

THE COMPANIES ACTS 1985-2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
of
THE INSTITUTE OF DEVELOPMENT STUDIES

1 INTERPRETATION

In these Articles:-

"**the Acts**" means the Companies Acts 1985, 1989 and 2006;

"**these Articles**" means the articles of association of the Institute;

"**the Director**" means the director of the Institute as appointed in accordance with Article 35;

"**Electronic Communication**" means the same as in the Companies Act 2006;

"**the Institute**" means the Institute of Development Studies;

"**Members**" means the members of the Institute; the Trustees are ex officio the only Members of the Institute;

"**Model Articles**" means the model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended;

"**the Office**" means the Registered Office for the time being of the Institute;

"**the Seal**" means the Common Seal of the Institute;

"**the Secretary**" means any person appointed to perform the duties of the Secretary of the Institute;

"**the Senate**" means the Senate of the University of Sussex;

"**Subscribers**" means Subscribers to the Memorandum of Association;

"**the Trustees**" means the persons specified in Article 11; the Trustees are ex officio the only Members of the Institute;

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

"**the Vice-Chancellor**" means the Vice-Chancellor of the University of Sussex;

"**year**" means a calendar year and

"**Fellows**" are employees of the Institute appointed in accordance with regulations made under Article 18.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form but shall not include anything contained in an Electronic Communication.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Institute.

The Model Articles shall not apply to the Company.

2 OBJECTS AND POWERS OF THE INSTITUTE

The objects for which the Institute is established are the advancement of education and learning in Development and promoting best practice in Development for the benefit of the public by:-

- (a) the conduct, publication and dissemination of research;
- (b) teaching and training;
- (c) assisting governments and other policy makers and practitioners by providing education, knowledge, resources and information to facilitate the growth of local, national and international capacity in Development;

"Development" means social, economic and political change which helps to eradicate poverty and social injustice.

3 The Institute in carrying out the said objects shall have and may exercise (but only to the extent to which the same may lawfully be exercised by a company having exclusively charitable objects) all or any of the following powers : -

- 3.1 To promote, arrange, organise and conduct seminars, conferences, lectures, classes and courses of study, instruction and training; to provide opportunities and facilities for persons to undertake study and research; to provide advisory services and centres for information and documentation.
- 3.2 To provide, conduct, manage, maintain, control and superintend lecture rooms, reading rooms, rooms for discussions, seminars or other purposes, libraries and all such books, documents, material and other facilities as may be necessary or desirable.
- 3.3 To create and administer and assist in creating and administering and to pay and provide for scholarships, exhibitions, prizes and other similar awards.
- 3.4 To prepare, edit, print, publish, issue, acquire, circulate and distribute books, papers, periodicals and other literary material and films, sound recordings and mechanical and other models and equipment, and to establish, form, promote, conduct and maintain collections, displays and exhibitions of literature, statistics and information of an educational nature.
- 3.5 To enter into any arrangements with governments, organisations and authorities, international, national, municipal, local or otherwise, universities, institutes, societies or bodies of any other kind, whether incorporated or not, or persons, necessary for or conducive to attaining the objects of the Institute or any of them; and to obtain from any such body or person any rights, privileges or concessions necessary to obtain and carry out, exercise and comply with any such arrangements, rights, privileges and concessions and in particular to enter into agreement with the University of Sussex either by affiliation to such University or otherwise so as to provide for the proper functioning of the Institute while it remains within the environment of the University of Sussex.
- 3.6 To accept financial assistance provided by governments, organisations and authorities, international, national, municipal, local or otherwise, universities, institutes, societies or bodies of any other kind whatsoever.

