

THE COMPANIES ACTS 1985 - 1989

Company limited by guarantee
and not having a share capital

**MEMORANDUM and
ARTICLES of ASSOCIATION**

of

The Uphill Ski Club of Great Britain
(a registered Charity No 287106)

**Incorporated on 25 day of November 1982
No: 1681335**

Memorandum and Articles of Association

Company limited by guarantee and not having a share capital

MEMORANDUM of ASSOCIATION

The Memorandum of Association sets out the Objects of the Company and the Powers conferred upon it to enable it to achieve its Objects, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.

	NAME
1.	The name of the Company (hereinafter called " the Charity ") is The Uphill Ski Club of Great Britain.
1.1	The Charity shall also be known as Disability Snowsport UK
	REGISTERED OFFICE
2.	The Registered Office of the Charity will be situated in England

	OBJECTS
3.	The Charity has been formed to benefit people with a disability (" the Beneficiaries ") with the following objects (" the Objects "):
3.1	To provide or assist in the provision of facilities for competition, recreation and other leisure-time activities, following principles of quality and safety and in the interests of social and therapeutic welfare, so that the conditions of life of the beneficiaries may be improved and to promote <i>these benefits</i> without distinction on grounds of age, race, political, religious, or other opinions, by associating among volunteers, statutory authorities and voluntary organisations in a common effort to advance participation, education and integration.
	POWERS
4	The Charity shall have the following powers, but only in furtherance of the Objects (and wherein reference to " property " means any property, assets or rights, heritable or moveable, wherever situated).
	General
4.1	To organise snowsport <i>as defined in Article 2 of the Articles of Association</i> and other events that are allied to snowsport.
4.2	To provide equipment and apparatus for the purpose of snowsport
4.3	To promote and carry out research, surveys and investigations <i>into snowsport</i> and to promote, develop and manage initiatives, projects and programmes.
4.4	To provide advice, consultancy, training, tuition, expertise and assistance <i>in or relating to snowsport</i> .
4.5	To prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, media and other publications, all in any medium.
	Property

4.6	To purchase, take on lease, hire, or otherwise acquire any property suitable for the Charity <i>or</i> any one or more of the charitable organisations, institutions, societies or bodies with which this Charity is authorised to amalgamate, and to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Charity's property.
4.7	To sell, manage, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Charity.
4.8	In case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Charity shall not sell, mortgage or charge lease the same without such authority, approval or consent as may be required by law and as regards any such property shall be answerable and accountable for acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would if no incorporation had been effected and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners.
	Employment
4.9	To employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Charity.
4.10	The objects of the <i>Charity</i> shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
	Funding and Financial
4.11	To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Charity providing that the Charity shall not undertake any permanent trading activities in raising funds for its primary objectives other than the provision for reward of snowsport training and instruction.
4.12	To accept subscriptions, grants, donations, gifts, securities, legacies and endowments of all kinds, either absolutely or conditionally or in trust.
4.13	To borrow and raise money and to give security in support of any obligations undertaken by the Charity.
4.14	To set aside funds not immediately required as a reserve or for specific purposes and to invest the same in such investments as may be considered appropriate, which may be held in the name of a nominee Company under the instructions of the Board, and to dispose of <i>and/or</i> vary such investments.
4.15	To make grants or loans of money and to give guarantees and to make donations for any charitable purpose falling within the Objects and for the benefit of the Beneficiaries collectively or individually in the field of snowsport.
	Development
4.16	For any purpose falling within the Objects, to establish, subscribe to, manage, amalgamate with or co-operate with and/or support any other charitable organisation, society or body not formed or established for purposes of profit whose objects are wholly or in part similar to the Charity.
4.17	<i>Subject to Clause 4.11</i> , to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not.
4.18	To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the <i>Charity</i> and to enter into any arrangement for co-operation or mutual assistance with any charitable organisation.

