

The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE
NOT HAVING SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

MIND IN BRADFORD

(Adopted by Written Resolution on 19 April 2021)

1 Interpretation

1.1 In these articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

the Act means the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force.

the or these Articles means the Articles of Association of the Charity, as amended from time to time.

Board means the Board of Trustees.

Chair means the chair of Trustees appointed in accordance with these Articles.

Charity the company regulated by these Articles.

Charity Commission means the Charity Commission for England and Wales.

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

Connected Person includes:

- (a) any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child);
- (b) the spouse, civil partner of a Trustee or any person falling within (a) (and includes any person with whom a Trustee lives as partner in an enduring relationship);
- (c) a person carrying on business in partnership with a Trustee or with any person falling within (a) or (b);

- (d) an institution which is controlled (i) by a Trustee or by any person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i) when taken together; and
- (e) a body corporate in which (i) a Trustee or any connected person falling within any of paragraphs (a) to (c) has a substantial interest, or (ii) two or more persons falling within (e)(i) when taken together, have a material interest,

and 'controlled' and 'substantial interest' have the meaning provided in ss351 to 352 Charities Act 2011

Electronic Form something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form.

Electronic Media communicated audio and visual effected by electronic means.

Eligible Trustees means all Trustees who would be entitled to vote on a resolution at a Board meeting.

Financial Expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000.

General Meeting means a general meeting of the Charity.

Member means a member of the Charity for the purposes of the Act and Members means all the members.

the **Objects** means the objects of the Charity set out in Article 4.

the **Office** means the Registered Office of the Charity.

the **Register** means the register of members of the Charity kept pursuant to the Act.

the **Seal** means the common seal of the Charity, if it has one.

the **Secretary** means any person appointed to perform the duties of secretary of the Charity.

A **Trustee** means a director of the Charity and Trustees means all the directors.

Vice Chair means the vice chair of Trustees appointed in accordance with these Articles.

In **writing** or **written** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

1.2 Unless specifically stated otherwise:

1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Charity;

1.2.2 Words denoting the singular include the plural and vice-versa;

- 1.2.3 Words denoting any one gender include all genders;
- 1.2.4 Each reference to "person" includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality);
- 1.2.5 General words shall not be given a restrictive Interpretation by reason of their being preceded or followed by words Indicating a particular class of acts, matters or things.

1.3 The Companies (Model Articles) Regulations 2006 shall not apply to the Charity.

2 Name and Office

2.1 The name of the Charity is Mind in Bradford (or such other name as the Trustees shall from time to time decide).

2.2 The Office of the Charity will be situated in England.

3 Guarantee

3.1 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member or within one year after he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributions among themselves such amount as may be required not exceeding one pound.

4 Objects

The Objects of the Charity are to promote the perseveration and the safeguarding of mental health and the relief of persons who are suffering from a mental disorder in association with Mind (The National Association of Mental Health (**Mind**) in accordance with the aims and objects of Mind.

5 Powers

The charity has power to do anything which is calculated to further its object(s) or is conducive or incidental to doing so. In particular, the charity has the power

5.1 to raise funds. In doing so, the charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;

5.2 to buy, take on lease or in exchange, hire or otherwise acquire any property an to maintain and equip it for use;

5.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the charity, in exercising this power, the charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;

5.4 to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The charity must comply as appropriate with sections 124 – 126 of the Charities Act 2011 if it wishes to mortgage land;

5.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;

- 5.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- 5.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 5.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.9 to employ and remunerate such staff as are necessary for carrying out the work of the charity. The charity may employ or remunerate a director only to the extent it is permitted to do so by article 7 and provided it complies with the conditions in that article;
- 5.10 to:
 - 5.10.1 deposit or invest funds;
 - 5.10.2 employ a professional fund-manager; and
 - 5.10.3 arrange for the investments or other property of the charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.11 to provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 5.12 to pay out of the funds of the charity the costs of forming and registering the charity both as a company and as a charity.

