Riding for the Disabled Association Incorporating Carriage Driving

Articles of Association

Amended with effect from 9 February 2026 by a conditional special resolution dated 27 November 2025.

Company Number 05010395

Registered Charity Number 244108

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COMPANIES HOUSE

The Companies Act 2006

Company not having a share capital

Articles of Association

Amended with effect from 9 February 2026 by a conditional special resolution dated 27 November 2025.

of

RIDING FOR THE DISABLED ASSOCIATION INCORPORATING CARRIAGE DRIVING

1 Name

1.1 The name of the company is Riding for the Disabled Association Incorporating Carriage Driving (**Charity**).

2 Registered office

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

3 Objects

3.1 The objects of the Charity (**Objects**) are to benefit the health and wellbeing of disabled people through the opportunity to:

3.1.1 ride and/or carriage drive, and

3.1.2 be involved with related equine activities including equine assisted services.

3.2 In these Articles, **charitable** means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008. For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.

4 Powers

4.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

4.1.1 to provide support to and enable Member Groups (as defined in Article 6) to fulfil their objects;

4.1.2 to provide disabled people with the means to ride and/or carriage drive or participate in other related equine activities at the level that the Charity is able to provide in relation to their ability choice and ambition;

4.1.3 to acquire manage and support the resources, people, horses, ponies, donkeys, facilities, and finance necessary to achieve the Objects;

4.1.4 to make available suitable training within the Charity;

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4.1.5 to ensure that the structure of the Charity is appropriate for its requirements from time to time;

4.1.6 to encourage disabled people to occupy positions of responsibility within the Charity;

4.1.7 to make grants to any Member Group;

4.1.8 to make loans to any Member Group on such terms as it thinks appropriate;

4.1.9 to insure the Charity's property against any foreseeable risk and take out such other insurance policies to protect the Charity, its employees and its Member Groups as the Board deems necessary;

4.1.10 to insure Board Members other officers and employees of the Charity and the officers of Member Groups against the cost of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty (unless the member concerned knew that or was reckless whether the act or omission was breach of trust or breach of duty);

4.1.11 to contribute to the attainment of the Objects worldwide;

4.1.12 to hold festivals, seminars, conferences, lectures, tours and courses;

4.1.13 to promote or carry out research and to disseminate such research;

4.1.14 to provide advice;

4.1.15 to publish or distribute information in any form;

4.1.16 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;

4.1.17 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts;

4.1.18 to affiliate with and where appropriate merge with any charity having similar objects to the Objects;

4.1.19 to provide benefits whether by the payment of gratuities or pensions or by insurance or otherwise for any employee or former employee not being a Board Member or former Board Member hereof who has held but no longer holds any executive office or employment with the Charity and for any member of their family (including a spouse and a former spouse) or any person who is or was dependent on him or her and may (as well before as after they cease to hold such office or employment) contribute to any fund and pay premiums for the purchase of any such benefit;

4.1.20 to raise funds;

4.1.21 to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture;

4.1.22 to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);

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4.1.23 to acquire, rent or hire property of any kind;

4.1.24 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);

4.1.25 to make grants, awards, prizes or donations;

4.1.26 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;

4.1.27 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;

4.1.28 to deposit or invest funds in any manner (but to invest only after taking such advice as the trustees consider is reasonably necessary from such person as is reasonably believed by the trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);

4.1.29 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;

4.1.30 to delegate the management of investments to any person provided that:

(a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;

(b) the investment policy is set out in writing by the Trustees;

(c) the performance of the investments is reviewed regularly with the Trustees;

(d) the investment policy and the delegation arrangements are reviewed at least once a year;

(e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and

(f) the delegate must not do anything outside the powers of the Trustees;

4.1.31 to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;

4.1.32 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

4.1.33 to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in 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;

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4.1.34 to insure officer and employees of the Charity and the officers of Member Groups against the cost of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the individual concerned knew that, or was reckless wither, the act or omission was a breach of trust or breach of duty;

