Quakers in London Articles of Association

Legal background

Every charity has a governing document of some kind that sets out the legal rules that govern how the charity operates. The draft governing document for Quakers in London (QiL) is based on the Articles of Association of London Quakers Property Trust (LQPT). That is because Friends agreed in October 2025 that QiL should use LQPT's legal framework rather than setting up a new charity (which would have cost considerably more in legal fees and taken much more time).

LQPT is a charitable company and so its governing document is in the form of 'Articles of Association'. There are a few other area meetings in Britain Yearly Meeting that use this legal form too. The Articles act as the constitution under both charity and company law.

The process for revising the Articles of Association

The London Development Group has tried to make the minimum necessary changes in order to create a document that will work for QiL. Most significantly the Charitable objects (article 4) are good enough to allow QiL to function so have not been amended though Friends may choose to make changes at some time in the future. Certain types of changes to governing documents require Charity Commission permission and it can take a long time to get it. The London Development Group has not suggested any changes that require permission. They expect that QiL trustees will review the Articles again and may consider making further changes in the future.

The draft Articles of Association have been reviewed by Solicitors because some clauses need a particular wording to ensure they are legally compliant.

All Quakers in London are invited to be part of the process of agreeing the new document and so it is being shared widely. We need Articles that are good enough to serve. All feedback is welcome (directly to the LQPT Clerk on lqptclerks@quakersinlondon.org or via your AM's trustees).

Formal agreement of the revised Articles of Association is for the Representatives of each of the LQPT Members. The Members under the old Articles are the seven AMs (KWAM, LWAM, NETAM, NLAM, NWLAM, SELAM, SLAM) and the representive of each is usually the Clerk of Trustees. The members have already commented on an earlier draft of the Articles and will be asked to agree a resolution to change the Articles of Association at their next meeting on 13th October 2026. Send any questions or comments to LQPTclerks@quakersinLondon.org or to your current AM Clerk of Trustees.

A quick guide to the changes in the articles

The thee main changes are:

Name of charity: the charity will no longer be LQPT but Quakers in London. It will have the same company and charity number as before so that it is clear that QiL is a successor charity.

Membership: the structure of LQPT was that the seven London Area Meetings were the members of the charitable company. For QiL, individual members of the Religious Society of Friends will be the members of the charitable company. From 1 January 2027 all the current members of the AMs who give their consent will be the charitable company members. From then on, all new people admitted into membership by QiL in session will also be charitable company members.

Types of meeting: in company law, a "General Meeting" is a meeting of members that complies with all legal formalities including sending written notices to individuals. Certain types of legally binding resolution can only be passed by a General Meeting, properly held, so the Articles need to cover the formalities. Most of our regular meetings of Quakers in London in session will **not** be General Meetings held in accordance with company law because we do not need them to be. We have tried to make this clear in the Articles so that we can continue to hold business meetings in the normal way without unnecessary bureaucracy.

Other changes:

Many of the changes are needed because QiL will operate as an area meeting of Britain Yearly Meeting and so will meet and work in a different way from LQPT.

And most of the other changes are not 'real' changes as they are to move points previously covered in a document called a Memorandum of Association into the main Articles of Association. At the time that LQPT was registered, some important information was contained in the Memorandum, but it is no longer possible to amend this type of document and so the information now needs to be included in the Articles.

Changes that haven't been made though it looks odd:

The winding up clause (article 54) refers to Meeting for Sufferings, which has been laid down, and to the current London Area Meetings (which will be laid down). Ideally, we would amend this clause to remove that reference. However, this would require Charity Commission permission. Although it looks a bit untidy, the current wording is functional because if the first option cannot be used then the second and third options are still available.

There are also some definitions that have been left in the Articles even though they may not be needed, because they are linked to clauses that cannot be changed without permission.

Company number: 06942084
Charity number: 1141797
THE COMPANIES ACTS 1985, 1989 AND 2006
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

QUAKERS IN LONDON

1. Name of Charity and Meaning of Words

1.1 The name of the Charity is Quakers in London, previously known as London Quakers Property Trust, and called in this document "the Charity".