- 3.7 To accept gifts, endowments and bequests of real or personal property, whether subject to any special trust or not, for any of the objects of the Institute and to act as trustees and managers of the same.
- 3.8 To take such steps, as may from time to time be necessary for the purpose of procuring contributions to the funds of the Institute and to lay down, alter, vary or waive fees, subscriptions and charges of all descriptions to be levied or made by the Institute.
- 3.9 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and in particular land, buildings, premises and rights or privileges necessary or convenient for the purposes of the Institute; and to construct, erect, alter, improve, demolish and maintain any buildings which may from time to time be required for the purposes of the Institute; and to manage, develop, sell, demise, let, mortgage, dispose of or otherwise deal with all or any part of the same with a view to the promotion of the objects of the Institute.
- 3.10 To invest the moneys of the Institute not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law, and subject also as hereinafter provided.
- 3.11 To borrow or raise any money that may be required by the Institute upon such terms as may be deemed advisable, and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Institute or by mortgage or charge of all or any part of the property of the Institute and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
- 3.12 To pay all expenses, preliminary or incidental, to the formation of the Institute and its registration.
- 3.13 To establish and support, or aid in the establishment and support, of charitable associations, institutions, funds and trusts, calculated to benefit employees or ex-employees of the Institute or the dependants of such persons and to grant pensions and allowances to and make payments towards insurance of such persons.
- 3.14 To appoint and pay professional investment managers who are authorised to carry on regulated activities under the provisions of the Financial Services and Markets Acts 2000 and otherwise delegate the management of investments to proper and competent persons.
- 3.15 To delegate to investment managers appointed under Clause 3.14 power at their discretion to buy and sell investments for the Institute in accordance with the investment policy laid down by the Institute. The Institute may only do so on terms consistent with this clause PROVIDED THAT:
 - (i) where the Institute makes any delegation it shall:-
 - (a) inform the investment managers in writing of the extent of the Institute's investment powers;
 - (b) lay down a detailed investment policy for the Institute and immediately inform the investment managers in writing of it and of any changes to it;

- (c) ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment managers;
- (d) ensure that it is kept informed of, and review on a regular basis, the performance of its investment portfolio managed by the investment managers and the exercise by them of this delegated authority;
- (e) take all reasonable care to ensure that the investment managers comply with the terms of the delegated authority;
- (f) review the appointment at such intervals not exceeding 24 months as it thinks fit; and
- (g) pay such reasonable and proper remuneration to the investment managers and agree such proper terms as to notice and other matters as the Institute shall decide and as are consistent with the terms of this Clause provided that such remuneration may include commission fees and/or expenses earned by the investment managers if and only to the extent that such commission fees and/or expenses are disclosed to the Institute.

3.16 Where the Institute makes any delegation under Clause 3.15 it shall do so on the terms that:-

- (a) the investment managers shall comply with the terms of their delegated authority;
- (b) the investment managers shall not do anything which the Institute does not have the power to do;
- (c) the Institute may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this Clause; and
- (d) the Institute shall give directions to the investment managers as to the manner in which they are to report to it all sales and purchases of investments made on its behalf.

3.17 To make such arrangements as it thinks fit for any investments of the Institute or income from investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Institute's nominee; and to pay reasonable and proper remuneration to any corporate body acting as the Institute's nominee in pursuance of this provision.

3.18 To do all such things as are incidental to or necessary for the attainment of the said objects or any of them. PROVIDED THAT:-

- 3.18.1 In case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 3.18.2 The Institute shall not support with its funds any object, or endeavour to impose on, or procure to be observed by its Members or others, any regulation, restriction or condition which if an object of the Institute would make it a Trade Union.

4 TRUSTEE BENEFITS

4.1 No Trustee or Connected Person may:

- (a) buy any goods or services from the Institute on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Institute;
- (c) be employed by, or receive any remuneration from, the Institute;
- (d) receive any other financial benefit from the Institute;

unless the payment is permitted by clause 4.2 of this Article, or authorised by the court or the Charity Commission.

4.2 A Trustee:

- (a) may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Institute where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- (b) may receive a benefit from the Institute in the capacity of a beneficiary of the Institute.
- (c) may receive a benefit in his or her capacity as an employee of a body which is paid by the Institute to conduct activities which further the objects of the Institute.
- (d) may receive interest on money lent to the Institute at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) may receive rent for premises let by the Trustee to the Institute. The amount of the rent and the other terms of the lease must be reasonable and proper.
- (f) who is a member of the academic staff of the Institute or who fulfils a role which directly furthers the objects of the Institute may receive a salary or fees and the other usual benefits provided to employees of the Institute.
- (g) acting as an examiner or delivering lectures may receive fees.
- (h) may receive fees or royalties for any work which is published by the Institute.
- (i) in his or her capacity as the Director, may receive fees or a salary and other benefits usually provided to employees of the Institute.
- (j) may take part in the normal trading and fund-raising activities of the Institute on the same terms as members of the public.