4.19	To enter into contracts to provide services to or on behalf of others in support of the Objects.
	Insurance and Protection
4.20	To effect insurance of all kinds, which may include indemnity insurance in respect of Trustees and employees, <i>provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity.</i>
4.21	To oppose, or object to, any process which may prejudice the interests of the Charity.
	Ancillary
4.22	To pay the costs of development of the Charity.
4.23	To carry out the Objects as principal, agent, contractor, Trustee or in any other capacity in any part of the world.
4.24	To do anything which may be incidental or conducive to the Objects so long as these are charitable.
4.25	The Charity and the officers and Members thereof shall at all times observe and perform the conditions of Membership of affiliated groups published by Scope from time to time for groups affiliated to Scope.
	CONSTRAINTS ON RETURNS TO MEMBERS
5.1	The income and property of the Charity shall be applied solely towards promoting the Objects and do not belong to the members. Any surplus income or assets of the Charity are to be applied for the benefit of the Beneficiaries.
5.2	No part of the income or property of the Charity shall be paid or transferred (directly or indirectly) to the members of the Charity, or to any other individual, whether by way of dividend, bonus or otherwise, except in relation to Clause 5.4.
5.3	No Trustee shall be appointed as a paid employee of the Charity.
5.4	No benefit (whether in money or in kind) shall be given by the Charity to any member or Trustee <i>provided that nothing shall prevent any payment by the Charity in good faith of:</i>
5.4.1	repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board of Trustees); or
5.4.2	reasonable remuneration to any member, officer or servant in return for specific services actually rendered to the Charity (not being of a management nature normally carried out by a Trustee of the Charity); or
5.4.3	payment of interest at a rate not exceeding 2% less than the minimum lending rate prescribed for the time being by the Bank of England or 3% whichever is greater on money lent to the Charity by any member or Trustee; or
5.4.4	payment of rent at a rate not exceeding the open market rent for property let to the Charity by any member or Trustee; or
5.4.5	the purchase of property from any member or Trustee provided that such purchase is at or below market value or the sale of property to any member or Trustee provided that such sale is at or above market value.
5.4.6	fees, remuneration or other benefit in money or money's worth to a company of which an officer or Trustee may be a member holding not more than 1/100 part of the capital.
	and in any such event the terms of Articles 35 - 37 shall specifically apply.
	LIMIT OF LIABILITY

6.1	The liability of all members of the Charity is limited.
6.2	Every member of the Charity undertakes to contribute such amount as may be required (not exceeding one pound, £1) to the property of the Charity if it should be wound up whilst he is a member or within one year after he ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up.
	DISSOLUTION
7.1	The winding-up of the Charity may take place only on the decision of not less than 75% of <i>those of its Ordinary Members</i> who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
7.2	If, on the winding-up of the Charity, any property remains after satisfaction of all its debts and liabilities, such property shall be given or transferred to such other body or bodies as may be: determined by not less than 75% of <i>those of its Ordinary Members</i> of the Charity who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and <i>approved by Scope</i> . under declaration that, at or before the time of its winding up, the body or bodies referred to above must also be a charity or charities.
7.3	Nothing in this constitution shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 Charities and Trustee Investment (Scotland) Act 2005.

INTERPRETATION	
8	The definitions included in Article 2 are incorporated into this Memorandum.

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ARTICLES of ASSOCIATION

The Articles of Association provide the administrative constitution of the Company, establishing its membership, providing for meetings of members, establishing its board of management, providing for meetings of the board and confirming ancillary matters.

DEFINITIONS and INTRODUCTORY	
1	The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373) (such Table being hereinafter called "Table A") <i>shall not</i> apply to the Charity and the articles hereinafter contained shall be the Articles of Association of the Charity.
2.	In these Articles of Association, the following definitions apply throughout: "Act" means the Companies Act 1985 as amended and every statutory modification and re-enactment thereof for the time being in force. "AGM" means an Annual General Meeting. "Article(s)" means the Articles of Association of the Charity; "Snowsport" means skiing and snowboarding activities including activities with a competitive element and other events that are organised and related or allied winter sports; "Board" means the Board of Trustees; "the Members" means the Members of the Charity as defined in article 6 and "Member" and "Members" have corresponding meanings; "Employee" means any person in full or part-time paid employment by the Charity or in receipt of fees or any other form of remuneration from the Charity; "the Office" means the registered office of the Charity; "the Officers" means the Chairman, the Company Secretary and the Treasurer; "the Secretary" means the secretary of the Charity (being a post separate from that of Company Secretary) or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary; "the Trustees" means the Directors of the Charity (and "Trustee" has a corresponding meaning); "Beneficiary" means the recipient described in Clause 3 of the Memorandum; "Clear days" means a period excluding the day when notice is given and the day of the meeting; "EGM" means an Extraordinary General Meeting; "Memorandum" means the Memorandum of Association of the Charity; "Organisation" means any unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person); "Property" means any property, assets or rights, heritable or moveable, wherever