1.2 In these Articles the words have the following meanings except where the context requires otherwise:-

Words	Meanings
Act	the Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
Annual General Meeting	an annual meeting of Members of the Charity as defined in article 13.1;
Area Meeting	a meeting of members of the Religious Society of Friends in London or such other places as the members shall decide;
Area Meeting in Session	any meeting for worship for business of the Charity, held in the manner of Friends, which may but does not need to be held as a General Meeting of the Charity in accordance with article 13
Articles	these Articles of Association;
Book of Discipline	written record of the faith and practice of the Religious Society of Friends (Quakers) in Britain as amended from time to time. The current edition is *Quaker faith & practice*;
Britain Yearly Meeting	the central body of the Religious Society of Friends;
Clerk	the Clerk of a meeting for worship for business, including a meeting of the Trustees or the Area Meeting as the case may be. Where the appointed Clerk is unable to act, the term includes any person discharging the functions of the Clerk;
Charities Act	the Charities Act 2011 (to the extent in force) including any statutory modification or reenactment thereof from time to time;
Charity	the company regulated by these Articles;
Charity Commission	the Charity Commission of England and Wales;
Clear Days	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
Effective Date	1 January 2027, or such other date as the Trustee Body shall determine;
General Meeting	a General Meeting of Members as defined in article 13.2 and held in accordance with company law;
In the Manner of Friends	means the form of decision making described in the Book of Discipline and practised by Friends, in which the sense of the meeting is sought until unity is reached. A draft

	minute is then written to record the decision and read to the meeting. The draft minute becomes the formal record of the meeting after all present have had the opportunity to suggest modifications to it;
Meeting for Sufferings	the representative body of Quakers in Great Britain entrusted with the general care of matters affecting the Religious Society of Friends;
Month	calendar month;
Objects	the Objects of the Charity as defined in article 4
Office	the registered office of the Charity;
Quaker	a member or attender of the Religious Society of Friends;
Regulations	any rules, standing orders or regulations made by the Board in accordance with these Articles;
Relevant Area Meeting	Kingston and Wandsworth Area Meeting, London West Area Meeting, North East Thames Area Meeting, North London Area Meeting, North West London Area Meeting, South East London Area Meeting and South London Area Meeting
Signed	shall include signing by electronic signatures, and such other manner of authentication as the Trustee Body may decide;
Taxable Trading	the carrying on of a trade or business for the principal purpose of raising funds for the Charity and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
Trustees	the directors of the Charity for Companies Act purposes and the trustees for charity law purposes;
Trustee Body	the body of Trustees of the Charity being the directors of the Charity and charity trustees;
United Kingdom	Great Britain and Northern Ireland; And
in Writing	written, printed or lithographed or partly one and partly another and any other ways of showing and reproducing words in a visible form including by e-mail (to the extent legally permissible).

1.3 The words "person" or "people" include corporations and unincorporated associations and organisations.

1.4 Apart from the words defined above, any words or expression defined in the Act will have the same meanings in these Articles, provided they are consistent with the subject or context.

2. Registered Office

The registered office of the Charity will be in England and Wales.

3. The Constitution of the Charity and Rights of Inspection

3.1 The Charity is established for the Objects.

3.2 A copy of the Articles and any Regulations must be available for inspection by the Members of the Charity at the Office. Any Member who requests a copy of the Articles of Association must be sent a copy.

4. Objects

The objects of the Charity (the "Objects") are, for the public benefit to advance the religious purposes of the Religious Society of Friends (Quakers) Great Britain and in particular (but not exclusively) to maintain, repair, preserve and insure Quaker Meeting Houses and other properties owned or used by Quakers in Great Britain together with their contents.