For the purposes of this clause 4.2:

- (k) a Trustee includes a Connected Person; and

- (l) the total number of Trustees to benefit under clauses 4.2 (b) to 4.2 (i) at any one time must, in the case of each clause, constitute a minority of the persons who are Trustees of the Institute; and
- (m) A Trustee shall not be entitled to take part in discussions of the Trustees concerning any proposal to pass a resolution relating to any salary, fees, royalties or other benefits to be given to him or her and shall not be present or form a part of the quorum for the relevant meeting.

4.3 In clauses 4.1 or 4.2, as the case may be:

4.3.1 "Institute" includes any company in which the Institute

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more directors to the board of the company.

4.3.2 "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value

4.3.3 A "Connected Person" means:

- (a) a Trustee
- (b) a person who is the donor of any land to the Institute
- (c) a child, parent, grandchild, grandparent, brother or sister of any such Trustee or donor
- (d) an officer, agent or employee of the Institute
- (e) the spouse or civil partner of any person falling within (a) to (e)
- (f) a person carrying on business in partnership with any person falling within any of paragraphs (a) to (e)
- (g) an institution which is controlled
- (h) by any person falling within any of paragraphs (a) to (f), or
- (i) by two or more such persons taken together; or
- (j) a body corporate in which
 - (i) any connected person falling within any of paragraphs (a) to (f) has a substantial interest, or
 - (ii) two or more such persons, taken together, have a substantial interest

Sections 350 to 352 of the Charities Act 2011 (meaning of child, spouse and civil partner, controlled institution and substantial interest) apply for the purposes of clause 4.3.3.

5 MEMBERS AND TRUSTEES OF THE INSTITUTE

5.1 A company incorporated by guarantee under the Acts is required to appoint both directors to manage its business and Members to give the guarantee for the limited liability. The directors are ultimately accountable to the Members.

- 5.2 In the case of the Institute, which is a registered charity, the directors appointed pursuant to these Articles are referred to as the Trustees.
- 5.3 Because it is wished to have a wide body of Trustees and not in addition to have an open Membership of the Institute, the Trustees must also be Members of the Institute, and accordingly the Trustees shall ex officio be the Members of the Institute.

6 MEMBERSHIP AND LIABILITY

The liability of the Members is limited to a sum not exceeding £1. A Member shall retire and that person's name shall be removed from the Register of Members upon that person ceasing to be a Trustee. The membership and all rights of a Member shall be personal and shall not be transferable and a Member's name shall be removed from the Register of Members upon death.

7 GENERAL MEETINGS

- 7.1 The Trustees may call general meetings.
- 7.2 If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee may call a general meeting.

8 NOTICE OF GENERAL MEETINGS

- 8.1 All general meetings and a meeting called for the passing of a special resolution shall be called by at least 14 clear days' notice. The notice shall be exclusive of the day on which it is served or deemed to be served, and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Institute in general meeting, to such persons as are, under the Articles, entitled to receive such notices from the Institute.
- 8.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members, having a right to attend and vote at the meeting being a majority together holding not less than 90% of the total voting rights.
- 8.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

9 PROCEEDINGS AT GENERAL MEETINGS

- 9.1 All business shall be deemed special that is transacted at general meetings with the exception of the consideration of the accounts and the reports of the Trustees, the appointment of Trustees in place of those retiring and the fixing of the periods for which such Trustees hold office, and the appointment of and the fixing of the remuneration of the Auditors.
- 9.2 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided 5 Members present in person shall be a quorum.
- 9.3 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as

the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

- 9.4 The Chair, if any, of the Trustees shall preside as the Chair at every general meeting of the Institute or if there is no such Chair, or if the Chair shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chair, if any, shall if present and willing to act preside, failing which the Members present shall elect one of their number to be Chair of the meeting.
- 9.5 The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 9.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by at least 3 Members present, or by a Member or Members present and representing one tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chair of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Institute shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
- 9.7 Subject to the provision of Article 9.6 if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chair of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.8 No poll shall be demanded on the election of a Chair of a meeting, or on any question of adjournment.
- 9.9 In the case of an equality of votes the Chair of the meeting shall be entitled to a second or casting vote.
- 9.10 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been circulated to every eligible Member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