	situated in the world; “ electronic communication ” has the meaning set out in the Electronic Communications Act 2000; “ executed ” includes any mode of execution.
3.1	Words importing the singular number only shall include the plural number, and <i>vice versa</i> ; and words importing the masculine gender only shall include the feminine gender.
3.2	Expression referring to writing shall include reference to other modes of reproducing words in the visible form or reproduction from an original visible document in the audio, electronic or braille form.
3.3	Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.
4	The Charity is established to achieve the Objects.
	GENERAL STRUCTURE OF THE CHARITY
5	The structure of the Charity comprises:
5.1	Members comprising persons as defined in Article 6.
5.2	Trustees – comprising individuals willing to become Ordinary Members elected or appointed to the Board, who hold regular meetings between each AGM, set the strategy and policy of the Charity, generally control and supervise the activities of the Charity and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Charity.
5.3	Employees – such individuals engaged by the Board as it may consider necessary to perform duties pursuant of the objectives of the Charity..
6	The members of the Charity shall consist of persons and organisations as are admitted to membership in accordance with the terms of these Articles. The admission and classification of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the fees, subscriptions and other payments to be made by Members shall be determined by the Board from time to time.
7	The following conditions apply to membership:
7.1	The Charity shall have not fewer than 20 members at any time.
7.2	No <i>Employee</i> shall be eligible to be a Member of the Charity or of any Committee or a Trustee or act as proxy at any General Meeting of the Charity provided that the Board from time to time and in individual cases only suspend the operation of this Article in respect of Membership of the Charity or any Committee other than the Board by a unanimous resolution of the Board passed at a meeting of which at least seven day’s clear notice has been given.
8	The Board shall promptly consider applications for membership, made in such form as it shall prescribe from time to time, determining into which category of membership each applicant shall belong, and immediately thereafter shall approve any valid application provided the applicant is not excluded by virtue of Article 7.2 or has previously been a member of the Charity and excluded from membership by virtue of Article 13.2, 13.3 or 13.5.
9	The Charity shall maintain a Register of Members in accordance with the Act.
	MEMBERSHIP SUBSCRIPTIONS
10.1	Members shall pay a minimum annual subscription of such amount as shall be determined from time to time by the Board and which shall be payable on 1 st June in each year or such other date as shall be determined.
10.2	Life Membership may be offered on payment of a life subscription of such amount as shall be determined from time to time by the Board.

10.3	Day Members shall pay such daily or weekly rate for membership as the Board may approve.
11.1	Only those Ordinary Members who have paid their current subscription are entitled to take part in and vote at any General Meeting.
11.2	Exceptionally a Member may by a unanimous resolution of the Board be exempted from payment of the annual subscription for such fixed period as determined by the Board. Such exempted Members shall be known as Honorary Members and shall have rights as determined by the Board.
12	An individual who, or organisation which, ceases to be a member (for whatever reason) shall not be entitled to any refund of membership subscription.
	CESSATION OF MEMBERSHIP
13	A member shall cease to be a member if:
13.1	he, she or it sends written notice of resignation to the Charity; or
13.2	being an individual, he or she becomes insolvent or makes any arrangement with his or her creditors; or
13.3	being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being assignable); or
13.4	the annual subscription due remains outstanding for more than six weeks and the payment of the annual subscription has not been waived in accordance with Article 11.2 and if the Board chooses to expel that member from membership; or
13.5	a resolution that a member be expelled is passed by a majority of at least 75% of the members present and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Trustees, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
13.5.1	A person ceasing to be a member under the provisions of this Article shall be notified in writing by the Secretary to that effect and shall not be eligible for re-admission as a Member unless otherwise determined by the Board.
13.6	being an individual, he or she dies (the right of membership not being assignable).
	GENERAL MEETINGS (Meetings of Members)
14	The Board shall convene an AGM in each year, at such time as it may determine and not more than 15 months shall elapse between one AGM and the holding of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.
15	The business of each AGM shall include:
15.1	the report by the Chairman on the activities of the Charity;
15.2	the election of Trustees;
15.3	fixing of annual subscriptions;
15.4	the report of the auditor;
15.5	approval of the accounts of the Charity; and
15.6	the appointment of the auditor.
16	The provisions with regard to EGMs are as follows:
16.1	all General Meetings, other than AGMs, shall be called Extraordinary General Meetings;
16.2	the Board may convene an EGM whenever it thinks fit; and
16.3	the Board must convene an EGM within 28 days of a valid requisition. To be valid, such