5. Powers of the Charity

The Charity has the following powers which may be used only to promote the Objects:-

- (a) to buy, take on lease, share, hire or otherwise acquire property of any sort;
- (b) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity in exercise of this power but the Charity must comply as appropriate with Sections 117 to 122 of the Charities Act 2011;
- (c) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of money borrowed or any other obligation but the Charity must comply as appropriate with Sections 117 to 122 of the Charities Act 2011 if it wishes to mortgage land;
- (d) to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- (e) to employ and pay any employees, officers, servants and professional or other advisers;
- (f) subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- (g) to give or receive guarantees or indemnities;
- (h) to promote or undertake study or research and disseminate the useful results of such research;
- (i) to produce, print and publish anything in any media;
- (j) to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- (k) to promote and advertise the Charity's activities;
- (l) to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- (m) to undertake any charitable trust and to act as trustee or director of any other charitable organisation;
- (n) to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

(o) to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;

(p) to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Charity not required for the purpose of the Charity in furtherance of the Charity's Objects;

(q) to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;

(r) to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;

(s) to open and operate bank accounts and other banking facilities;

(t) to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

(u) to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;

(v) to insure any risks arising from the Charity's activities;

(w) (i) to purchase indemnity insurance out of the funds of the Charity to indemnify any of the Trustees against any personal liability in respect of:

a) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Charity;

b) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Charity or of any body corporate carrying on any activities on behalf of the Charity;

c) any liability to make contributions to the assets of the Charity in accordance with section 214 of the Insolvency Act 1986.

(ii) Subject to clause 5(w)(iv) below, any insurance in the case of (w)(i)(a) or (b) must be so framed as to exclude the provision of an indemnity for a person in respect of:

a) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

b) any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or

c) any liability incurred by a Trustee to the Charity that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the best interests of the Charity or not.

(iii) Subject to clause 5(w)(iv) below, any insurance in the case of (w)(i)(c) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation; and

(iv) to purchase out of the funds of the Charity any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time;

(x) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;

(y) to pay all the expenses and costs of establishing the Charity;

(z) to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that:-

(i) the Managers are properly authorised to carry on investment business;

(ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Charity;

(iii) the Managers are under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them for the Charity;

(iv) the Charity is entitled at any time to review, alter or terminate the delegation or the terms thereof;

(v) the Charity reviews the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation;

(aa) to permit any investments belonging to the Charity to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such; and

(bb) to do anything else within the law which helps promote the Objects.

6. Use of income and property

The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to Members of the Charity or to the Trustees, and no Trustee may be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as permitted by law or by the Charity Commission or under the 'Allowed Payments' provisions set out in clause 7 and then only after complying with any requirements of the Act and the Charities Act,
PROVIDED this shall not prevent a Member of the Charity or a Trustee receiving any benefit as a beneficiary.

7. Allowed Payments

7.1 Subject to clause 7.2, the Charity may pay:

(a) reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Charity who is not a Trustee for any services to the Charity;
(b) reasonable and proper remuneration of a Trustee for services actually rendered or goods supplied to the Charity or a subsidiary of the Charity (save for his acting as a Trustee) as permitted by and in accordance with sections 185 to 188 of the Charities Act 2011;
(c) reasonable interest on the money lent by any member of the Charity or any Trustee. The highest annual rate of interest that may be charged is two per cent below the base rate of a clearing bank in the United Kingdom selected by the Trustees;
(d) reasonable out-of-pocket expenses to any Trustee;
(e) reasonable and proper payment to a company of which a Member of the Charity or a Trustee holds not more than a hundredth of the capital;
(f) reasonable and proper rent of premises demised or let by any Member of the Charity or Trustee;
(g) to the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to 4(w) above;
(h) any payment to a Trustee under the indemnity provisions in the Articles of Association;
(i) payments made to a Member which is itself established for exclusively charitable purposes and for the public benefit either as a beneficiary or on a winding up pursuant to article 51 of these Articles; or
(j) in exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

7.2 No Member of the Charity or Trustee shall be a part of any decision making process on any decision referred to in clause 7.1 above which relates to him or her or any Connected Person other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

7.3 "Connected Person" shall mean a person connected to the Trustee or Member as defined in s.188 Charities Act 2011.

8. Membership

8.1 With effect from the Effective Date, the Members of the Charity will be:

8.1.1 those individuals who were, on the Effective Date, the members of the Relevant Area Meetings; and

8.1.2 such further individuals accepted into membership of the Religious Society of Friends by the Area Meeting in Session (i.e. Quakers in London) in accordance with the Book of Discipline (and whose membership has not been ended in accordance with Article 10).