6 Use of Income and Property

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that this Article shall not prevent any payment in good faith by the Charity:
 - 6.1.1 of reasonable and proper remuneration to any Member, officer or employee of the Charity (not being a Trustee) for any goods or services supplied to the Charity and of travelling expenses necessarily incurred in carrying out the duties of officer or employee of the Charity;
 - 6.1.2 of interest at a reasonable rate on money lent by any Member or Trustee;
 - 6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Charity by any Member or Trustee;
 - 6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
 - 6.1.5 to any Trustee of reasonable out-of-pocket expenses;
 - 6.1.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Charity in accordance with Article 26;

- 6.1.7 of the payment of remuneration to a Trustee for services under a contract with the Charity as authorised by Article 6.2;
 - 6.1.8 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees as permitted under Articles **Error! Reference source not found.** and Article 26;
 - 6.1.9 of the payment to any Member or Trustee of charitable benefits in furtherance of the Objects;
 - 6.1.10 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).
- 6.2 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply services or goods to the Charity in return for a payment or other material benefit if:
- 6.2.1 the services or goods are actually required by the Charity;
 - 6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;
 - 6.2.3 the number of Trustees who are interested in any such a contract in any financial year of the Charity is in the minority; and
 - 6.2.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Charity, and likely to promote the success of the Charity, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Charity for the amount or maximum amount of benefit or payment.

7 Conflicts of Interest

- 7.1 To the extent required by law every Trustee must disclose to the Charity all matters in which he or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Charity.
- 7.2 To the extent required by law every Trustee is obliged to avoid situations in which he has (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Charity where a Trustee is unable to avoid such a situation, this obligation is not infringed if:
 - 7.2.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
 - 7.2.2 the matter has been proposed and authorised by the Trustees in the manner set out in Article 7.3;
- 7.3 A matter proposed to the Trustees, in relation to which a Trustee(s) is/are conflicted, may only be authorised by the Trustees where:
 - 7.3.1 subject to Article 7.4, any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Trustee(s) in question;
 - 7.3.2 the matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to had their vote been counted); and

- 7.3.3 the Trustee(s) In question is absent from the Board meeting for that item unless expressly invited to remain to provide information.
- 7.4 Where there are insufficient Eligible Trustees to form a quorum at a Board meeting (or part of it) the Eligible Trustees present shall be deemed to form a quorum for the purposes of authorising the matter proposed to them under Article 7.2.2 provided that:
- 7.4.1 they are satisfied that the Trustee(s) in question will not receive any direct or indirect benefit other than one permitted by these Articles; and
- 7.4.2 the total number of Trustees at the Board meeting is equal to or higher than the usual quorum for the Board, notwithstanding that some Trustees may or not be Eligible Trustees.
- 7.5 Subject to Article 7.6, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Charity, the Trustee must:
- 7.5.1 declare the nature and extent of that interest either at a Board meeting or by written notice before the Charity enters into the transaction or arrangement;
- 7.5.2 be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;
- 7.5.3 not be counted in the quorum for that part of the Board meeting; and
- 7.5.4 be absent during any vote and have no vote on the matter (whether in a Board meeting or by written resolution).
- 7.6 Notwithstanding Article 7.5, a Trustee who is interested in a proposed transaction or arrangement with the Charity may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is one falling within Article 7.7 ("a permitted cause").
- 7.7 This Article applies when a Trustee's interest in a proposed transaction or arrangement cannot reasonably be regarded as likely to give rise to a conflict of interest, or the Trustee's conflict of interest arises from any of the following permitted causes:
- 7.7.1 where the proposed transaction or arrangement is one which applies to the Trustee(s) in question in common with other third parties and there is no benefit to the Trustee(s) in question over and above that afforded to such third parties;
- 7.7.2 any transaction or arrangement with a charity of which a Trustee is a charity trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the Charity and which does not confer a personal benefit on the Trustee;
- 7.7.3 any transaction or arrangement with a company limited by shares or a company limited by guarantee which is wholly owned by the Charity (or the Charity and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee; and
- 7.7.4 where the benefit is so negligible or minimal that it could not reasonably be regarded as giving rise to a conflict of interest.
- 7.8 Subject to article 7.9, if a question arises at a Board meeting as to the right of a Trustee to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Trustee other than the Chair shall be final and conclusive.

- 7.9 If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Trustees at that Board meeting, for which purpose the Chair shall not be counted as participating in the Board meeting (or that part of the Board meeting) for voting or quorum purposes.

8 Members' Limitation of Liability

The liability of the Members is limited.

9 Members

- 9.1 Members shall automatically be the persons appointed from time to time as the Trustees and shall be the only Members.
- 9.2 A Member shall cease to be a Member automatically upon ceasing to be a Trustee.
- 9.3 The Trustees may from time to time establish other categories of membership, including informal or supporter membership and associate membership, and may set out the rights and duties of such members (and may vary or revoke such rights and duties from time to time) and may from time to time require the payment of a subscription fee.

10 Annual General Meeting

The Charity shall in each year hold an Annual General Meeting in addition to any other Members' meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Charity and that of the next. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint. All Members' meetings other than the Annual General Meetings shall be called General Meetings. Article 11 and Article 12 shall apply to Annual General Meetings as they apply to General Meetings.