4.1.35 subject to Articles 23 and 24, to employ paid or unpaid agents, staff or advisers;

4.1.36 to enter into contracts to provide services to or on behalf of other bodies;

4.1.37 to establish, support or acquire subsidiary companies;

4.1.38 to pay the costs of forming the Charity;

4.1.39 to open and operate bank accounts and banking facilities;

4.1.40 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;

4.1.41 to enter into any licence or sponsorship agreement;

4.1.42 to enter into any contract or agreement (including any finance lease); and

4.1.43 to carry on any trade in so far as the trade is;

(a) exercised in the course of the actual carrying out of the Objects of the Charity; or

(b) ancillary to the carrying out of the Objects; or

(c) not taxable trading.

5 Limited liability

5.1 The liability of the Members is limited to £1, being the amount each Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while he, she or it is a Member, or within one year after he she or it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he, she or it 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.

6 Membership

6.1 The number of Members with which the Charity is registered is unlimited.

6.2 The Charity must maintain a register of Members.

6.3 Member Groups and such other persons as are admitted to membership by the Trustees shall be the Members of the Charity.

6.4 Membership of the Charity shall be open to a group (whether incorporated or not) which shares the same objects as the Charity (**Member Groups**) and which regularly provides riding and/or carriage driving and/or other related equine activities for disabled people in its local area and which shall have:

6.4.1 Been elected by the Board on the recommendation of the relevant Regional Committee.

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6.4.2 Adopted a written constitution which shall correspond in all material ways with the standard group constitutions from time to time as determined by the Trustees.

6.4.3 In England and Wales been registered with the Charity Commission under a separate charity number and has obtained separate charitable status or has been recognised as having separate charitable status

6.4.4 In Scotland been registered with the Office of the Scottish Charity Regulator under a separate charity number and has obtained separate charitable status or has been recognised as having separate charitable status

6.4.5 In Northern Ireland itself be registered with the Charity Commission for Northern Ireland under a separate charity number and has obtained separate charitable status or has been recognised as having separate charitable status.

6.4.6 In any other jurisdiction in the British Isles be recognised as having separate charity status.

6.4.7 Signed in readiness (pending determination of its application for membership) a membership agreement with the Charity in the form from time to time in force.

6.4.8 Paid such annual charges as may from time to time be determined by the Board. Any such annual charges shall include but shall not be limited to:

(a) A membership fee;

(b) A proportionate part of any insurance premium paid by the Charity;

(c) Any such sums which the Board in its absolute discretion may from time to time demand.

6.5 Membership of the Charity shall also be open to a United Kingdom Charity which wishes to promote the objects of the Charity and which shall;

6.5.1 have been elected to membership by the Board on recommendation of the relevant Regional Committee;

6.5.2 have adopted a written constitution which shall have been approved by the Charity in its absolute discretion;

6.5.3 have signed in readiness a Membership Agreement with the Charity in the form prescribed by the Charity;

6.5.4 pay such annual charges as may from time to time be determined by the Board. Any such annual charges shall include but shall not be limited to:

(a) A membership fee;

(b) A proportionate part of any insurance premium paid by the Charity;

(c) Any sums which the Board in its absolute discretion may from time to time demand.

6.6 It shall be lawful for the Board to admit to membership groups which provide facilities for riding and/or carriage driving and/or other related equine activities for disabled people but any such groups shall not be authorised to extend the facilities provided by them without the prior written consent of the Board.

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6.7 The Trustees may admit such persons as they see fit as affiliate members (**Affiliates**) in accordance with any criteria or rules set out by the Trustees from time to time, provided that Affiliates shall not be members of the Charity for the purposes of the Act and accordingly such membership shall not bestow upon any Affiliate the right to attend or vote on any matter at any general meeting of the Charity.

