

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association of  
YMCA Sefton**

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# The Companies Act 2006

## Company Limited by Guarantee and not having a Share Capital

### Index to Articles of Association of YMCA Sefton

|   | Page No   |
|---|-----------|
| <b>INTERPRETATION</b> .....   | <b>3</b>  |
| Defined terms .....   | 3         |
| <b>OBJECTS AND POWERS</b> .....                                     | <b>3</b>  |
| Objects .....   | 3         |
| Powers .....  | 4         |
| <b>LIMITATION ON PRIVATE BENEFITS</b> .....                         | <b>6</b>  |
| Limitation on private benefits.....                                 | 6         |
| <b>LIMITATION OF LIABILITY AND INDEMNITY</b> .....                  | <b>7</b>  |
| Liability of Governance Members.....                                | 7         |
| Indemnity.....  | 7         |
| <b>AFFILIATION</b> .....  | <b>7</b>  |
| Affiliation to the Young Men’s Christian Association Movement ..... | 7         |
| <b>DIRECTORS</b> .....  | <b>7</b>  |
| <b>DIRECTORS’ POWERS AND RESPONSIBILITIES</b> .....                 | <b>7</b>  |
| Directors’ general authority .....                                  | 7         |
| Directors may delegate .....  | 7         |
| <b>DECISION-MAKING BY DIRECTORS</b> .....                           | <b>8</b>  |
| Directors to take decisions collectively.....                       | 8         |
| Calling a Directors’ meeting.....                                   | 8         |
| Participation in Directors’ meetings.....                           | 9         |
| Quorum for Directors’ meetings.....                                 | 9         |
| Chairing of Directors’ meetings.....                                | 9         |
| Casting vote .....  | 9         |
| Unanimous decisions without a meeting.....                          | 10        |
| Director interests and management of conflicts of interest.....     | 10        |
| Validity of Director actions.....                                   | 11        |
| <b>APPOINTMENT AND RETIREMENT OF DIRECTORS</b> .....                | <b>11</b> |
| Appointment of Directors.....                                       | 11        |
| Disqualification and removal of Directors.....                      | 12        |
| <b>GOVERNANCE MEMBERS</b> .....                                     | <b>13</b> |
| Directors as Governance Members .....                               | 13        |
| Termination of Governance Membership.....                           | 13        |
| Other classes of members .....                                      | 13        |
| <b>DECISION-MAKING BY GOVERNANCE MEMBERS</b> .....                  | <b>13</b> |
| Governance Members’ meetings.....                                   | 13        |
| Written resolutions .....   | 13        |
| <b>ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS</b> .....          | <b>13</b> |
| Communications by the Association.....                              | 13        |
| Communications to the Association .....                             | 15        |
| Secretary .....   | 15        |
| Irregularities.....   | 15        |
| Minutes.....  | 15        |
| Records and accounts .....  | 16        |

|  |           |
|--|-----------|
| <b>Exclusion of model articles as established under the Companies Act.....</b> | <b>16</b> |
| <b>WINDING UP.....</b>   | <b>16</b> |
| <b>Winding up.....</b>   | <b>16</b> |
| <b>AMENDMENTS TO THE ARTICLES .....</b>  | <b>16</b> |
| <b>Amendments to the Articles .....</b>  | <b>16</b> |
| <b>SCHEDULE.....</b>   | <b>17</b> |
| <b>Defined terms .....</b>   | <b>17</b> |

# **The Companies Act 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of YMCA Sefton**

#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

2.1 The Objects of the Association arise from its acceptance of its founding Christian principle, the Paris Basis of 1855 incorporated into the National Statement of the Aims and Purposes of the YMCA in England as it may be amended from time to time.

2.1.1 Consequently the Association is part of the Worldwide YMCA, a Christian Movement which seeks to unite those who, regarding Jesus Christ as their God and Saviour according to the Holy Scriptures, desire to be His disciples in their faith and in their life, and to associate their efforts for the extension of His Kingdom. Any difference of opinion on any other matter shall not interfere with the harmonious relations of the YMCA Movement.