- 9.11 At the absolute discretion of the Trustees and subject to notification being given to the Charity, a person entitled to be present at a general meeting may participate by means of electronic communications whereby all persons participating in the meeting can understand and communicate with each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where it is convened to be held or where the largest group of those participating is assembled, or if there is no such group, where the Chair of the meeting is. The word “meeting” in these Articles shall be construed accordingly.

10 VOTES OF MEMBERS

- 10.1 Every Member shall have one vote subject to the next following Article. Votes shall be given personally.
- 10.2 No Member shall be entitled to vote at any general meeting unless all moneys presently payable by him/her to the Institute have been paid.
- 10.3 Any Member entitled to attend and vote at any meeting of the Institute shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and to speak and to vote (by show of hands or poll) at a general meeting instead of him.
- 10.4 The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall be in such form as the Board may in their absolute discretion direct and shall:
- 10.4.1 in the case of an appointment in hard copy form, be delivered personally or by post to the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which it relates; or
 - 10.4.2 in the case of an appointment in electronic form, be received at an address specified by or on behalf of the Institute for the purpose of receiving documents or information in electronic form:
 - (a) in, or by way of note to, the notice convening the meeting;
 - (b) in any form of proxy sent by or on behalf of the Institute in relation to the meeting; or
 - (c) in any invitation in electronic form to appoint a proxy issued by or on behalf of the Institute in relation to the meeting,
not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates; or
 - 10.4.3 in the case of a poll which is taken more than 48 hours after it is demanded, be delivered or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll; or
 - 10.4.4 in the case of a poll which is not taken at the meeting at which it is demanded but is taken not more than 48 hours after it was demanded, be delivered in hard copy form to the Chair or to the Secretary or to any Trustee at the meeting at which the poll was demanded,

and in calculating the periods referred to in this Article 10.4, no account is to be taken of any part of a day which is not a working day.

- 10.5 In default of delivery or receipt in accordance with Article 10.4, the instrument of proxy shall be invalid and no instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
- 10.6 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 10.7 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair of the meeting whose decision shall be final and conclusive.
- 10.8 A vote cast or a poll demanded by a proxy shall not be rendered invalid by reason of the death or mental disorder of the appointor or by the termination or revocation of the proxy or the authority under which the proxy was executed unless notice of such shall have been received by the Institute not later than the latest time at which the proxy would need to have been delivered to or received by the Institute in order to be valid for use whether to vote in person or on a poll at the meeting or adjourned meeting at which the proxy is used to which it relates. Such notice of termination shall be made either by means of an instrument in hard copy form, delivered to the Office or in electronic form received at the address (if any) specified by or on behalf of the Institute in accordance with Article 10.4, regardless of whether any relevant proxy appointment was effected by means of an instrument in hard copy or electronic form.

11 THE TRUSTEES

- 11.1 Subject to Articles 11.3 and 11.6, the Trustees may be the following persons:-
- (a) The Vice-Chancellor ex-officio
 - (b) The Director, where one has been appointed under Article 16
 - (c) Not more than two Fellows of the Institute
 - (d) Not more than one employee of the Institute (who is not a Fellow)
 - (e) Other persons, provided that the total number of Trustees at any one time shall be no more than 16.
- 11.2 Apart from the Vice-Chancellor and the Director, Trustees shall be appointed by the Trustees and may not serve for more than 8 years in total.
- 11.3 A Trustee shall ipso facto cease to be a Trustee if that person:-
- (a) becomes of unsound mind; or
 - (b) resigns the office by notice in writing to the Institute; or
 - (c) is removed from office by resolution duly passed pursuant to the Acts;
or
 - (d) being an ex-officio Trustee, ceases to occupy the position by virtue of which that person is a Trustee; or
 - (e) is directly or indirectly financially interested in any contract with the Institute and fails to declare a personal or institutional interest in manner required by law either by a general notice to the Institute

entered in a register kept for that purpose or by specific declaration at any meeting of the Trustees; or

(f) has served the full period of his/her appointment and is not reappointed for a further term; or

(g) ceases to have the qualifications stipulated under Article 11.1.(a) to (e) in respect of which he/she had been appointed.