11 General Meetings

- 11.1 The Trustees, or the Chair, may whenever they or he thinks fit call General Meetings in accordance with the Act.
- 11.2 Notice of General Meetings shall be given, and General Meetings shall be held, in accordance with the Act.
- 11.3 No business shall be transacted at any General Meeting unless a quorum of Members is present. One third of the Members subject to a minimum of three Members present in person or by proxy shall be a quorum.
- 11.4 Any of the Members can take part in a General meeting or committee meeting by way of:
- 11.4.1 electronic media or conference telephone or similar equipment designated to allow everybody to take part in the meeting; or
- 11.4.2 a series of electronic media or telephone calls from the Chair.
- 11.5 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of electronic or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.
- 11.6 A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in accordance with the Act.

- 11.7 A declaration by the Chair that a resolution has been passed shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

12 General Meetings – Voting

- 12.1 At a General Meeting every Member shall have one vote (whether on a show of hands or on a poll) to be cast by the Member either personally or by proxy.
- 12.2 No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 12.3 Every Member shall be entitled to appoint another person as his proxy in accordance with the Act. A proxy does not need to be a Member.
- 12.4 Proxies may only be validly appointed by a notice in writing (a "**proxy notice**") which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which he is appointed, is signed by or on behalf of the Member and is delivered to the Charity in accordance with these Articles.
- 12.5 The Trustees may require proxy notices to be delivered in a particular form.
- 12.6 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
- 12.7 Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 12.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.
- 12.9 An appointment under a proxy notice may be revoked by delivering the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 12.10 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.

13 Written Resolutions of Members

- 13.1 Except in the case of a resolution to remove a Trustee or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held provided that:
- 13.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed by at least 75% of all those Members entitled to receive notice of and to attend General Meetings;
- 13.1.2 in the case of an ordinary resolution, it is signed by a majority of all those Members entitled to receive notice of and to attend General Meetings;
- 13.1.3 it complies with any other legal requirements from time to time.
- 13.2 A resolution in writing is passed when the required majority of Members have signified their agreement to it.

14 Trustees

- 14.1 Until otherwise determined by an ordinary resolution of the Charity, the number of Trustees shall not be less than three there is no maximum number.
- 14.2 The Trustees shall have power at any time from time to time to appoint any person who is able and willing to do so to be a Trustee and a Member.
- 14.3 A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.
- 14.4 A person wishing to be a Trustee must be aged 18 years or over and must be recommended by the Trustees.
- 14.5 It is at the Trustees absolute discretion as to the approval and admission of any person to the Board of Trustees. The Board of Trustees shall not be bound to give any reason for its decision.

15 Retirement of Trustees

- 15.1 Each Trustee shall be appointed for a three-year term at the end of each term a Trustee shall retire from office but may be re-appointed on two further occasions only (except in exceptional circumstances by resolution of the members) provided they remain eligible to be appointed as a Trustee.
- 15.2 The length of the terms of office for the trustees on the adoption of these Articles of Association shall be determined by the Trustees at the first meeting following the date of adoption of these Articles of Association.
- 15.3 If the Trustees at the meeting at which a Trustee retires from office do not fill the vacancy the retiring Trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Trustee is put to the meeting and lost.
- 15.4 Notwithstanding anything in these Articles, the Charity may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Trustee before the expiration of his period of office.

16 Powers and Duties of the Trustees

- 16.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Charity, the business of the Charity shall be managed by the Trustees for which purpose they may exercise all the powers of the Charity. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given the powers given by this article shall not be limited by any special power given to the Trustees by these Articles and at a Board meeting at which a quorum of Trustees is present may exercise all the powers exercisable by the Trustees.
- 16.2 The Trustees may exercise all the powers of the Charity to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Charity or of any third party, but only insofar as is permitted by law.
- 16.3 Subject to the provisions of these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

- 16.4 To make Standing Orders consistent with these Articles and the Act to govern proceedings at General Meetings.
- 16.5 To make any rules consistent with these Articles and the Act to govern proceedings to govern their meetings and meetings of sub-committees.
- 16.6 To establish procedures to assist the resolution of disputes within the Charity.