6.8 Affiliates may:

6.8.1 Send representatives to conferences and general meetings arranged by the Charity (provided that Member Groups shall have priority if space is limited); and

6.8.2 Receive information from the Charity.

6.9 Affiliates shall pay an annual affiliation fee prescribed for each Affiliate from time to time by the Board.

6.10 Affiliates shall not be entitled to use the name logo or acronym **RDA** without the written consent of the Board and upon the terms and conditions set out in any such consent.

6.11 The Trustees shall have the right to terminate the Membership of any Member if they consider that such Member's continued Membership is not in the best interests of the Charity, provided always that the Member shall be heard before a final decision is made.

6.12 A Member Group may at any time resign its membership in accordance with the procedure set out in any rules issued from time to time pursuant to Article 20.1.4.

6.13 Upon resignation or termination of the Membership of a Member Group, that charity shall have no right to use the name logo or acronym **RDA**,

6.14 Membership of the Charity is not transferable.

7 Regions and Counties

7.1 Member Groups shall be organised into Regions and Counties and the Trustees may vary the composition of the Regions or the Counties within those regions from time to time as they see fit.

Regions

7.2 Each Region shall have a Regional Committee which should have the following members:

7.2.1 A Regional Chair who shall be elected by the Member Groups in that Region;

7.2.2 A Regional Treasurer who shall be appointed by the Regional Committee;

7.2.3 A Regional Coach who shall be appointed by the Regional Committee;

7.2.4 All County Chairs in that Region;

7.2.5 A carriage driving representative from that Region (if appropriate) who can be appointed by the Regional Chair;

7.2.6 Such other persons as may be permitted from time to time by virtue of any Regulations issued by the Board from time to time and the relevant Regional Committee deem necessary.

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Regional Committee

7.3 Each Regional Committee shall have such powers and responsibilities as the Board shall from time to time approve.

7.4 Subject to Article 19.7 the Board shall at any time be entitled to dissolve any Regional Committee.

7.5 The Regional Chair shall hold office for a period of three years and shall be eligible for re-election for two further periods of three years.

7.6 All other members of any Regional Committee shall hold office for a period of three years and shall be eligible for re-appointment for two further periods of three years.

7.7 A Regional Chair may only be removed from office by the Member Groups in their Region in the manner prescribed from time to time by the Board.

7.8 If for any reason a casual vacancy shall arise for a Regional Chair in any Region then the Board may appoint a temporary Regional Chair until such time as the Member Groups in that Region have had an opportunity to elect a replacement.

Regional Chair's Committee

7.9 There shall be a Committee which shall be known as the Regional Chair's Committee (**Regional Chair's Committee**) which shall consist of the persons from time to time holding the position of Regional Chair for each Region.

7.10 The Regional Chair's Committee shall have the role powers and responsibilities as set out below:

7.10.1 to elect a chair from one of their number;

7.10.2 to ascertain views and ideas emanating from the Regions, Counties and/or Member Groups and advise the Board of such views and ideas when they are of importance to the Member Groups and/or the Charity generally;

7.10.3 to implement decisions of the Board in Regions, Counties and/or Member Groups;

7.10.4 to discuss issues relevant to the furtherance of the Objects.

7.11 For the avoidance of doubt the dissolution of the Regional Chair's Committee shall be construed as an amendment to the Articles and accordingly a special resolution shall be required.

Counties

7.12 Each county may have a County Chair who shall have such responsibilities and duties as the Trustees may from time to time direct.

7.13 A County may have a joint County Chair with the consent of the Board and with roles and responsibilities approved by the Board.

7.14 Any joint County Chair shall be subject to Articles 7.16 to 7.22.

7.15 Each County may have a County Coach who shall have such responsibilities and duties as the Board may from time to time direct.

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7.16 The County Chair shall be elected by the Member Groups in that County. The relevant Regional Chair shall be responsible for arranging elections as and when they may be necessary.

