Trustees' meetings must be given to all Trustees. Questions arising at a meeting must be decided by a majority of votes. In the case of an equality of votes, the Chair of the meeting has a second or casting vote.
- 20.2 The quorum at a meeting for the transaction of the business of the Trustees may be fixed by the Trustees and, unless so fixed, is three.
- 20.3 Meetings of the Trustees must be attended in person unless the Trustees for sufficient reason agree to participation under article 20.4.
- 20.4 Subject to article 20.3, a meeting of the Trustees may be held by any communication system which permits each participant:
- (a) to hear each of the other participants addressing the meeting; and
 - (b) if he/she wishes to do so, to address all the other participants simultaneously,
- provided always that not more than one-third of those Trustees attending the meeting shall be present otherwise than in a way which permits visual as well as audio communication.
- 20.5 The Chair or, in his/her absence, some other Trustee appointed by the Trustees is to preside as chair of meetings of the Trustees.
- 20.6 The Trustees may act notwithstanding any vacancies in their number but if their number is reduced below the number fixed as the quorum for meetings of the Trustees, the continuing Trustee or Trustees may act for the purpose of increasing the number of Trustees to that number, but for no other purpose.
- 20.7 All acts done by a meeting of the Trustees or of committees or by a person acting as a Trustee or as a committee member, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or committee member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, are as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a committee member and had been entitled to vote.
- 20.8 (a) A resolution in writing signed and dated by all the Trustees entitled to vote on it is as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. The resolution may be contained in one document or in several documents each stating the

terms of the resolution accurately and signed and dated by one or more Trustees. The resolution is to be treated as passed at the date of the last signature.

- (b) A document or documents signed and dated in accordance with this article may be evidenced by facsimile transmission thereof.

20.9 If a question arises as to the right of a Trustee to vote, the question must be referred to the Chair of the meeting and his/her ruling in relation to any Trustee other than himself is final and conclusive. In relation to the Chair of the meeting, the question must be decided by resolution of the other Trustees.

21. CHIEF OPERATING OFFICER

Subject to the provisions of the Act, the Trustees may appoint and (subject to article 4) pay upon such reasonable terms as may be determined a Chief Operating Officer of the Charity to assist in the management of the business of the Charity and to perform such duties and exercise such non-discretionary powers subject to such conditions as the Trustees from time to time determine; and any Chief Operating Officer so appointed may be removed by the Trustees by reasonable notice. The Chief Operating Officer may be a Trustee.

22. SECRETARY

Subject to the provisions of the Act and to article 4, the Secretary must be appointed by the Trustees on such reasonable terms as to remuneration and other matters and subject to such conditions as the Trustees from time to time determine; and any Secretary so appointed may be removed by the Trustees by reasonable notice.

23. TREASURER AND OTHER OFFICERS

Subject to the provisions of the Act and to article 4, the Trustees may appoint a Treasurer and such other officers as they may determine on such reasonable terms as to remuneration and other matters and subject to such conditions as the Trustees from time to time determine; and any Treasurer or other officer so appointed may be removed by the Trustees by reasonable notice.

24. REGISTER OF TRUSTEES

The Trustees must maintain a Register of Trustees containing the following particulars with respect to each Trustee:

- (a) his/her present name, any former name, his/her usual residential address, his/her nationality, his/her business occupation (if any), particulars of any other directorships held or which have been held by him and his/her date of birth; and
- (b) the date at which he/she was appointed or re-appointed as a Trustee and the date at which he/she ceased to be a Trustee.

25. RECORDS

The Trustees must cause proper records to be kept of:

- (a) all appointments of officers made by the Trustees;
- (b) all proceedings at meetings of the Charity, of the Trustees and of any committees appointed under article 17, including the names of the persons present at each meeting;

- (c) all professional advice obtained.

26. ACCOUNTS, REPORTS AND RETURNS

The Trustees must comply with the requirements of the Act and of the Charities Act 1993 with respect to the keeping of accounting records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners for England and Wales of:

- (a) annual accounts;
- (b) annual reports; and
- (c) annual returns.

27. THE SEAL

The seal of the Charity may not be affixed to any instrument except by the authority of a resolution of the Trustees, and in the presence of at least two Trustees, or one Trustee and the Secretary, who must sign every instrument to which the seal is so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Charity such signatures are conclusive evidence of the fact that the seal has been properly affixed.

28. NOTICES

- 28.1 Any notice or other communication (in this article referred to generally as "notice") required to be given under the articles must be in writing and must be given by or to the Secretary (as the case may be), either personally or by sending it by pre-paid first class post, facsimile transmission or email.
- 28.2 A Member present in person or by proxy at any meeting of the Charity is deemed to have received notice of the meeting and, where required, of the purposes for which it was called.
- 28.3 The address for service of the Charity is the registered office.
- 28.4 Subject to article 28.5, the address for service of Members and Trustees is the address recorded in the Register of Members and the Register of Trustees respectively.
- 28.5 Any Member or Trustee, whose address recorded in the Register of Members or the Register of Trustees (as the case may be) is outside the United Kingdom, who from time to time gives to the Secretary an address within the United Kingdom at which notice may be served on him is entitled to have notice served on him at that address.
- 28.6 Notice is deemed duly served:
 - (a) in the case of the personal service, at the time of delivery;
 - (b) in the case of service by post, two clear business days after the date of posting;
 - (c) in the case of service by facsimile transmission or email, at the time of despatch.
- 28.7 Proof that:
 - (a) an envelope containing a notice was properly addressed, prepaid and posted by first class post; or

(b) a facsimile transmission or email setting out the terms of the notice was properly despatched, is conclusive evidence that the notice was given.

29. RULES

29.1 The Trustees may from time to time make rules consistent with the Memorandum, the articles and the Act for the proper conduct and management of the Charity and in particular (but without prejudice to the generality of the foregoing), they may by such rules regulate the following matters in so far as not regulated by the articles:

- (a) the admission and classification of Members, the rights and privileges of Members, the conditions of membership, the terms on which Members may retire or have their membership terminated and any entrance fees, subscriptions and other fees or payments to be made by Members;
- (b) the conduct of Members in relation to one another and to the Charity's employees;
- (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Trustees and of committees;
- (e) the operation of bank accounts;
- (f) the custody of documents;
- (g) generally, all such matters as are commonly the subject of company rules.

29.2 The Trustees may alter, add to or repeal the rules and the Trustees must adopt such means as they think sufficient to bring to the notice of the Members all such rules which, so long as they are in force, are binding on all the Members.

30. INDEMNITY

30.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee or other officer or auditor may otherwise be entitled, every Trustee or other officer or auditor of the Charity is entitled to be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his/her favour or he/she is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity PROVIDED that:

- (a) the indemnity does not apply to any liability to the extent that it is recovered from any other body or person; and
- (b) the indemnity is subject to that Trustee or other officer or auditor taking all reasonable steps to effect such recovery, so that the indemnity does not apply to the extent that an alternative right of recovery is capable of being enforced.

- 30.2 The Charity may purchase and maintain indemnity insurance to cover any Trustee for:
- (a) any liability which by any rule of law may attach to him in respect of any negligence, default, breach of duty or breach of trust of which he/she may be guilty in his/her capacity of Trustee;
 - (b) all costs, charges and expenses which may be incurred by him in contesting any such liability or alleged liability;
 - (c) all costs of a successful defence to a criminal prosecution against him in his/her capacity of Trustee,

but always excluding liability arising from any act or omission which the Trustee knew to be a breach of duty or breach of trust or which was committed by the Trustee in reckless disregard of whether it was or was not a breach of duty or breach of trust or for the costs of an unsuccessful defence to a criminal prosecution.

- 30.3 The Charity may also provide indemnity insurance to cover the liability of its agents, employees, independent contractors and voluntary workers against all such risks incurred in the performance of their duties as may be thought fit.

31. INTERPRETATION

- 31.1 In the Memorandum and in the articles:

Act means the Companies Act 2006;

articles mean these articles of association as originally adopted or as from time to time altered;

business day means a day (other than a Saturday) when banks are open for the normal transaction of business in London;

authorised representative means an individual who is authorised by a Member organisation to act as its representative at any meeting of the Charity and whose name and address has been notified to the Charity;

The Chair means the chair of the Trustees appointed under article 14;

Charity means the company called The Heritage Alliance;

Chief Operating Officer means the Chief Operating Officer of the Charity appointed under article 21;

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

Custodian means a body corporate or more than one who may be appointed by the Trustees under article 3.29;

delegable functions means:

- (a) any function consisting of carrying out a decision that the trustees have taken;

- (b) any function relating to the investment of assets (including, in the case of land held as an investment, managing the land and creating or disposing of an interest in the land);
- (c) any function relating to the raising of funds for the Charity otherwise than by means of profits of a trade which is an integral part of carrying out the Charity's charitable purposes; and
- (d) any other function prescribed by an order made by the Secretary of State under section 11(3) of the Trustee Act 2000;

executed includes any mode of execution;

functions includes powers and duties;

heritage charity means any charity which has as one of its objects any purposes (being exclusively charitable under English law) concerned with the protection, preservation, improvement, enhancement and/or revitalisation of the historic environment;

historic environment means any tangible or intangible property or things relating to the heritage, culture, architecture, history, tradition or environment of the United Kingdom the protection, preservation, improvement, enhancement and/or revitalisation of which is for the time being exclusively charitable under English law, including without limitation buildings, monuments, structures, sites, parks and gardens, museums and galleries, and archives and collections of materials (whether in written form or not) and objects, where such property or things are of particular historical, cultural, architectural or environmental interest or are significant as part of UK tradition or heritage;

in person in relation to attendance or presence at general meetings includes, in the case of a Member organisation, attendance or presence by an authorised representative;

investment management functions means the Trustees' functions under article 3.27 relating to:

- (a) the investment of assets of the Charity;
- (b) the acquisition of property by the Charity; and
- (c) managing property of the Charity and disposing of, or creating or disposing of an interest in, such property;

Investment Manager means an individual, company or firm or more than one who may be appointed by the Trustees under article 3.27;

Member means an individual or an organisation who is a member of the Charity for the purposes of the Act;

Member organisation means an organisation which is a member of the Charity for the purposes of the Act;

Memorandum means the Charity's memorandum of association as originally adopted or as from time to time altered;

Nominee means a body corporate or more than one who may be appointed by the Trustees under article 3.28;

non-charitable trading means carrying on a trade for the purpose of raising funds for the Charity *other than* a trade the profits of which are applied solely to the purposes of the Charity and either:

- (a) the trade is exercised in the course of the actual carrying out of a primary purpose of the Charity; or
- (b) the work in connection with the trade is mainly carried out by the beneficiaries of the Charity; or
- (c) the profits accrue to the Charity from a lawful society lottery; or
- (d) the profits of the trade are entitled to exemption from tax under section 46 of the Finance Act 2000 or would have been so entitled by Extra Statutory Concession prior to 1 April, 2000;

non-delegable functions means functions other than delegable functions;

Objects means the Objects of the Charity as defined in article 2;

Organisation means a corporation or an unincorporated association.

policy statement means a statement giving guidance as to how the investment management functions should be exercised by the Investment Manager under article 3.27 and includes any revised or replacement policy statement;

registered office means the registered office of the Charity;

Register of Members means the register of members required to be maintained under article 8.3;

Register of Trustees means the register of trustees required to be maintained under article 24;

seal means the common seal of the Charity;

Secretary means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity including an assistant or deputy secretary;

Trustees means the persons who are the directors of the Charity for the purposes of the Act and the charity trustees within the meaning of section 177 of the Charities Act 2011;

the **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland;

written or **in writing** means a legible document on paper including a facsimile transmission.

- 31.2 Whenever, and for so long as, the Charity has a single Member the articles apply (in the absence of any express provision to the contrary) with such modification as is necessary in relation to a single member company.
- 31.3 Any reference in the Memorandum or the articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation so made under that enactment.
- 31.4 Unless the context otherwise requires, words or expressions contained in the Memorandum or the articles bear the same meaning as in the Act but excluding any statutory modification of it not in force when the articles become binding on the Charity.
- 31.5 Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.
- 31.6 Headings to the Memorandum and the articles are inserted for convenience and shall not affect construction.