2.2 The Association welcomes, serves and works with persons of all religious faiths and of none.

2.3 Accordingly the Objects of the Association are:

2.3.1 To advance the Christian faith, including by:

- (a) promoting a Christian environment inspired and motivated by the life, example and teaching of Jesus Christ, where people of faith and people of none can work together for the transformation of communities; and
- (b) enabling people of all ages and in particular young people, to flourish through experiencing and responding to the love of God demonstrated by the life, example and teaching of Jesus Christ;

2.3.2 To provide or assist in the provision in the interests of social welfare of facilities for recreation and other leisure time occupation for men and women with the object of improving their conditions of life;

2.3.3 To provide or assist in the provision of education for people of all ages and in particular young people, with the object of developing their physical, mental or spiritual capacities;

2.3.4 To relieve or assist in the relief of people of all ages and in particular young people, who are in conditions of need, hardship or distress by reason of their social, physical, emotional, spiritual or economic circumstances; and

2.3.5 To provide residential accommodation [,including Social Housing,] for people of all ages and in particular young people, who are in need, hardship or distress by reason of their social, physical, emotional, spiritual or economic circumstances.

### **3. Powers**

To further its Objects the Association may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 provide or procure the provision of counselling and guidance;
- 3.6 provide or procure the provision of advice;
- 3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.10 subject to any restrictions imposed by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 3.11 subject to any restrictions imposed by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation;
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Association's money not immediately required for its Objects in or upon any investments, securities, or property;

- 3.14 arrange for investments or other property of the Association to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the Objects of the Association and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.21 subject to Article 4 (limitation on private benefits):
  - 3.21.1 engage and pay employees, consultants and professional or other advisers; and
  - 3.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Association's Objects);
- 3.24 undertake and execute charitable trusts;
- 3.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.27 pay out of the funds of the Association the costs of forming and registering the Association;
- 3.28 insure the property of the Association against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Association;
- 3.29 provide indemnity insurance for the Directors or any other officer of the Association in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Director, the second and third references to 'charity trustees' in the said Section 189(1) shall be treated as references to officers of the Association); and
- 3.30 do all such other lawful things as may further the Association's Objects.

## LIMITATION ON PRIVATE BENEFITS

### 4. Limitation on private benefits

4.1 The income and property of the Association shall be applied solely towards the promotion of its Objects.

#### *Permitted benefits to Governance Members, Directors and Connected Persons*

4.2 The Governance Members are the Directors for the time-being. No part of the income and property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Governance Member of the Association unless the payment is permitted by Articles [4.3 and 4.4].

4.3 No Director may:

4.3.1 sell goods, services or any interest in land to the Association;

4.3.2 be employed by, or receive any remuneration from, the Association; or

4.3.3 receive any other financial benefit from the Association;

unless the payment is permitted by Article [4.4] or authorised in Writing by the Charity Commission.

4.4 [A] Director or any Connected Person may receive the following benefits from the Association:

4.4.1 a Director or any Connected Person may receive a benefit from the Association in his, her or its capacity as a beneficiary of the Association;

4.4.2 a Director or any Connected Person may be reimbursed by the Association for, or may pay out of the Association's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Association;

4.4.3 a Director or any Connected Person may be paid reasonable and proper remuneration by the Association for any goods or services supplied to the Association if such payment is authorised by the Directors (excluding, in the case of a Director, the service of acting as Director and services performed under a contract of employment with the Association) provided that this provision may not apply to more than half of the Directors in any financial year (and for these purposes this provision shall be treated as applying to a Director if it applies to a person who is a Connected Person connected to that Director);

4.4.4 a Director or any Connected Person may receive from the Association interest at a reasonable and proper rate on money lent by him, her or it to the Association;

4.4.5 a Director or any Connected Person may receive reasonable and proper rent for premises let by him, her or it to the Association;

4.4.6 the Association may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article [3.29]; and

4.4.7 a Director or other officer of the Association may receive payment under an indemnity from the Association in accordance with the indemnity provisions set out at Article [6];

provided that where benefits are conferred under Article [4.4], Article [20] (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of Governance Members**