	requisition must be signed by not less than 10% of the Ordinary Members, must clearly state the objects of the meeting and must be delivered to the Registered Office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
17	Subject to the terms of Articles 65 and 67, the provisions regarding notice of a General Meeting are as follows:
17.1	At least 14 clear days' notice shall be given of every General Meeting to each member, Trustee, the Charity Secretary and the auditor;
17.2	A notice may be given to a member either personally or by sending it by post to him at his registered address or (if he has no registered address) to the address supplied by him for the giving of notices, or by electronic communication to an electronic address supplied by him, provided that if the Member specifically requests service in one form, the Charity shall comply with his request. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting the notice and to have been effected at the expiration of twenty-four hours after the letter containing the notice is posted. Where a notice is sent by electronic communication, the notice shall be deemed served twenty-four hours after electronic transmission.
17.3	the notice shall specify the place, the day and the hour of the General Meeting, the general nature of any business and the full text of any Special Resolutions under Article 24;
17.4	the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any members, persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.
	CHAIRMAN OF GENERAL MEETINGS
18	The Chairman of the Charity, whom failing the Vice-Chairman of the Charity (if any), shall act as chairman of each General Meeting. If neither the Chairman nor the Vice-Chairman is present or willing to act as chairman of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Trustees present shall elect from among themselves one of the Elected Trustees who will act as chairman of that meeting.
	QUORUM and BUSINESS AT GENERAL MEETINGS
19	The quorum for a General Meeting shall be the lesser of 20 or 30% of the Ordinary Members, present in person. No business shall be dealt with at any General Meeting unless a quorum is present.
20	If a quorum is not present within 30 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time and place as may be fixed by the chairman of the meeting and if at such adjourned meeting a quorum is not present within 30 minutes from the time appointed for holding the meeting, the members present shall be a quorum.
21	The chairman of the General Meeting may, with the consent of a majority of the Ordinary Members present and voting thereat, adjourn the General Meeting to such time and place as he or she may determine.
	VOTING AT GENERAL MEETINGS
22	The chairman of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
23	The provisions regarding voting are as follows:
23.1	each Ordinary Member shall have one vote, which may be exercised in person by a show of

	hands (unless a secret ballot is demanded by the chairman of the meeting, or by at least five Ordinary Members present in person or by proxy at the meeting and entitled to vote, which may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting, shall be conducted in such a manner as the chairman of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded and, in that event, the chairman of the meeting shall appoint and instruct tellers, who may cast their own personal votes if Ordinary Members);
23.2	A demand for a secret ballot can be withdrawn;
23.3	<p>An Ordinary Member shall be entitled to complete one form of proxy to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:</p> <p>(a) A proxy need not be a member.</p> <p>(b) A proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the Ordinary Member who appointed him to speak at the meeting and to vote thereat.</p> <p>(c) The form appointing the Proxy shall be in the following form:</p> <div data-bbox="391 669 1380 1367" style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>I.....</p> <p>of.....</p> <p>being an Ordinary Member of the above Charity hereby appoint</p> <p>.....</p> <p>of.....</p> <p>and, failing him or her,.....</p> <p>of.....</p> <p>as my proxy to vote for me on my behalf at the (Annual/Extraordinary) meeting of the Charity to be held on..... and at any adjournment thereof.</p> <p>This form is to be used in favour of/against the resolution.</p> <p>Signed.....day of</p> <p><i>Signature of member appointing proxy</i></p> </div> <p>(d) The form appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a certified copy thereof shall be lodged at the Registered Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the form proposes to vote, and in default the instrument of proxy shall not be treated as valid.</p> <p>(e) No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless it expressly states to the contrary, in which event it shall be treated as valid until rescinded by the grantor in writing at the Registered Office.</p> <p>(f) A vote given in accordance with the terms of a form of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of</p>

