

Company number: 2907172
Registered charity number: 1035401

Companies Act 2006

Company limited by guarantee

SPECIAL RESOLUTION

Sussex Rural Community Council

("the Company")

At the annual general meeting of the Company, duly convened and held at Buxted Park Hotel, Station Road, Buxted TN22 4AY held on 17 October 2019 at 5.30pm the following resolution was passed as a special resolution:

SPECIAL RESOLUTION

That the Articles of Association of the Company shall be amended with immediate effect by:-

- (a) renumbering clause 3 (objects) of the Memorandum of Association (the provisions of which, pursuant to section 28 of the Companies Act 2006, are deemed to form part of the Articles of Association) as Article 1; and
- (b) replacing all other provisions of the Articles (and Memorandum) of Association in their entirety with Articles 2 to 14.

The amended Articles of Association are reproduced in the appendix to this special resolution.

Chantal Wilson
Chair

17th October 2019
Date



I, Sarah Louise Chiappini,
HEREBY CERTIFY that this is a
true and complete copy of
the original

[Signature]

Sarah Chiappini LLB
Solicitor (non-practising)
Roll number 165002

Filanthropia Consulting Limited
Heath House, Alldens Lane
Godalming
Surrey GU8 4AP
Company No. 8812064

Amended Articles of Association

“Company number: 2907172
Registered charity number: 1035401

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¹ARTICLES OF ASSOCIATION OF Sussex Rural Community Council

1. Objects

The **Objects** of the **Charity** are:

- 1.1 to promote any charitable purposes for the benefit of the community of the Counties of East and West Sussex and, in particular, the advancement of education, the protection of health, and the relief of poverty, distress and sickness;
to provide advice or information;
- 1.2 to promote and organise co-operation in the achievement of the above objects and to that end bring together in council representatives of the statutory authorities and voluntary organisations and other bodies and persons pursuing the above objects within the area of benefit.

2. Powers

¹ Pursuant to a special resolution of the Members of the Charity passed at an Annual General Meeting held on 17 October 2019 the Articles of Association of the Charity were amended by (a) renumbering clause 3 (objects) of the Memorandum of Association (the provisions of which, pursuant to section 28 of the Companies Act 2006, are deemed to form part of the Articles of Association) as Article 1 and (b) replacing all other provisions of the Articles (and Memorandum) of Association in their entirety with Articles 2 to 14.

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

- 2.1 to provide, and/or assist in the provision, of services, advice and/or information;
- 2.2 to carry out research;
- 2.3 to co-operate with other bodies;
- 2.4 to support, administer or set up other charities;
- 2.5 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.6 to borrow money;
- 2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.8 to acquire or hire property of any kind;
- 2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.12 to delegate the management of investments to a financial expert, but only on terms that:
 - (1) the investment policy is set down **in writing** for the financial expert by the Trustees;
 - (2) timely reports of all transactions are provided to the Trustees;
 - (3) the performance of the investments is reviewed regularly with the Trustees;
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a year;

- (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- (7) the financial expert must not do anything outside the powers of the Charity;
- 2.13 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.16 subject to **Article 6.3**, to employ paid or unpaid agents, staff or advisers;
- 2.17 to enter into contracts to provide services to or on behalf of other bodies;
- 2.18 to establish or acquire subsidiary companies;
- 2.19 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 There shall be a minimum number of three Trustees who being individuals are over the age of 18, all of whom must support the Objects. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - (1) is a Member; and
 - (2) has signed a written declaration of willingness to act as a charity trustee of the Charity.

3.5 The Members may elect up to a maximum of 16 Trustees which shall include such honorary officers as may be considered necessary/appropriate. One third (or the number nearest one third) of the Trustees elected pursuant to this Article must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

3.6 A retiring Trustee who is eligible under Articles 3.3 and 3.4 may be reappointed PROVIDED THAT no Trustee shall serve for more than 10 consecutive years.

3.7 A Trustee's term of office as such automatically terminates if he/she:

- (1) is disqualified under the Charities Act from acting as a charity trustee;
- (2) is incapable, whether mentally or physically, of managing his/her own affairs;
- (3) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (4) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- (5) is removed by the Members at a general meeting under the Companies Act.

3.8 The Trustees may at any time co-opt any individual who is eligible under Articles 3.3 and 3.4 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.5) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

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

4. Trustees' proceedings

4.1 The Trustees must hold at least three meetings each year.

4.2 A quorum at a meeting of the Trustees is at least three or one third of the Trustees (if greater).

- 4.3 A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 4.4 The **Chair of Trustees** or (if the Chair of Trustees is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting of the Trustees.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any **Conflicted Trustee** who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.
- 5.2 To ~~delegate~~ any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.3 To make rules consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.4 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.

- 5.5 To make rules consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.6 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.7 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members.

6. **Benefits and Conflicts**

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (1) Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,

Subject to compliance with Article 6.4:

- (2) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (3) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (4) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.