7.17 Nominations for County Chair may be made by Member Groups in the County to the relevant Regional Chair.

7.18 Any election of County Chair shall be by postal ballot or electronic means and each Member Group in the County shall have one vote.

7.19 The County Chair shall be elected for a period of three years and shall be eligible for re-election for two further periods of three years.

7.20 Subject to Article 19.7 the Board shall at any time be entitled to remove any County Chair from office or dissolve any County Committee after consultation with the relevant Regional Chair.

7.21 If the Board shall remove a County Chair from office then the Board shall be entitled to appoint after consultation with the relevant Regional Chair a temporary County Chair until such time as the Member Groups in the County concerned shall have had an opportunity to elect a replacement or if there is no County Committee the Regional Committee shall have appointed a replacement.

7.22 If for any other reason there shall be a casual vacancy arising for a County Chair in any County then the Board may appoint after consultation with the relevant Regional Chair a temporary County Chair until such time as the Member Groups in the County shall have had an opportunity to elect a replacement or if there is no County Committee the Regional Committee shall have appointed a replacement.

8 General meetings

8.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

8.2 Notice of a general meeting shall be given to:

8.2.1 every Member;

8.2.2 the President;

8.2.3 the Patron;

8.2.4 the Regional Chairs;

8.2.5 Honorary Life Vice Presidents;

8.2.6 Regional Vice Presidents;

8.2.7 Affiliates;

8.2.8 the auditor for the time being of the Charity; and

8.2.9 each Trustee.

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8.3 Subject to Article 8.4 a general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act.

8.4 A general meeting must be called by the Trustees within 6 weeks of the requisition of at least ten per cent of the Member Groups from no less than six of the Regions. The requisition shall:

8.4.1 be in writing;

8.4.2 clearly state the business to be discussed and set out verbatim any resolution; and

8.4.3 contain details of the proposer and seconder duly authorised by the Committee of the relevant Member Group of the business or proposition.

8.5 The Trustees may call a general meeting to be held at such time and place as they shall determine, but may determine that such meeting shall be held only by electronic means or a combination of a physical and electronic meeting. "**Electronic**" includes any means which uses or is facilitated by electronic or similar communication or information technology.

8.6 Where a general meeting is to be held by electronic means the following shall apply to such meeting. These rules shall also apply in respect of any meeting that is held partly by electronic means:

8.6.1 An electronic meeting shall be held as determined by the trustees, provided that all participants may communicate with all other participants (and may include telephone conference, video conference, live webcast, live interactive streaming or similar communication or information technology).

8.6.2 The notice of the meeting shall state: any location at which a Member may attend the meeting physically in person (or that there is no location at which a Member may attend the meeting physically in person) and the electronic or other means by which the meeting will be held and the means by which a Member may participate.

8.6.3 The meeting need not be held in any particular place and may be held notwithstanding any number of those participating might not be together at the same place. Any reference to a "**place**" at which a general meeting or poll is to be held in these articles shall include physical, electronic, digital or virtual locations, web addresses, conference call telephone numbers or combination of them.

8.6.4 Votes shall be permitted and cast by such electronic means as determined by the Trustees. Any reference to a vote on a "**show of hands**" in these articles shall include any electronic means of voting and votes cast by that method shall be counted in determining the result of the show of hands.

8.6.5 A person shall be present or in attendance at such a meeting if he or she is in the location notified for the purpose of being present or attending physically in person, or if he or she is participating electronically in the meeting by the method set out in the notice calling the general meeting. Any reference to being "**present**" (including being present in person, by proxy or by authorised representative as the case may be) at, "**attend**" or "**attending personally**" a general meeting in these articles shall, except where otherwise stated, include those present or attending by electronic means.

Quorum

8.7 There is a quorum at a general meeting if 20% of the Members entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy.

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8.8 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum.

Chair

8.9 The President or (if the President is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting. The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine.