17 Disqualification of Trustees

- 17.1 The office of a Trustee shall be vacated if:
 - 17.1.1 he ceases to be a Member;
 - 17.1.2 he dies or becomes subject to a bankruptcy order or he makes any arrangement or composition with his creditors;
 - 17.1.3 he is the subject of a written opinion by a registered medical practitioner who is treating that Trustee, addressed to the Charity, stating that that Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - 17.1.4 in the case of a corporate trustee, a resolution is passed or an order is made for its winding up or it is placed in liquidation, or an administrator or a liquidator is appointed, or ceases to exist;
 - 17.1.5 by notice in writing to the Charity he resigns his office;
 - 17.1.6 he is disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;
 - 17.1.7 he is disqualified in accordance with any rules, regulations or codes in force from time to time and applicable to Trustees;
 - 17.1.8 he is removed by the Trustees on the basis that in their reasonable opinion, his conduct or behaviour is detrimental to the interests of the Charity;
 - 17.1.9 he has been convicted of any criminal offence, except where the maximum sentence for that offence is a fine;
 - 17.1.10 he absents himself from Board meetings during a continuous period of six months without special leave of absence from the Trustees and they pass a resolution that he has by reason of such absence vacated office.

18 Proceedings of the Trustees

- 18.1 The quorum necessary for the transaction of business of the Trustees shall be one third of the Trustees, subject to a minimum of three Trustees. Questions arising at any meeting shall be decided by a majority of votes in the case of an equality of votes, the Chair shall have a second or casting vote.
- 18.2 Unless otherwise resolved by the Trustees, the Trustees shall meet at least twice each year.
- 18.3 The Trustees may from time to time elect from amongst their number a Chair and a Vice Chair and may determine for what period they are to hold office. The Chair shall be entitled to preside at all Board meetings and General Meetings at which he shall be present if there shall be no Chair or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice Chair shall act as Chair of the meeting and if no Vice Chair is elected or if at any meeting he is unwilling to do so

or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be chair of the meeting.

- 18.4 A Chair or a Vice Chair elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years, if and for so long as he shall remain a Trustee. A retiring Chair and Vice-Chair may be re-elected.
- 18.5 The Trustees may delegate the administration of any of their powers to individual Trustees or to committees of Trustees and any such delegated authority must be used in accordance with any rules that the Trustees impose.
- 18.6 The Board may co-opt any person or people who are not Trustees to serve on the committee, but any such committee must have at least one Trustee on it at all times.
- 18.7 All acts and proceedings taken under such delegated authority must be reported to the Trustees as soon as reasonable.
- 18.8 Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.
- 18.9 Any of the Trustees, or any committee of the Trustees, can take part in a Trustees meeting or committee meeting by way of:
 - 18.9.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 18.9.2 a series of video conferences or telephone calls from the Chair.
- 18.10 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of electronic media or telephone calls from the Chair will be treated as taking place where the Chair is otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.
- 18.11 The Chair or Vice-Chair of the Trustees may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.
- 18.12 The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.
- 18.13 All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 18.14 The Trustees shall cause proper minutes to be made in books provide for the purpose of:
 - 18.14.1 all appointments of officers made by the Trustees;
 - 18.14.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and

18.14.3 all resolutions and proceedings at all meetings of the Charity and of the Trustees and of committees of the Trustees.

18.15 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.

18.16 A resolution of the Trustees may be taken by majority of the Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Trustees' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person for the avoidance of doubt, a Trustee may indicate his agreement to a resolution in Electronic Form.

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

19 Secretary

A Secretary may be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.

20 Execution of Documents

The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary (if any), or by a second Trustee, or by some other person appointed by the Trustees for that purpose. Otherwise, documents shall be executed for and on behalf of the Charity in accordance with the Act.

21 Honorary Officers

The Trustees may, at any time and from time to time, appoint any person, whether a member of the Charity or not, to be president, a vice-president or a patron of the Charity, such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

22 Accounts

Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Charity, carrying on activities of the nature carried on by the Charity.

23 Annual Report

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual report and its transmission to the Charity Commission.

24 Annual Return

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual return and its transmission to the Charity Commission.

25 Notices

- 25.1 Subject to these Articles, anything sent or supplied by or to the Charity under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
- 25.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.
- 25.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 25.4 A Trustee may agree With the Charity that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 25.5 Where a document or information is sent or supplied by the Charity by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 25.6 Where a document or information is sent or supplied by the Charity in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
- 25.7 Where a document or information is sent or supplied by the Charity by means of a website, service or delivery shall be deemed to be effected when:
- 25.7.1 the material is first made available on the website; or
- 25.7.2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 25.8 A Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 25.9 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

26 Indemnity and Insurance

- 26.1 Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled, every Trustee or other officer shall be indemnified out of the assets of the Charity against all costs and liabilities incurred by him in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in his favour, or he is acquitted, or relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.
- 26.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether or criminal) brought by any party in relation to the affairs of the Charity, provided that he will be obliged to repay such amounts no later than:

- 26.2.1 if he is convicted in proceedings, the date when the conviction becomes final; or
 - 26.2.2 if judgement is given against him in proceedings, the date when the judgement becomes final; or
 - 26.2.3 if the court refuses to grant him relief on any application under the Act, the date when refusal becomes final.
- 26.3 Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Charity for the benefit of any Trustee, or other officer, of the Charity against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

27 Alterations to these Articles

- 27.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law other alterations to these Articles may only be made by a special resolution at a General Meeting or by a written special resolution.
- 27.2 Alterations may only be made to:
- 27.2.1 the Objects; or
 - 27.2.2 to any clause in these Articles which directs the application of property on dissolution; or
 - 27.2.3 to any clause in these Articles which provides the Trustees (or any one of them) with any benefit,
- with the Charity Commission's prior written consent where this is required by law.
- 27.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles Issued must contain such alterations.

28 Affiliation to Mind (The National Association of Mental Health)

- 28.1 The Charity must be and must remain affiliated to Mind (unless or until such a decision to disaffiliate is taken by either party) and shall make such affiliation payment and annual levy to Mind in such form and in such amount as shall be determined from time to time by Council of Management of Mind.
- 28.2 The Charity is entitled to nominate one representative (being an individual who is not a paid employee of the Charity) to the Regional Council for the region in which the Charity is situated and otherwise to participate in the affairs of Mind as may be from time to time determined by the Council of Management of Mind (which comprises in part elected representatives of Regional Councils).

29 Dissolution

If, upon the winding-up or dissolution of the Charity, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Members (except where a Member is also a charity with similar objects) but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under, or by virtue of Article 7. Such charitable institution or institutions to be determined by the Members, at or before the time of dissolution, or in default by the Charity Commission if and insofar as effect cannot be given to such provision then, such property shall be given to some other charitable object.

STANDING ORDERS MADE UNDER ARTICLE 16.4

Proxy Votes and Proxy Forms

1. In order for a proxy vote to be valid, a member appointing a proxy to vote at general meetings of the Charity must sign the proxy form personally or by a duly authorised attorney and comply with the rules set out below.
2. The content of the proxy forms is set out below.
3. If the proxy form is signed by someone having a power of attorney for the member, then a copy of the power of attorney must be sent to the address of the Charity designated on the proxy form (“the **designated address**”) at the same time as the signed proxy form.
4. The designated address may be a postal or an email address.
5. A signed proxy form for a general meeting must be sent either by post or email to the designated address to arrive in advance of the time the general meeting is due to start.
6. The proxy form, once signed shall be deemed to give the proxy power to demand or join in demanding a poll (that is, a counted vote) on any issue.
7. If the proxy form is to be used to vote on a poll, it must be sent to the designated address to arrive at least 24 hours before the time the poll is due to be held.
8. If a poll is not taken immediately after it has been demanded, but is taken within 48 hours after being demanded, then the proxy form may be delivered to the Chair or any trustee at the meeting where the poll was demanded.
9. Where a member revokes the appointment of her/his/its proxy or a member organisation revokes the authority of its representative, the vote of the proxy or the representative will still be valid unless notice of the revocation has been received at the designated address before

the start of the meeting where the vote is taken or the time a poll was held (if it is held on a later date).

PROXY FORM

MIND IN BRADFORD

I _____ (name of Member)

of _____ (address of Member)

a member of the above company **HEREBY APPOINT**

_____ (name of proxy)

of _____ (address of proxy)

and failing her/him/it

_____ (name of alternate proxy)

of _____ (address of alternate proxy)

to vote for me/us on my/our behalf at the General Meeting to be held on _____ day of _____ 2020 and at every adjournment thereof. As witness my hand this _____ day of _____ 2020.

Signed: _____ [signature of member or member's duly appointed attorney]

Where the proxy form requires that the proxy should vote for or against a resolution then the form is as follows:

MIND IN BRADFORD

I _____ (name of Member)

of _____ (address of Member)

a member of the above company **HEREBY APPOINT**

_____ (name of proxy)

of _____ (address of proxy)

and failing her/him/it

_____ (name of alternate proxy)

of _____ (address of alternate proxy)

to vote for me/us on my/our behalf at the General Meeting to be held on _____ day of _____ 2020 and at every adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

- Resolution No 1 *for *against
- Resolution No 2 *for *against
- Resolution No 3 *for *against

*Strike out whichever is not desired

As witness my hand this _____ day of _____ 2020

Signed: _____ [signature of member or member's duly appointed attorney]