	the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used (not having been deliberately withheld).
23.4	An Ordinary Member shall be entitled to vote by advance lodgement of vote by electronic communication. Voting by electronic communication shall be conducted subject to such requirements as the rules or by-laws of the Charity may from time to time prescribe. Where any Member has lodged a vote by electronic communication in advance and then attends the meeting his advance vote shall not be counted and he shall be entitled to vote in person at the meeting. If any question arises at a meeting over the validity of a vote lodged by electronic communication it shall be determined by the chairman of the meeting whose decision shall be final and conclusive.
23.5	in the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as any deliberative vote.
23.6	A resolution in writing signed by all Members entitled to vote shall be valid and effective as if the same had been passed at a General Meeting duly convened and held.
24	At any General Meeting a resolution put to the vote of the meeting shall be decided by a simple majority of the Ordinary Members through a show of hands of those physically present plus a count of the votes lodged by electronic communication prior to the meeting, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 75% of the Ordinary Members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:
24.1	to alter the name of the Charity; or
24.2	to amend the Objects; or
24.3	to amend these Articles (subject to Article 69.2); or
24.4	to wind up the Charity under Clause 7 of the Memorandum of Association; or
24.5	to form, acquire or dispose of any subsidiary; or
24.6	to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the Charity or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
24.7	all other Special Resolutions.
25	A resolution in writing signed by or on behalf of all or a sufficient majority of the Ordinary Members (as defined by the Board pursuant to Article 6) shall be as valid and effective as if the same had been passed at a General Meeting of the Charity duly convened and held. Such resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.
	POWERS AND DUTIES OF THE TRUSTEES
26	The number of Trustees shall be not less than <u>five</u> . Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Trustees shall not be more than <u>twelve</u> .
27	Employees of the Charity and a person who is neither a Member nor willing to accept membership may not be nominated as or become Trustees.
	COMPOSITION AND APPOINTMENT OF THE BOARD OF TRUSTEES
28	<i>Subject to Article 26, the Board shall comprise:</i>
28.1	up to <u>eight</u> individual persons elected as Trustees by the Ordinary Members under Article 29.4 and 29.5 ("the Elected Trustees"), who must themselves be Ordinary Members; and

28.2	up to <u>six</u> individual persons co-opted under Article 30 (“the Co-opted Trustees”), so as to ensure a spread of skills and experience within the Board.
28.3	The total of Co-opted Trustees must not outnumber the number of Elected Trustees.
	Elected Trustees
29	At the Annual General Meeting one-third of the Elected Trustees (or the nearest number upwards) shall retire from office;
29.1	a retiring Elected Trustee shall retain office until the close or adjournment of the meeting;
29.2	a retiring Trustee shall be eligible for re-election;
29.3	if no other Trustee has or Trustees have decided or agreed to retire, the Elected Trustees to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Trustees on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot;
29.4	nomination of any Elected Trustee, who shall himself be (or be eligible to become) an Ordinary Member, shall be in writing by not less than any two Ordinary Members delivered to the Registered Office not less than 7 days prior to the date of the AGM in question and wherein the nominee shall confirm his or her willingness to act as an Elected Trustee if elected; and
29.5	election of any Elected Trustee shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Trustees on the Board.
	Co-opted Trustees
30	Up to six individuals may be co-opted by the Board of Trustees itself, as follows:
30.1	subject to Article 30.3, a Co-opted Trustee shall be appointed for a period of up to five years.
30.2	a Co-opted Trustee can be re-co-opted with approval of the AGM preceding the end of his term of office;
30.3	a Co-opted Trustee can be removed from office at any time by a simple majority of the Board; and
30.4	for the avoidance of doubt, a Co-opted Trustee may participate fully in and vote at all Board meetings which he attends.
31	The Board may from time to time fill any casual vacancy arising as a result of the retirement (or deemed retirement for any reason) of any Elected Trustee from or after the date of such retirement or deemed retirement until the next AGM.
32	The Board shall ensure that a Register of Trustees is maintained, which sets out the full details of each Trustee as required for all registration purposes, including the date and type of appointment and the date of retirement.
	RETIREMENT OF TRUSTEES
33	A Trustee shall retire or be deemed to retire if:
33.1	being an Elected Trustee, he or she ceases to be an Ordinary Member.
33.2	he or she becomes prohibited from being a Director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986 and every statutory modification and re-enactment thereof for the time being in force; or
33.3	If a receiving order is made against him or he makes any arrangement or composition with his creditors; or
33.4	he is employed by or holds any office of profit under the Charity (except where the provisions of Clause 5.4.2 of the Memorandum shall apply); or
33.5	he or she becomes incapable for medical reasons of fulfilling the duties of a Trustee and such incapacity, as certified (if necessary) by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification;