8.2 The Charity shall maintain minutes of meetings at which members are admitted.

8.3 The Trustees shall maintain a register of members.

9. No transfer of Membership

None of the rights of any Member of the Charity may be transferred or transmitted to any other person or organisation other than as permitted in article 10.

10. Ending of Membership

A Member stops being a Member of the Charity if

(a) the individual Member ceases to be a member of the Religious Society of Friends through death or termination or in the event transfer of membership to another Quaker meeting as described in the Book of Discipline; and

(b) a minute is made to this effect and the register of members is amended.

11. Limited Liability

The liability of the Members is limited.

12. Guarantee by Members of the Charity

Each Member undertakes that, if the Charity is wound up while they are a Member, or within one year after they cease to be a Member, they will contribute a sum not exceeding £1 (one pound) to the assets of the Charity for:-

(a) payment of the debts and liabilities of the Charity contracted before they cease to be a Member;

(b) payment of the costs, charges and expenses of winding up; and

(c) adjustment of the rights of the contributories among themselves.

13. Calling of Meetings of Members

13.1 The Charity may (but need not) hold an Annual General Meeting in addition in each year. The fact that it is the Annual General Meeting should be specified in the relevant meeting notice.

13.2 General Meetings (including any Annual General Meeting) may be held by hybrid means, i.e. attended by some members at a physical location and by others through electronic facilities which enable those persons to exercise their rights to attend and participate in the meeting. Any failure or interruption of the electronic facilities used for a hybrid meeting shall not invalidate the meeting or any business conducted at the meeting unless the Clerk determines that the failure is of such significance that the meeting cannot properly be conducted, in which case Article 18 shall apply.

13.3 The Trustees may call a General Meeting whenever they wish. Such a meeting must also be called if not less than ten per cent. of the Members of the Charity request it in Writing or otherwise in accordance with the Act.

13.4 General Meetings held in accordance with company law must be comply with the formalities set out in Schedule 1 of these Articles.

13.5 For the avoidance of doubt, it is anticipated that the Area Meeting in Session shall normally meet at least three times in every 12 months, regardless of how many General Meetings held in accordance with company law take place.

14. Notice of General Meetings of Members

14.1 A General Meeting held in accordance with company law must be called by giving at least 14 Clear Days' notice in Writing and in accordance with article 50 of these Articles. A meeting may be held on shorter notice if it is agreed by not less than 90 per cent. of the Members entitled to attend and participate in it.

14.2 A notice shall specify the place, date, time and general nature of any business. Where a special resolution is proposed the exact wording of the resolution must be set out in the notice.

14.3 The notice must include a statement informing the Members of their right to appoint a proxy.

14.4 Notice of every General Meeting must be given to:-
- (a) every Member; and
- (b) all Trustees.

15. Quorum

Business may be transacted at a General Meeting only if a quorum of Members is present in person (including online) or by proxy when the meeting begins to deal with its business. A quorum is not less than thirty of the Members from time to time.

16. Adjournment if no Quorum

16.1 If the General Meeting is called by the demand of Members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Clerk of the Area Meeting in Session may decide.

16.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum.

17. Clerk of the Meeting

17.1 The Members shall appoint a Clerk who shall normally act as Clerk at every General Meeting of the Charity, and at any other meeting of the Area Meeting in session. If there is no Clerk, or if they are not present within 15 minutes after the appointed starting time or is unwilling to act as Clerk, the Members at the meeting shall select a Clerk.

17.2 The Members may appoint a clerking team to act as Clerk at meetings of the Area Meeting in session. A clerking team may comprise up to four people being several co-clerks, or a clerk and one or more assistant clerks. In such cases all references to Clerk shall apply to the clerking team.