Voting

8.10 A resolution put to the vote of a meeting will be decided on a show of hands (which can include by electronic means) unless before or upon the declaration of the result of the show of hands a poll is demanded. The accidental omission to count any vote on a show of hands shall not invalidate the result of the proceedings.

8.11 A poll may be demanded by:

8.11.1 the Chair;

8.11.2 at least five Members entitled to vote on the resolution present, from no less than five of the Regions in person or by proxy; or

8.11.3 a Member or Members representing at least ten percent of the total voting rights of all of the Members entitled to vote on the resolution present in person or by proxy.

8.11.4 Unless a poll is duly demanded a declaration by the Chair that a resolution has been 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 shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.11.5 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

8.11.6 A poll shall be taken as the Chair directs and may include a poll by electronic means. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

8.11.7 A poll demanded on the election of a Chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was 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 will continue as if the demand had never been made.

8.11.8 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

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8.11.9 On a show of hands or a poll every Member present in person or through its authorised representative or by proxy shall have one vote.

8.11.10 No objection may be raised to the qualification of any person voting at a general meeting 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 such objection must be referred to the Chair of the meeting whose decision is final.

Proxy voting

8.12 Any Member Group shall be entitled to appoint the Regional Chair (or a member of the relevant Regional Committee) for that Member Group's Region as its proxy to attend and vote instead of its authorised representative.

8.13 Proxies may only validly be appointed by a notice in writing (a proxy notice) which:

8.13.1 states the name and address of the Member appointing the proxy;

8.13.2 identifies the person appointed to be that Member's proxy and the general meeting (which includes an electronic general meeting) in relation to which that person is appointed;

8.13.3 is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the directors may determine; and

8.13.4 is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

8.14 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

8.15 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

8.16 Unless a proxy notice indicates otherwise, it must be treated as:

8.16.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

8.16.2 by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.

8.17 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

8.18 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

8.19 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

8.20 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

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9 Written resolutions

9.1 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

10 Authorised representatives

10.1 Any person other than an individual which is a Member of the Charity may by resolution of its directors, trustees or other governing body authorise such person as it thinks fit to act as its authorised representative at any meeting of the Charity, including any meeting held by electronic means and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he represents as that person would exercise if it were an individual Member of the Charity.

The authorised representative shall not be a Regional Chair and their name must be made known to the Charity not less than one hour prior to the scheduled time of commencement of the meeting.

11 President

11.1 There may be a President of the Charity who shall be recommended by the Board and who shall be elected by the Member Groups in a General Meeting.

12 Patron

12.1 There may be a Patron of the Charity who shall be such person who shall be recommended by the Board and who shall be elected by the Member Groups in a General Meeting.

13 Honorary Life Vice Presidents

13.1 There may be an unlimited number of Honorary Life Vice Presidents of the Charity who shall be recommended by the Board and who shall be elected by the Member Groups in a General Meeting.

14 Regional Vice Presidents

14.1 There may be an unlimited number of Regional Vice Presidents of the Charity per Region who shall be recommended by the relevant Regional Committee and who shall be elected by Member Groups in the relevant Region and who shall hold office for a period of three years and shall be eligible for re-election for two further periods of three years.

15 Chair

15.1 There shall be a Chair of the Charity who shall be proposed by a duly authorised proposer and seconder (who may be duly authorised representatives of any two of the Board, Regional Chair's Committee or Member Groups) and elected by the Member Groups in a General Meeting and who shall hold office for a period of three years and shall be eligible for re-election for two further periods of three years.

16 Treasurer

16.1 There shall be a Treasurer of the Charity who shall be appointed by the Board and who shall hold office for a period of three years in the first instance and shall be eligible for re-

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appointment annually thereafter subject to confirmation or otherwise of the Member Groups in General Meeting.

17 Deputy Chair

17.1 There shall be a Deputy Chair of the Charity who shall be the person from time to time holding the office of Chair of the Regional Chair's Committee.