	or
33.6	he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
33.7	by written notice to the Registered Office, he or she resigns as a Trustee.
33.8	The Club being affiliated to Scope hereby reserves to Scope the power to suspend from the Executive Committee until the time of the next Annual general meeting any Officer or Member of the Executive Committee whose conduct is or has been in the opinion of the Executive Council of Scope contrary to the best interests of the cerebral palsied generally; such powers of suspension shall not be used unreasonably and shall be effective when a minute signed by any two Honorary Officers for the time being of Scope shall have been posted to the said Officer or Member but it shall not be necessary for such minute to express the reasons for such suspension provided always that the Officer or Member in question shall have the right within twenty-one days of receiving the minute to appeal against such suspension to the Executive Council of Scope and to be heard in his defence.
CHAIRMAN AND VICE-CHAIRMAN	
34.1	The Board shall appoint a Chairman, and if desired a Vice-Chairman, from the Trustees.
34.2	The elected Chairman shall in exceptional circumstances have the power to take action as he thinks fit but subject to subsequent approval of the Board.
PERSONAL INTERESTS	
35	Any Trustee and/or employee who has a personal interest in any prospective or actual contract or other arrangement with the Charity must declare that interest either generally to the Board or specifically to any relevant meeting of the Charity. A personal interest includes not only the interest of the Trustee or employee in question, but also his or her partner, close relative or business associate, or any firm of which he is a partner or employee, or any limited company of which he is a Trustee, employee or shareholder of more than 1% of the equity.
36	Additionally, the Board may resolve at any time to require all Trustees and Employees to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained if required, which shall be open for inspection by both the Board and members of the Charity and, with the express prior written approval of the Trustee or employee concerned, by members of the public.
37	Whenever a Trustee finds that there is a personal interest, as defined in Article 35, he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
37.1	whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
37.2	whether the Trustee in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
37.3	whether the Trustee in question should be required to be absent during that particular element of the meeting and, under Article 38, where a Trustee leaves, or is required to leave, the meeting he or she no longer forms part of the quorum thereat.
QUORUM AT BOARD MEETINGS	
38	The Board may from time to time determine the quorum for meetings. Unless otherwise determined not less than one-third of all the Trustees shall be the quorum. No business shall be dealt with at a Board meeting unless such a quorum is present.
39	A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part

	thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he is not entitled to vote.
	MEETINGS OF THE BOARD OF TRUSTEES
40	The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, but so that not less than two meetings shall be held in each year and not more than five months should elapse between the date of one meeting and the next. Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
41	Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in Article 24 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
42	On the request of a Trustee the Company Secretary shall summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.
43	The Chairman, whom failing the Vice-Chairman (if any), shall be entitled to preside as chairman of all Board meetings at which he or she shall be present. If at any meeting neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be chairman of the Board meeting, which failing the meeting shall be adjourned until a time when the Chairman or Vice-Chairman will be available.
44	The chairman of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, each Trustee present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chairman of the meeting shall have a casting vote as well as a deliberative vote.
45	The Board may delegate any of its powers to sub-committees, each consisting of not less than one Trustee and such other person or persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.
46	The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
47	No alteration of the Memorandum or Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
48	A resolution in writing (whether one single document signed by all or a sufficient majority of