18. Adjournment of the Meeting

18.1 The Clerk of the meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

18.2 When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting or of the business to be undertaken at it.

19. Taking Decisions at Members Meetings

19.1 Meetings shall be conducted in the Manner of Friends.

19.2 The Clerk of the meeting bears the final responsibility for preparing the business, conducting the meeting and drafting the minutes of the meeting. Minutes are drafted by the Clerk during the course of the meeting, but the final decision about whether the minute represents the sense of the meeting is the responsibility of the meeting itself, not of the Clerk.

19.3 Members shall do all such things and sign all necessary papers to reflect and record the decisions made at the meeting to comply with provisions of the Act.

19.4 A Trustee shall have the same rights as Members to attend and speak at General Meetings but the decision is the responsibility of the Members alone.

20. Declaration of Clerk is Final

To ensure that a decision recorded in the minute has been accepted by the meeting the Clerk will ask the meeting whether it accepts the minute. An entry in the minute book is conclusive evidence of the decision.

21. Management by the Trustee Body

The business of the Charity is managed by the Trustee Body. The Trustee Body may pay all the expenses of promoting and registering the Charity. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a General Meeting of the Charity.

22. Indemnity of Trustees

22.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Charity shall indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by them which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee or other officer save that no Trustee may be entitled to be indemnified:

(a) for any liability incurred by them to the Charity or any associated company of the Charity (as defined by the Act for these purposes);
(b) for any fine imposed in criminal proceedings;
(c) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
(d) for any liability which they have incurred in defending any criminal proceedings in which they are convicted and such conviction has become final;
(e) for any liability which they have incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against them; and
(f) for any liability which they have incurred in connection with any application under the Act in which the court refuses to grant them relief and such refusal has become final.

22.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee or officer, provided that they will be obliged to repay such amounts no later than:

(a) if they are convicted in proceedings, the date when the conviction becomes final;
(b) if judgment is being given against them in proceedings, the date when the judgment becomes final; or
(c) if the court refuses to grant them relief on any application under the Act, the date when refusal becomes final.

23. Payment of reasonable expenses to Trustees

The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Charity but shall not be paid any other remuneration except as permitted in these Articles or by law.

24. The Keeping of Minutes

The Trustee Body must have minutes entered in the minute books:-

(a) of all appointments of officers by the Trustee Body;
(b) of the names of the Trustees present at each of its meetings and of any committee of the Trustee Body;
(c) of all decisions and proceedings at all meetings of:
   (i) The Charity;
   (ii) The Truste Body; and
   (iii) Committees of the Trustee Body.

25. The Make-up of the Trustee Body

25.1 The Trustee Body consists of no fewer than ten and no more than fourteen persons appointed by the Members of the Charity. Every Trustee must be a member of the Religious Society of Friends.

25.2 The make-up and number of the Trustee Body may be varied by amendment to these Articles but at no time may the number of the Trustee Body be reduced to below three.

25.3 The Trustees shall be appointed from individuals nominated by the Quakers in London Nomination Committee. The appointments shall take place at any Area Meeting in session, which meeting shall be conducted in the Manner of Friends.

26. Maximum term of office of Members of the Trustee Body

A Trustee may be appointed for a period of three years. At the end of such period they may be reappointed for a further three years (six years total) and in exceptional circumstances for a further three (nine years total)..

27. Notification of change of Members of the Trustee Body to the Registrar of Companies

All appointments, retirements or removals of Trustees and the Company Secretary (if appointed) must be notified to the Registrar of Companies.

28. Filling vacancies in the Trustee Body and Co-option

The Trustee Body can appoint up to three people as additional co-opted Trustees. Any co-opted trustee will hold office until the next Area Meeting in Session when their appointment will be put to the meeting for decision as to whether it should continue. No trustee appointed via co-option under this article shall serve more than six months without the agreement of the Members. The Trustee Body should use its best endeavours to consult with the Quakers in London nominations committee before co-opting a trustee and must do so before the appointment is put to an Area Meeting in session.

29. Ending of Membership of the Trustee Body

A Trustee ceases to hold office if they:-

- (a) are determined by the members in an Area Meeting in session to no longer be a fit and proper person to carry out the duties of a Trustee;
- (b) become bankrupt or make any arrangement or composition with their creditors generally; or
- (c) become barred from membership of the Trustee Body because of any order made under the Act or the Charities Act 2011; or
- (d) resign the office by notice in writing to the Charity but only if at least three Trustees will remain in office when the resignation takes effect; or
- (e) fail to attend three meetings of the Trustee Body in a row without prior reasonable notice to the Charity, as determined by the Clerk of Trustees; or

(f) cease to be a member of the Religious Society of Friends; or
(g) are directly or indirectly involved in any contract or proposed contract with the Charity and fail to declare the nature of their interest in the proper way. The proper way is by giving notice at the first meeting which the Trustee attends after that interest arises (or such other way as is legally sufficient from time to time) and the Trustee Body resolves by minute to remove that Trustee; or
(h) are removed from office under the Act.

30. Removal of a Trustee by a General Meeting

30.1 A General Meeting of Members of the Charity may remove any Trustee before the end of their period of office whatever the rest of these Articles or any agreement between the Charity and the Trustee may say.

30.2 Removal can take place only by the Members of Charity passing an ordinary resolution saying so. Ten per cent. or more of the members may requisition a meeting of the Members to effect such removal on not less than 21 Clear Days' notice. The Trustee concerned has a right to be heard at the General Meeting. They also have the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting. The right to remove a Trustee given under the Article is in addition to, and separate from, rights given under the Act.

31. Meetings of the Trustee Body

31.1 Subject to the rest of these Articles and the Act, the Trustee Body shall meet, adjourn and run its meetings in the Manner of Friends.

31.2 The Clerk of the meeting bears the final responsibility for preparing the business, conducting the meeting and drafting the minutes of the meeting. Minutes are drafted by the Clerk during the course of the meeting, but the final decision about whether the minute represents the sense of the meeting is the responsibility of the meeting itself, not of the Clerk.

31.3 The Clerk of Trustees shall have the power to call a meeting of the Trustee Body and shall be required to call such a meeting if at least four Trustees request them to.

31.4 Notice of a Trustee Meeting need not be given to any Trustee who is out of the United Kingdom.

31.5 Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Trustee Body in which all participants may communicate with all other participants.

32. Conflicts of Interest

32.1 Where the duty of a Trustee under section 175(1) of Companies Act 2006 to avoid conflict of interest would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if:

(a) the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them;
(b) any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee; and
(c) the matter was agreed to without any such Trustee taking part in the discernment on the matter.

32.2 The Trustees shall also observe the other duties and rules in the Act, and such other rules as the Trustee Body adopts, as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Trustee Body the circumstances giving rise to any conflict or potential conflict that they have.

33. Officers of the Trustee Body

33.1 The composition of the Trustee Body as set out in Article 25.1 and 25.2 shall include a Clerk of Trustees and a Treasurer, who shall be trustees and who shall be appointed by and may if appropriate be removed by the members.

33.2 The term of appointment as Clerk of Trustees and Treasurer shall be agreed by a meeting of the members of the charity and shall generally be for a period not exceeding three years, with the possibility of reappointment for a second term of three years or less.

33.3 The Trustees may, at a meeting of the Trustee Body, appoint an assistant clerk and any other officers as required from within the Trustee Body.

34. Quorum for the Trustee Body

The quorum necessary for business to be done at a meeting of the Trustee Body is a third of the Trustees subject to a minimum of three. A Trustee shall not be counted in the quorum at a meeting in relation to a decision on which they are not entitled to participate.

35. Vacancies on the Trustee Body

The Trustee Body may act despite any vacancy on the Trustee Body, but if the number of Trustees falls below the quorum, it may act only to summon a General Meeting of the Charity.

36. A Decision may be Approved by Signature Without a Meeting

A decision in Writing Signed by all of the Trustees or any committee is as valid as if it had been agreed at a properly held meeting of the Trustee Body or committee. The decision may consist of several documents in the same form Signed by one or more members of the Trustee Body or committee.

37. Validity of Acts Done at Meetings

If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he or she was disqualified, anything done before the discovery at any meeting of the Trustee Body is as valid as if there were no defect or disqualification.

38 Delegation by the Trustee Body

38.1 The Trustee Body may delegate the administration of any of its powers to committees whose membership includes one or more Trustees and any such committee or Trustee must conform to any rules that the Trustee Body imposes on it.

38.2 All acts and proceedings of the committee or Trustees must be reported to the Trustee Body as soon as possible.

39. Clerk of Committees

39.1 A committee may appoint a clerk of its meetings if the Trustee Body does not do so.

39.2 If at any meeting the committee's clerk is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be clerk of the meeting.

40. Meetings of Committees

40.1 A committee may meet and adjourn whenever it chooses.

40.2 Questions at the meeting must be decided in the Manner of Friends.

40.3 A committee must have minutes entered in minute books.

41. Appointment and Removal of the Company Secretary

The Trustee Body may but, subject to the Act, need not, appoint a Company Secretary and likewise remove them and may decide his or her period of office, pay (if not a Trustee) and any conditions of service.

42. Proper Accounts must be Kept

Accounts shall be prepared in accordance with the Act and the Charities Act 2011.

43. Books must be Kept at the Office

The books of account must be kept at the Office or at other places decided by the Trustee Body. The books of account must always be open to inspection by Trustees.

44. Inspection of Books

A Member who is not a Trustee may inspect the books of account of the Charity on reasonable notice during office hours.

45. Account and Returns

45.1 If required by the Act, the Trustee Body must put before a General Meeting of the Charity such reports, statements or accounts as are from time to time required by law, and must comply with all other legal requirements from time to time as to the circulation of such reports, statements or accounts to the Members.

45.2 The Trustee Body must file with the Registrar of Companies and the Charity Commission all annual returns and other documents that are required to be filed.

46. Appointment of Reporting Accountants or Auditors

The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

47. Service of Notices

47.1 The Charity may give notice to any Member either:

- (a) personally; or
- (b) by delivering it or sending it by ordinary post to the Member's registered address; or
- (c) if the Member has provided the Charity with an e-mail address.by sending it by e-mail to that address. This is subject to the Member having consented to receipt of notice in this way, where this is a legal requirement; or
- (d) in accordance with the provisions for notice on a website set out below

Notice may be sent to any address within the United Kingdom which the Member has given the Charity for that purpose or in accordance with (d) or (e) above but otherwise no Member not within the United Kingdom shall be entitled to receive any notice from the Charity.

47.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by email it will be treated as properly sent if the Charity receives no indication that it has not been received.

47.3 If sent by post in accordance with this Article, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been received 24 hours after having been properly sent.

47.4 The Charity may assume that any e-mail address given to it by a Member remains valid unless the Member informs the Charity that it is not.

47.5 Where a Member has informed the Charity in Writing of his consent, or has given deemed consent in accordance with the Act, to receiving notices from the Charity by means of a website, notice will be validly given if the Charity sends that Member a notification informing him that the documents forming the notice may be viewed on a specified website. The notification must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a General Meeting the notification must state that it concerns a notice of a General Meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

48. Accidental Omission of Notice

Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

49. Alteration of the Articles

49.1 The Charity may alter these Articles only by a special resolution or by a written special resolution of the Members.

49.2 No alteration may be made to an Article which amends the Objects, or which directs the application of property on dissolution, or which authorises any benefit for Trustees without the Charity Commission's prior written approval where that is required by law.

49.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.

50. Regulations

The Trustee Body may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Trustee Body which would otherwise have been valid.

51. Winding-up of the Charity

If the Charity is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to:

1. one or more Area Meetings (provided such Area Meetings are established with exclusively charitable objects and regardless of whether or not such Area Meetings are Members of the Charity) in such proportions as Meeting

for Sufferings of the Religious Society of Friends shall decide; or, failing that,
2. to Britain Yearly Meeting of the Religious Society of Friends; or, failing that,
3. to some other charity with objects the same or substantially the same as the Objects as Britain Yearly Meeting of the Religious Society of Friends shall direct.

52. Model Articles

These Articles of Association are adopted to the exclusion of any model articles of association created under the Act.