18 Trustees

18.1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds.

18.2 The Board shall be composed of no fewer than six Trustees and such maximum number as the Board may determine from time to time.

18.3 From the adoption of these Articles, the existing Trustees shall continue to hold office on their existing terms.

18.4 The Trustees shall be:

18.4.1 The Chair;

18.4.2 the Treasurer;

18.4.3 the Deputy Chair;

18.4.4 Appointed Trustees appointed in accordance with clause 18.7;

18.4.5 at least three Elected Trustees appointed in accordance with clause 18.9;

18.4.6 any Trustees co-opted from time to time by the Trustees for a defined period and purpose.

18.5 Every Trustee shall sign a written consent to become a Trustee.

Ex-officio trustees

18.6 The Chair, Deputy Chair and Treasurer shall automatically be charity trustees for as long as he or she holds that office.

Appointed Trustees

18.7 Appointed Trustees shall be appointed to the Board by resolution of the Trustees. The Trustees may at their discretion determine the criteria for appointment as an Appointed Trustee based on the needs of the charity.

18.8 The normal term of office for Appointed Trustees shall be three years. An Appointed Trustee shall be eligible for re-appointment by the Trustees for two further periods of three years.

Elected Trustees

18.9 Elected Trustees shall be appointed to the Board by election of the Members in a general meeting.

18.10 Elected Trustees shall be individuals who are or have been actively involved in the grassroots of the Charity, have actively engaged with the Charity for at least five years and have been involved in running and operating Member Groups.

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18.11 The normal term of office for Elected Trustees shall be three years. An Elected Trustee shall be eligible for re-election for two further periods of three years.

Trustees' terms of office

18.12 Every Trustee will hold office until he or she vacates office in accordance with Article 18.13.

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

18.13.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;

18.13.2 has, in the written opinion (given to the Trustees) of a registered medical practitioner who is treating that person, become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;

18.13.3 is absent from two consecutive meetings of the Board without the consent of the Trustees and the Trustees resolve that his or her office is vacated;

18.13.4 is removed as a Trustee by the Members pursuant to the Act;

18.13.5 resigns by written notice to the Trustees (but only if at least four Trustees will remain in office);

18.13.6 is a Trustee ex-officio and he or she ceases to hold that office within the Charity;

18.13.7 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;

18.13.8 is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity; or

18.13.9 is removed by unanimous resolution of the other Trustees.

18.14 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

19 Proceedings of the Board

19.1 The Trustees must hold at least four meetings of the Board each year. Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:

19.1.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;

19.1.2 such notice must be given to each Trustee, but need not be in writing; and

19.1.3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).

19.2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be five. If the total number of Trustees for the

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time being is less than the minimum number required by Article 18.2 or the quorum required, the Trustees must not take any decision other than a decision to:

19.2.1 call a general meeting to enable the Members to appoint further Trustees;

19.2.2 appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Charity recognised by the relevant insolvency, company, property or charity legislation as from time to time in force;

provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.

19.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

19.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chair at each meeting.

19.5 Subject to Article 19.7, every decision of the Trustees shall be by a simple majority of the votes cast at a meeting.

19.6 Every Trustee has one vote on each issue except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the Chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).

19.7 The Board may only dissolve a Regional Committee or terminate the membership of a Member Group or remove a County Chair or terminate the involvement of an Affiliate if a resolution is passed by at least five Board Members present and voting at a meeting calling for such dissolution termination or removal from office.

Decisions without a meeting

19.8 The Trustees may take a unanimous decision without holding a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. A decision made in accordance with this Article 19.8 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:

19.8.1 approval from each Trustee must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Trustee nominated in advance by the Trustees for that purpose (**Recipient**);

19.8.2 following receipt of the response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 19.8;

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

19.8.4 the Recipient prepares a minute of the decision and circulates it to the Trustees and the Secretary.