The liability of each Governance Member is limited to £1, being the amount that each Governance Member undertakes to contribute to the assets of the Association in the event of its being wound up while he or she is a Governance Member or within one year after he or she ceases to be a Governance Member, for:

- 5.1 payment of the Association's debts and liabilities contracted before he or she ceases to be a Governance Member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity<sup>2</sup>**

Subject to the provisions of the Companies Acts, every Director or other officer, employee or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

## **AFFILIATION**

### **7. Affiliation to the Young Men's Christian Association Movement**

The Association shall affiliate to the National Council and shall comply with the terms of affiliation set out in the National Council's byelaws as amended from time to time.

## **DIRECTORS**

### ***DIRECTORS' POWERS AND RESPONSIBILITIES***

### **8. Directors' general authority**

Subject to the Articles, the Directors are responsible for the management of the Association's business, in keeping with its charitable Objects in Article 2 and the National Statement of the Aims and Purposes of the YMCA in England, as it may be amended from time to time, for which purpose they may exercise all the powers of the Association.<sup>3</sup>

### **9. Directors may delegate**

- 9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.



- 9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Association to any person or committee.
- 9.3 Any delegation by the Directors may be:
- 9.3.1 by such means;
  - 9.3.2 to such an extent;
  - 9.3.3 in relation to such matters or territories; and
  - 9.3.4 on such terms and conditions;
- as they think fit.
- 9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.

### ***DECISION-MAKING BY DIRECTORS***

#### **10. Directors to take decisions collectively**

Any decision of the Directors must be either:

- 10.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 15); or
- 10.2 a unanimous decision taken in accordance with Article 16.

#### **11. Calling a Directors' meeting**

- 11.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 11.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
  - 11.2.1 all the Directors agree; or
  - 11.2.2 urgent circumstances require shorter notice.
- 11.3 Notice of Directors' meetings must be given to each Director.
- 11.4 Every notice calling a Directors' meeting must specify:
  - 11.4.1 the place, day and time of the meeting;
  - 11.4.2 the general nature of the business to be considered at such meeting; and

11.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

11.5 Notice of Directors' meetings need not be in Writing.

11.6 Article 26 shall apply, and notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

## **12. Participation in Directors' meetings**

12.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

12.1.1 the meeting has been called and takes place in accordance with the Articles; and

12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

12.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

12.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **13. Quorum for Directors' meetings**

13.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is three or one-third of the total number of Directors, whichever is the greater.

13.3 If the total number of Directors for the time being is less than the quorum requires, the Directors must not take any decision other than a decision to appoint further Directors.

## **14. Chairing of Directors' meetings**

The Chair or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

## **15. Casting vote**

15.1 Subject to Article 15.2, if the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

15.2 If, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes on a matter before the Directors, he or she shall not in relation to that matter exercise a casting vote.

## **16. Unanimous decisions without a meeting**

- 16.1 A decision is taken in accordance with this Article 16 when all of the Directors indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter.
- 16.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

## **17. Director interests and management of conflicts of interest**

### ***Declaration of interests***

- 17.1 Unless Article 17.2 applies, a Director must declare the nature and extent of:
- 17.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Association; and
- 17.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Association or his or her duties to the Association.
- 17.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

### ***Participation in decision-making***

- 17.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Association, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.
- 17.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Association, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 17.4.1 the decision could result in the Director or any person who is Connected Person connected to him or her receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary of the Association (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Association;
  - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.29;
  - (c) payment under the indemnity set out at Article 6; and
  - (d) reimbursement of expenses in accordance with Article 4.4.2; or

17.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 17.5.

17.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 17.5, he or she must:

17.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

17.5.2 not be counted in the quorum for that part of the process; and

17.5.3 withdraw during the vote and have no vote on the matter.

### ***Continuing duties to the Association***

17.6 Where a Director or Connected Person connected to him or her has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

17.6.1 the Director shall not be in breach of his or her duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

17.6.2 the Director shall not be accountable to the Association for any benefit expressly permitted under these Articles which he or she or any Connected Person connected with him or her derives from any matter or from any office, employment or position.