11.4 A Trustee may hold office notwithstanding that he/she may be interested in any contract or any matter affecting the Institute. If the interest therein arises solely by virtue of the Trustee being a member, officer or representative of a governmental local or other authority such interest shall be declared by the interested Trustee in manner required by law either generally or at a specific meeting but he/she shall not be required to withdraw from any meeting or not to take part in any debate or vote solely on that account.

11.5 A Trustee shall declare in manner required by law either generally or specifically any other interest in any contract or matter affecting the Institute and subject to making such declaration may take part in any meeting at which the same is discussed but may not vote in respect of any contract or matter in which he/she is interested, and if the Trustee does so vote his or her vote shall not be counted.

11.6 No person shall act as a Trustee until that person shall have agreed to become a Member and their name has been entered in the Register of Members.

11.7 The Trustees may be repaid travelling, hotel and other expenses reasonably and properly incurred by them on behalf of the Institute, but shall not be entitled to any remuneration for their services as Trustees.

12 THE CHAIR AND VICE-CHAIR OF THE TRUSTEES

The Trustees shall appoint one of the Trustees of the Institute to be the Chair and another Trustee to be the Vice-Chair of the Trustees and may at any time remove the Chair or Vice-Chair from office.

13 BORROWING POWERS

The Trustees may exercise all the powers of the Institute to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock or other securities, whether outright or as security for any debt or obligation of the Institute.

14 POWERS AND DUTIES OF THE TRUSTEES

14.1 The business of the Institute shall be managed by the Trustees who may exercise all the powers of the Institute and do on behalf of the Institute all such acts as may be exercised and done by the Institute unless they are subject to any restrictions imposed by the Acts or these Articles. The Trustees may consult with Fellows before taking decisions which affect the academic work of the Institute.

14.2 The day to day management and administration of the Institute may be delegated to the Director. In addition the Trustees may delegate all or any of their powers to committees, PROVIDED THAT:-

- (a) The resolution making any delegation to a committee shall specify those who shall serve on the committee and comprise such of their number as the resolution may specify; and
 - (b) Where relevant, the resolution shall authorise expenditure of the committee in accordance with a budget approved by the Trustees; and
 - (c) The deliberations of committees shall be reported regularly to the Trustees and resolutions or decisions taken shall be reported forthwith to the Trustees; and
 - (d) Committees shall conform to any regulations made by the Trustees.
- 14.3 The meetings and proceedings of committees shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Trustees so far as applicable and so far as the same shall not be superseded by any Regulations made by the Trustees.
- 14.4 The Trustees may from time to time and at any time by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Trustees, to be the attorney or attorneys of the Institute for such purposes, outside the United Kingdom and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Trustees under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Trustees may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in that person.
- 14.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Institute shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Trustees shall from time to time by resolution determine.
- 14.6 The Trustees shall cause minutes to be made in books provided for the purpose
- (a) of all appointments of Trustees and officers of the Institute;
 - (b) of the names of the Trustees present at each meeting of the Trustees and of any committee of the Trustees;
 - (c) of all resolutions and proceedings at all meetings of the Institute and of the Trustees, and of committees of the Trustees.

The Secretary (if any) or some other person appointed by the Trustees shall attend meetings to ensure that accurate records are kept.

15 PROCEEDINGS OF THE BOARD OF TRUSTEES

- 15.1 The Trustees may meet together for the despatch of business, may adjourn, and otherwise regulate their meetings as they think fit, but shall meet not less than once in every calendar year. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair (or Vice-Chair if the Chair shall not be present) shall have a second or casting vote. The Chair may, and the Secretary on the requisition of any 2 or more of the Trustees shall, at any time summon a meeting of the Trustees. It shall not be necessary to give notice of a meeting of the Trustees to any Trustee for the time being absent from the United Kingdom.

- 15.2 The quorum necessary for the transaction of the business of the Trustees may be fixed by the Trustees, and unless so fixed shall be 5.
- 15.3 The Trustees may act as the Trustees notwithstanding any vacancy in their body.
- 15.4 All acts done by any meeting of the Trustees or of a committee of the Trustees or by any person acting as a Trustee, shall notwithstanding that 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, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
- 15.5 A resolution in writing signed by all the Trustees for the time being entitled to receive notice of a meeting of the Trustees, or a resolution to which a Trustee so entitled has signified their acquiescence in writing, shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustee. A person may participate in a meeting of the directors or of a committee of directors by means of a conference telephone, by electronic communication or by another communications system provided that throughout the meeting all persons participating in the meeting are able to communicate interactively with all other parties participating in the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.

16 THE DIRECTOR

- 16.1 The Director may be appointed by the Trustees upon such terms as the Trustees shall think fit and may be removed by the Trustees.
- 16.2 The Director, subject to the policies and instructions of the Trustees, shall be responsible for the day to day management and administration of the Institute and the academic work of the Institute.
- 16.3 In the event of a vacancy in the office of Director or the absence of the Director by reason of illness or otherwise for such a period as seems to the Trustees to make such a course desirable the Trustees shall have power to appoint an Acting Director with all or such of the powers and duties of the Director as the Trustees may confer upon that person and with respect to such powers and duties as may be so conferred upon that person the Acting Director may exercise and perform the same as fully as the Director himself/herself could do. An Acting Director shall remain in office until the Trustees shall resolve to the contrary but shall not be a Trustee.

17 THE SECRETARY

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit; any Secretary so appointed may be removed by them. The Trustees may from time to time by resolution appoint an Assistant or Deputy or Acting Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

18 REGULATIONS

- 18.1 The Trustees shall have power to make regulations concerning any matter relevant to the government and management of the Institute save that no regulation shall have effect if and to the extent that it shall be inconsistent with the Articles
- 18.2 Regulations may at any time be revoked or varied by the Trustees.

19 THE SEAL

The Trustees shall provide for the safe custody of the Seal, which shall only be used by the authority of the Trustees or of a committee authorised by the Trustees in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Trustees for that purpose.

20 ACCOUNTS

20.1 The Trustees shall cause proper books of account to be kept with respect to

- (a) All sums of money received and expended by the Institute and the matters in respect of which the receipt and expenditure takes place;
- (b) All sales and purchases by the Institute and
- (c) The assets and liabilities of the Institute.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of affairs of the Institute and to explain its transactions.

20.2 The Trustees shall cause annual estimates of expenditure and income and appropriate projections of expenditure and income to be prepared.

21 AUDIT

Auditors shall be appointed and their duties regulated in accordance with the law for the time being.

22 SUPERANNUATION

Unless and until the Trustees shall by Regulation otherwise determine, the Institute shall participate in the Universities Superannuation Scheme and such rules for the administration of the Scheme shall be made from time to time as the Trustees think fit provided that such rules are consistent with the provisions of the Scheme.

23 NOTICES

23.1 A notice may be given by the Institute to any Member either personally or by sending it by post to the Member or to the Member's registered address, or (if the Member has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by them to the Institute for the giving of notice to the Member or by giving it using Electronic Communications to an address for the time being notified to the Institute by the Member.

23.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

23.3 In the case of a notice contained in an Electronic Communication a notice shall be deemed to be given at the expiration of 24 hours after the time it was sent. Proof that a notice contained in an Electronic Communication was sent in accordance with

guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

23.4 Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

(a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Institute an address within the United Kingdom for the giving of notices to them;

(b) the Auditor for the time being of the Institute.

23.5 No other person shall be entitled to receive notices of general meetings.

24 DISSOLUTION

24.1 Every Member of the Institute undertakes to contribute to the assets of the Institute 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, for payment of the debts and liabilities of the Institute contracted before 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 contributories among themselves, such amount as may be required not exceeding One Pound.

24.2 If upon the winding up or dissolution of the Institute 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 of the Institute, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Institute, 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 Institute under or by virtue of Article 4 hereof as it relates to the Trustees who are also its Members, such institution or institutions to be determined by a majority of votes of the Members of the Institute in general meeting at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable objects.