- 6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 6.1 or 6.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (3) the benefit of **indemnity insurance** as permitted by the Charities Act;

- (4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (5) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods and/or services in return for a payment or other material benefit but only if:
- (1) the goods and/or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
 - (3) fewer than half of the Trustees are subject to such a contract in any financial year.
- 6.4 Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
 - (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
 - (3) not be counted in the quorum for that part of the meeting; and
 - (4) be absent during the vote and have no vote on the matter.

6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity, or
- (4) refrain from taking any step required to remove the conflict.

6.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;

- (2) all resolutions in writing;
 - (3) all reports of committees; and
 - (4) all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 7.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.
8. **Membership**
- 8.1 The Charity must maintain a register of Members.
- 8.2 Subject to Article 8.3, the following are eligible for **Membership**:
- (1) statutory authorities, voluntary organisations and bodies operating in the area of benefit referred to in the Objects who shall each be invited to appoint an individual person as their representative; and
 - (2) individuals living within the said area of benefit who are interested in furthering the Objects.
- 8.3 All prospective Members must complete a Membership application form (the contents of which shall be prescribed by the Trustees) and such other documentation as the Trustees may from time to time reasonably require. If the Trustees approve an application for Membership they must notify the applicant of their decision within 21 days.
- 8.4 The Trustees may refuse an application for Membership if they believe that it is in the best interests of the Charity for them to do so and provided that any such refusal is not

discriminatory on the grounds of race, colour, creed, sex or disability. If the Trustees decide to refuse an application for Membership they must give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal. The Trustees shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application shall be final.

8.5 The Trustees may determine annual Membership subscriptions.

8.6 Membership is not transferable.

8.7 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and determine their respective rights and obligations, including the payment of subscriptions, and the conditions for admission and termination (provided that these are not inconsistent with the Articles).

8.8 Membership is terminated if:

- (1) the Member dies, or if it is an organisation, ceases to exist;
- (2) the Member resigns by written notice to the Charity;
- (3) any sum due from the Member to the Charity is not paid in full within six months of falling due; or
- (4) the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her Membership is terminated.

A resolution to remove a Member from membership may only be passed if:

- the Member has been given at least twenty-one **clear days'** notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and

- o the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations at the meeting.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least six.
- 9.4 The **President** for the time being or if there are **Joint Presidents**, such Joint President as the Members shall determine shall chair general meetings. If the President or Joint Presidents (as the case may be) is/are not present or is/are unable or unwilling to preside at a general meeting the Members shall appoint a **Vice-President** to chair the general meeting and if there is no Vice President present or able or willing to preside at the general meeting the Chair of Trustees shall chair the general meeting.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

9.8 The Charity must hold an AGM in every year.

9.9 Members must annually at the AGM:

- (1) receive the accounts of the Charity for the previous **financial year**;
- (2) receive a written report on the Charity's activities;
- (3) be informed of the retirement of those Trustees who wish to retire or who are retiring pursuant to Article 3.5 ;
- (4) elect Trustees to fill the vacancies arising;
- (5) appoint reporting accountants or auditors for the Charity;

9.10 Members may also from time to time

- (1) confer on any individual (with his/her consent) the honorary title of Patron, President, Joint President and/or Vice-President of the Charity and for the avoidance of doubt, such persons shall NOT be Trustees; and
- (2) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. Communications

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (1) by hand;
 - (2) by post;
 - (3) by suitable electronic means; or
- through publication in the Charity's newsletter or on the Charity's website.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means posted on the Charity's website or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally; or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

- 13.1 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members but shall be given or transferred to some charity or charities having objects similar to the Objects which prohibits the distribution of its or their property and funds to an extent at least as great as is imposed by Article 6, chosen by the Members at or before the time of dissolution and if that cannot be done then for some other charitable object as the Commission approves in writing in advance.
- 13.2 A final report and statement of account must be sent to the Commission (and/or such other information/notification as the Commission shall from time to time require).
- 13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. Interpretation

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 14.2 In the Articles, unless the context indicates another meaning:
- ‘AGM’ means an annual general meeting of the Charity;
- ‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;
- ‘Chair of Trustees’ means the chair of the Trustees who shall be appointed by the Trustees from one of their number (and whose appointment may at any time be revoked by the Trustees);
- ‘the Charity’ means the company governed by the Articles;
- ‘the Charities Act’ means the Charities Acts 1992 and 2011 and the Charities (Protection and Social Investment) Act 2016, as applicable;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Acts (as defined in section 2 of the Companies Act 2006), as applicable;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial expert’ means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘material benefit’ means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘Member’ and **‘Membership’** refer to company Membership of the Charity;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power.

Where applicable, **‘Members’** in this definition means a class of Members;

‘the Objects’ means the Objects of the Charity as defined in Article 1;

‘President’, **‘Joint Presidents’** and **‘Vice-Presidents’** means the persons who may from time to time be appointed by the Members pursuant to Article 9.10;

‘Resolution in writing’ means a written resolution of the Trustees;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘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 a director of the Charity and ‘Trustees’ means the directors;

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

- 14.3 Expressions not otherwise defined which are defined in the Charities Act and the Companies Act, as the case may be, have the same meaning.
- 14.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 14.5 Words importing one gender shall include all genders and the singular includes the plural and vice versa.”