## **18. Validity of Director actions**

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

## ***APPOINTMENT AND RETIREMENT OF DIRECTORS***

## **19. Appointment of Directors**

### ***Composition of the board***

19.1 There shall be at least 4 and not more than 10 Directors. On appointment and re-appointment all Directors shall have delivered to the Association, in such form as the Directors decide, a declaration of their commitment to:

19.1.1 nurture and uphold the ongoing founding Christian principle of the Association as expressed in Articles 2.1 and 2.1.1; and

19.1.2 work towards achieving the charitable Objects of the Association set out in Article 2

### ***Appointments and terms of office***

- 19.2 Every Director shall be appointed by the Directors for an initial term of up to three years and may be re-appointed for two further such term of up to three years.
- 19.3 No Director may serve more than nine consecutive years in office without taking leave from office of at least one year.

### ***No alternates***

- 19.4 A Director may not appoint anyone to act on his or her behalf at meetings of the Directors.

### ***Chair***

- 19.5 The Directors shall appoint one of their number, as appointed under Article 19.1.1, as Chair of the Association and may remove him or her from that office.

## **20. Disqualification and removal of Directors**

A Director shall cease to hold office if:

- 20.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 20.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 20.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;
- 20.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 20.5 the Directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 20.6 notification is received by the Association from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Directors will remain in office when such resignation has taken effect);
- 20.7 he or she fails to attend three consecutive meetings of the Directors and the Directors resolve that he or she be removed for this reason;
- 20.8 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Directors; or
- 20.9 he or she ceases to be a Governance Member of the Association.

## **GOVERNANCE MEMBERS**

### **21. Directors as Governance Members**

- 21.1 The Directors from time to time shall be the only Governance Members of the Association.
- 21.2 A Director shall become a Governance Member on becoming a Director. All new Directors are treated as having agreed to become a Governance Member of the Association.

### **22. Termination of Governance Membership**

- 22.1 A Governance Member shall cease to be a Governance Member if he or she ceases to be a Director.
- 22.2 Governance Membership is not transferable and shall cease on death.

### **23. Other classes of members**

The Directors may from time to time establish such classes of membership; such as gym; youth club etc, with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such members in accordance with such regulations as the Directors shall make, provided that membership pursuant to such arrangements shall not entitle any person to be a Governance Member for the purposes of the Articles or the Companies Acts.

## ***DECISION-MAKING BY GOVERNANCE MEMBERS***

### **24. Governance Members' meetings**

- 24.1 The Directors may call a general meeting of the Governance Members at any time.
- 24.2 Such meetings shall be called and held in accordance with the provisions regarding such meeting in the Companies Acts and the quorum for such meetings shall be one third of the Governance Members, whether present in person or by proxy.

### **25. Written resolutions**

The Governance members may pass written resolutions in accordance with the Companies Acts.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **26. Communications by the Association**

#### ***Methods of communication***

- 26.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Association under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Association, including without limitation:

- 26.1.1 in Hard Copy Form;
- 26.1.2 in Electronic Form; or

26.1.3 by making it available on a website.

- 26.2 Where a Document or information which is required or authorised to be sent or supplied by the Association under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the intended recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts 2006 (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the intended recipient.
- 26.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the such of the means specified in Article 26.1 as that Director has by notice to the Association, specified as the means by which he or she wishes to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

- 26.4 A Governance Member present in person or by proxy at a meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 26.5 Where any Document or information is sent or supplied by the Association to the Governance Members:
- 26.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 26.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 26.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 26.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a Governance Member) may agree with the Association that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 26.7 Where any Document or information has been sent or supplied by the Association by Electronic Means and the Association receives notice that the message is undeliverable:
- 26.7.1 if the Document or information is notice of a general meeting of the Association, the Association is under no obligation to send a Hard Copy of the Document or information to the postal address as shown in the Association's register, but may in its discretion choose to do so;

26.7.2 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

- 26.8 Copies of the Association's annual accounts and reports need not be sent to a person for whom the Association does not have a current Address.
- 26.9 Notices of general meetings need not be sent to a Governance Member who does not register an Address with the Association, or who registers only a postal address outside the United Kingdom, or to a Governance Member for whom the Association does not have a current Address.