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19.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

20 Powers of Trustees

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

20.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;

20.1.2 to appoint a Chair from among their number in accordance with Article 15;

20.1.3 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

20.1.4 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees;

20.1.5 to make regulations consistent with these Articles and the Act to govern the administration of the Charity;

20.1.6 subject to such consents as may be required by law, to exercise all the powers of the Charity to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Charity; and

20.1.7 to exercise any powers of the Charity which are not reserved to a general meeting.

21 Delegation

21.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated.

21.2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:

21.2.1 all proceedings of every committee must be reported promptly to the Trustees; and

21.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

21.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

22 Advisory board

22.1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other

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than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

23 Benefits to Members

23.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Member which is not a charity, but:

23.1.1 a Member who is not also a Trustee may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

23.1.2 a Member (including a Member who is also a Trustee) may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);

23.1.3 a Member (including a Member who is also a Trustee) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

23.1.4 a Member (including a Member who is also a Trustee) may receive any Benefit in their capacity as a beneficiary of the Charity.

23.2 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

24 Benefits to Trustees

24.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

24.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

24.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;

24.1.3 an indemnity in accordance with these Articles;

24.1.4 payment to any company in which a Trustee has no more than a 2% shareholding; and

24.1.5 other payments or benefits permitted by charity law or with the prior consent of the Commission;

provided that the Trustees must comply with the provisions of Articles 25, 26 and 27 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

24.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

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24.2.1 interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);

24.2.2 a reasonable rent or hiring fee for property let or hired to the Charity;

24.2.3 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity; and

24.2.4 in respect of the provision of goods or services in accordance with Article 24.3;

provided that the Trustees must comply with the provisions of Articles 25, 26 and 27 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

24.3 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:

24.3.1 the goods or services are actually required by the Charity;

24.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;

24.3.3 the Trustee has declared his or her Interest in accordance with Article 25 and the Trustees have complied with the procedure in Article 27.3;

24.3.4 the total number of Trustees who are subject to or affected by such a contract in any financial year constitute a minority of the Trustees in office at the time (and this provision will apply to a Trustee if this Article 24.3 applies to a person who is Connected to that Trustee); and

the services supplied are not services supplied by the Trustee in his / her capacity as a Trustee provided that the Trustees must comply with the provisions of Articles 25,26 and 27 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

24.4 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 23 for a Member or Articles 24.1 and 24.2 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

24.5 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

24.6 This Article may not be amended without prior written consent of the Commission.

25 Declaration of Interests

25.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

25.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

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25.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

25.4 Any declaration must be made in accordance with the provisions of the Act:

25.4.1 at a meeting of the Board; or

25.4.2 by notice in writing to the Trustees; or

25.4.3 by general notice to the Trustees.

25.5 A Trustee is not required to declare an Interest:

25.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

25.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

25.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).

25.6 The Charity will maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees will prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

26 Conflicts of Interest

26.1 Subject to Articles 26.2 and 27, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).

26.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 26.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 24.1 of these Articles.

27 Authorisation of Conflicts of Interest

27.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:

27.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 24 of these Articles;

27.1.2 the Trustees act in what they consider to be the best interests of the Charity; and

27.1.3 the Trustees comply with the procedures set out in this Article 27.

27.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 27.1 the Trustee concerned must:

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27.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);

27.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;

27.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;

27.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and

27.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).

27.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.

27.4 In giving any authorisation in accordance with Article 27.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:

27.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);

27.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

27.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;

27.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and

27.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).

27.5 In giving the authorisation under Article 27.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:

27.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;

27.5.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

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27.5.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;

27.5.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and

27.5.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

28 Records and accounts

28.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

28.1.1 annual reports;

28.1.2 annual returns; and

28.1.3 annual statements of account.

28.2 The Trustees must keep proper records of:

28.2.1 all proceedings at general meetings;

28.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);

28.2.3 all reports of committees; and

28.2.4 all professional advice obtained.