	the Trustees or all or a sufficient majority of the members of any sub-committee, <i>or</i> whether in <i>more than one</i> document in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate), shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
49	The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in Article 26 may not conduct any business other than to appoint sufficient Trustees to match or exceed that minimum.
50	The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
51	The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, <i>subject</i> at all times to the Memorandum of Association and these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members.
	COMPANY SECRETARY, MINUTE SECRETARY, TREASURER, PRINCIPAL OFFICER and OTHER SUCH OFFICER
52	The Board shall appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.
53	The Board may appoint a Minute Secretary, for the purposes of Article 46, for such term, at such remuneration (if any), and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time.
54	The Board shall appoint a Trustee as Treasurer or such other person for such term and upon such conditions as it may think fit. The Treasurer may be required to attend Board meetings during his tenure as Treasurer, except any part or parts thereof dealing with his employment or remuneration, or any other matter which the Board wish to keep confidential to itself. The office of Treasurer shall not carry eligibility to vote.
55.1	The Board may appoint a Principal Officer of the Charity on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required (except any part or parts thereof dealing with his employment or remuneration, or any other matter which the Board wish to keep confidential to itself) but without any vote thereat.
55.2	The Board shall provide for the engagement of such officers and servants as it may consider necessary and the regulations of their duties and the fixing of their terms of employment.
	HONORARY OFFICER(S)
56	The Ordinary Members in General Meeting may, on a proposal from the Board, agree to the appointment of one President and one or more Vice Presidents and one or more Honorary Patrons of the Charity, who would be appointed either for such fixed period as the Ordinary Members determine or for an unspecified period until such appointment be terminated by them. The President, Vice Presidents, Honorary Patron or Patrons are entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.
	FINANCES
57	The banking account or accounts of the Charity shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.
58	All cheques and other negotiable instruments, and all receipts for monies paid to the Charity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine and according to

	the recommendations of the Charity Commission (or its successors).
59	The Board shall ensure that all funds and assets of the Charity are applied towards achieving the Objects.
	ACCOUNTS
60	The Board shall cause accounting records to be kept in accordance with the requirements of the Act and other relevant regulations.
61	The accounting records shall be maintained by the Book Keeper (if there is one) and overseen by the Treasurer, or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees.
62	The accounts of the Charity shall be audited regularly: either once in every year, or less frequently if a longer accounting period is provided for by the Act. An auditor shall be appointed for this task by the Board on the direction of members in General Meeting and their duties regulated in accordance with the Act.
63	At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date. The accounts shall be accompanied by proper reports of the Board and the auditor. Copies of such accounts shall, not less than 14 clear days before the date of the General Meeting at which they fall to be approved, be sent to all members, Trustees, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Charity (with all members, Trustees, the Company Secretary and the auditor being made aware that they are so available for inspection there).
64	A financial report shall be submitted quarterly to the Board not more than two months after the close of each quarter.
	NOTICES
65	Notices shall be served upon every member entitled to vote, except those whose addresses are unknown and <i>upon</i> the President and Vice-President and Patron(s) (if any) and the Auditor. No other person shall be entitled to receive notices of General Meetings.
66	<i>The provisions of Articles 17.1 and 17.2 shall apply as to the contents and service of notices</i>
67	The business of the Charity and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by a specific means) or otherwise if publicised on the website of the Charity where the Charity has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.
	INDEMNITY
68	Subject to the terms of the Act and without prejudice to any other indemnity, the Trustees, the Charity Secretary, Treasurer and all employees of the Charity shall be indemnified out of the funds of the Charity against any loss or liability (including the costs of defending successfully any court proceedings) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity; <i>provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees knew to be a breach of trust or breach of duty or which was committed by the trustees in reckless disregard to whether it was a breach of trust or breach of duty and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as trustees of the Charity.</i>

	ALTERATION TO THE MEMORANDUM and ARTICLES OF ASSOCIATION
69	Any alteration to the Memorandum and/or these Articles may be made only upon the following conditions:
69.1	upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose under Article 24;
69.2	with the written consent of the Charity Commission (and its successors) in confirmation that such changes shall not adversely affect the Charity's recognition or.
	DISSOLUTION
70	Clause 7 of the Memorandum of Association of the Charity, relating to the winding up and dissolution of the Charity, shall have effect as if its provisions were repeated in these Articles.