### **27. Communications to the Association**

The provisions of the Companies Acts shall apply to communications to the Association.

### **28. Secretary**

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 28.1 anything authorised or required to be given or sent to, or served on, the Association by being sent to its Secretary may be given or sent to, or served on, the Association itself, and if addressed to the Secretary shall be treated as addressed to the Association; and
- 28.2 anything else required or authorised to be done by or to the Secretary of the Association may be done by or to a Director, or a person authorised generally or specifically in that capacity by the Directors.

### **29. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **30. Minutes**

The Directors must cause minutes to be made:

- 30.1 of all appointments of officers made by the Directors;
- 30.2 of all resolutions of the Association and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 30.3 of all proceedings at meetings of the Association and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall be sufficient evidence of the proceedings.



### **31. Records and accounts**

The Directors shall comply with the requirements of the Companies Acts and the Charities Act 2011 as to maintaining a Governance Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 31.1 annual reports;
- 31.2 annual returns; and
- 31.3 annual statements of account.

### **32. Exclusion of model articles as established under the Companies Act**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

## **WINDING UP**

### **33. Winding up**

If upon the winding up or dissolution of the Association 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 Governance Members of the Association but shall be given or transferred to a charitable Young Men's Christian Association that is a member of the National Council or, failing that (and provided that the National Council remains a charity), to the National Council itself, to be applied for the charitable purposes of the recipient.

## **AMENDMENTS TO THE ARTICLES**

### **34. Amendments to the Articles**

The following Articles may not be changed without the prior written consent of the National Council as they form the founding principles of the governing document and collectively as a YMCA Movement: Articles 2, 7, 8, 19.1, 19.3, 20.8, 21, 22, 23, 33 and 34.

## SCHEDULE

### INTERPRETATION

#### Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| <b>Term</b>          | <b>Meaning</b>   |
|----------------------|--|
| 1 'Address'          | includes a number or address used for the purposes of sending or receiving documents by post or by Electronic Means;   |
| 1 'Articles'         | the Association's articles of association;   |
| 1 'Chair'            | means the individual appointed to that post in accordance with Article 19.5;   |
| 1 'Association'      | [ ] Young Men's Christian Association;   |
| 1 'Clear Days'       | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;  |
| 1 'Companies Acts'   | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;  |
| 1 'Connected Person' | any person falling within one of the following categories:<br><br>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director ;<br>or<br><br>(b) the spouse or civil partner of any person in (a);<br>or<br><br>(c) any other person in a relationship with a Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or<br><br>(d) any company, partnership or firm of which a Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital; |
| 1 'Director '        | a director of the Association, as defined in the Companies Acts, and includes any person occupying the position of director, by whatever name called;  |
| 1 'Document'         | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;   |

| <b>Term</b>                                | <b>Meaning</b>   |
|--|--|
| 1 'Electronic Form' and 'Electronic Means' | have the meanings respectively given to them in Section 1168 of the Companies Act 2006;  |
| 1 'Governance Member'                      | a member of the Association for the purposes of the Companies Acts;  |
| 1 'Hard Copy' and 'Hard Copy Form'         | have the meanings respectively given to them in the Companies Act 2006;  |
| 1 'National Council'                       | means the National Council of Young Men's Christian Associations (Incorporated), company number 73749, charity registration number 212810, and registered provider number LH2204;  |
| 1 "Objects"                                | means the charitable objects of the Association set out in Article 2;  |
| 1 'Public Holiday'                         | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Association is registered;   |
| 1 'Social Housing'                         | has the meaning given in section 68 of the Housing and Regeneration Act 2008;  |
| 1 'Social Housing Regulator'               | means the body having the functions of the "regulator" pursuant to Part 2 of the Housing and Regeneration Act 2008 and any similar or future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions; |
| 1 'Secretary'                              | the secretary of the Association (if any); and   |
| 1 'Writing'                                | 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.   |
| 2.   | Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.   |
| 3.   | Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Association.   |