28.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

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

29 Notices

29.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.

29.2 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

29.3 The Charity may deliver a notice or other document to a Member by:

29.3.1 delivering it personally to the Member;

29.3.2 post or hand delivery to the Member's address shown in the register of Members;

29.3.3 electronic mail to an address notified by the Member in writing; or

29.3.4 by means of a website in accordance with Articles 29.4 and 29.5.

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29.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.

29.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 29.3.1, 29.3.2 or 29.3.3 of:

29.5.1 its presence on the website;

29.5.2 the address of the website;

29.5.3 the place on the website where it may be accessed; and

29.5.4 how to access it.

29.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 29.5 in accordance with the relevant provisions of 29.7.

29.7 Subject to Article 29.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received:

29.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

29.7.2 two clear days after being sent by first class post to that address;

29.7.3 three clear days after being sent by second class or overseas post to that address;

29.7.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier

29.7.5 as soon as the Member acknowledges actual receipt.

30 Indemnity

30.1 The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

31 Dissolution

31.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:

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31.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects; and (subject thereto),

31.1.2 directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto),

31.1.3 in such other manner consistent with charitable status as the Commission may approve in writing in advance.

31.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustees Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008.

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

32 Model articles

32.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

33 Interpretation

33.1 In these Articles:

the Act: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force.

Affiliates: means affiliate members as defined in Article 6.7.

these Articles: means these articles of association.

authorised representative: means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary.

Benefit: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth.

Board: means the board of trustees of the Charity.

Chair: means the Chair of the Board appointed in accordance with Article 15.

the Charity: means the company governed by these Articles.

charity trustee: has the meaning prescribed by section 177 of the Charities Act 2011.

clear day: means 24 hours from midnight following the relevant event.

the Commission: means the Charity Commission for England and Wales.

Conflict of Interest: means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties.

Connected Person: means any person falling within one of the following categories:

(a) any spouse or civil partner of a Trustee or a Member;

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(b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent;

(c) the spouse or civil partner of any person in (b);

(d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner; or

(e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member.

Interest: means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it.

Member and **Membership** refer to the members and member group of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity.

month: means calendar month.

Secretary: means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity.

Subsidiary Company: means any company in which the Charity holds:

(a) more than 50% of the shares; or

(b) more than 50% of the voting rights attached to the shares; or

(c) the right to appoint one or more of the directors.

taxable trading: means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax.

Trustee: means each of the directors of the Charity under the Act (and **Trustees** means all of the directors).

written or **in writing**: refers to a legible document on paper (including a fax message) or in electronic form (including an email).

year: means calendar year.

33.2 Expressions defined in the Act have the same meaning.

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

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In accordance with Section 24 of the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted

Companies House

✓ **What this form is for**
You may use this form to state that the restrictions to change articles have been observed.

✗ **What this form is NOT for**
You cannot use this form for notifying a change of articles that are not restricted.

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details

Company number: 0 5 0 1 0 3 9 5

Company name in full: Riding For The Disabled Association
Incorporating Carriage Driving

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Statement of compliance ❶

The above company certifies that the amendment has been made in accordance with the company's articles and, where relevant, any applicable order of a court or other authority.

❶ **Please note:**
This form must accompany the document making or evidencing the amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature
X P Straker X

This form may be signed by:
Director ❷, Secretary, Person authorised ❸, Liquidator, Administrator, Administrative receiver, Receiver, Receiver manager, Charity Commission receiver and manager, CIC manager, Judicial factor.

❷ **Societas Europaea**
If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.

❸ **Person authorised**
Under either section 270 or 274 of the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: Penelope Straker

Company name: VWV

Address: Narrow Quay House

Post town: Bristol

County/Region:

Postcode: B S 1 4 Q A

Country:

DX:

Telephone: 0117 314 5608

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

Important information

Please note that all information on this form will appear on the public record.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk