

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

BATH ROYAL LITERARY AND SCIENTIFIC INSTITUTION TRUSTEES

1 NAME

The name of the company is Bath Royal Literary and Scientific Institution Trustees (the "**Company**").

2 REGISTERED OFFICE

The registered office of the Company is to be in England and Wales.

3 OBJECTS

The objects of the Company are:

- 3.1 to act without remuneration in the administration of charitable trusts and in particular but without limitation as the sole trustee of the unincorporated charity known as the Bath Royal Literary and Scientific Institution (a charity registered with the Charity Commission for England and Wales under number 304477); and
- 3.2 the promotion and advancement, for the public benefit, of science, literature and art in the City of Bath and its surrounding areas by such means as the Directors of the Company think fit, including but not limited to:
 - 3.2.1 the provision and maintenance of a museum in or near the City of Bath for the display of exhibits of historical, scientific, literary or artistic significance or interest;
 - 3.2.2 the provision of a library, lectures and other facilities for education relating to literature, science and art; and
 - 3.2.3 the promotion of research relating to literature, science and art and the publication of the useful results of that research.
- 3.3 If and so far as the items and exhibits belonging to the Institution Charity are not immediately required for the object in article 3.2 above, the Directors may

advance science, literature and art anywhere in the world by lending items and curating travelling exhibitions in accordance with the terms specified in the governing documents of the Institution Charity

(the "**Objects**").

4 **POWERS**

The Company has the following powers which may be exercised only in promoting the Objects:

- 4.1 to acquire material for the museum and the library and carry out conservation and research in relation to the same;
- 4.2 to promote and advertise the activities of the Company in particular by organising operating or managing exhibitions and events whether in the United Kingdom or abroad;
- 4.3 to negotiate with and make representations to Government Departments, Local Authorities, and others in the United Kingdom or abroad in furtherance of the Objects;
- 4.4 to promote or carry out research, surveys, studies or other work, making the useful results available;
- 4.5 to provide advice;
- 4.6 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.7 to advertise in such manner as may be thought expedient;
- 4.8 to co-operate with other bodies;
- 4.9 to support, administer or set up other charities;
- 4.10 to act as a trustee and to establish, undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary for the attainment of the Objects and to perform any services in furtherance of the Objects of the Company gratuitously or otherwise. In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

- 4.11 to amalgamate, federate, affiliate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Company such institutions, societies or companies being prohibited from distributing profits and assets among their members to at least the extent imposed by these Articles upon the Company;
- 4.12 to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.13 to receive and administer bequests and donations;
- 4.14 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.15 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.16 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.17 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Directors;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure;
- 4.19 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Company shall have power to retain any investments donated to it;
- 4.20 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.20.1 the investment policy is set down in writing for the Financial Expert by the Directors;
 - 4.20.2 timely reports of all transactions are provided to the Directors;
 - 4.20.3 the performance of the investments is reviewed regularly with the Directors;
 - 4.20.4 the Directors are entitled to cancel the delegation arrangement at any time;
 - 4.20.5 the investment policy and the delegation arrangement are reviewed at least once a year;

- 4.20.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt;
- 4.20.7 the Financial Expert must not do anything outside the powers of the Directors;
- 4.21 to arrange for investments or other property of the Company and/or the Institution Charity to be held in the name of a nominee company acting under the direction of the Directors or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.22 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.23 to insure the property of the Company and/or the Institution Charity against any foreseeable risk and take out other insurance policies to protect the Company and/or the Institution Charity when required;
- 4.24 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 4.25 subject to Article 5 to employ paid or unpaid agents, staff, or advisers;
- 4.26 to enter into contracts to provide services to or on behalf of other bodies;
- 4.27 to establish, hold shares in, or acquire subsidiary companies;
- 4.28 to pay the costs of forming the Company;
- 4.29 to do all or any of the above things in any part of the world, and as principals, agents, trustees or otherwise, and by or through trustees, agents or otherwise; and
- 4.30 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND DIRECTORS

- 5.1 The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, by way of profit, to the Members, but:
 - 5.1.1 Members who are not Directors may be employed by or enter into contracts with the Company and/or the Institution Charity and receive reasonable payment for goods or services supplied; and

subject to compliance with Article 5.4:

- 5.1.2 Members, Directors and Connected Persons may be paid interest at a reasonable and proper rate per annum (not exceeding 2% less than the annual percentage rate for the time being at which deposits in sterling are offered by prime banks in the London Inter-Bank market) on money lent to the Company and/or the Institution Charity;
 - 5.1.3 Members, Directors and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Company and/or the Institution Charity;
 - 5.1.4 Members, Directors and Connected Persons may be paid reasonable and proper consideration (as certified in writing by a duly qualified valuer or other appropriately qualified professional person) for any object purchased by the Company and/or the Institution Charity from them; and
 - 5.1.5 Individual Members, Directors and Connected Persons who are beneficiaries of the Institution Charity may receive charitable benefits in that capacity.
- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company and/or the Institution Charity except:
- 5.2.1 as mentioned in Articles 4.24, 5.1.2, 5.1.3, 5.1.4, 5.1.5 or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company and/or the Institution Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company and/or the Institution Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Director or a Connected Person has no more than a one per cent shareholding; or
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance where required and subject, where required by the Act, to the approval or affirmation of the Members).
- 5.3 No Director, or Connected Person, may be employed by the Company and/or the Institution Charity except in accordance with Article 5.2.5, but any Director or

Connected Person may enter into a written contract with the Company and/or the Institution Charity (stating the maximum to be paid), to supply goods or services in return for a payment or other material benefit but only if:

- 5.3.1 the goods or services are actually required by the Company and/or the Institution Charity, and the Directors decide that it is in the best interests of the Company and the Institution Charity to enter into such a contract;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 5.4; and
 - 5.3.3 no more than a minority of the Directors are subject to such a contract in any time.
- 5.4 Subject to Article 5.5, any Director who becomes a Conflicted Director in relation to any matter must:
- 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Directors;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director:
- 5.5.1 to continue to participate in discussions leading to the making of a decision, except where a Conflicted Director or a Connected Person is to receive any payment or material benefit; or
 - 5.5.2 to disclose information confidential to the Company and/or the Institution Charity to a third party; or
 - 5.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit, or to refrain from taking any step required to remove the conflict.

- 5.6 A Conflicted Director who obtains (other than through his or her position as Director) information that is confidential to a third party, shall not be in breach of his or her duties to the Company if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Company.
- 5.7 For any transaction or arrangement authorised under Articles 4.24, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.2 and 5.3, the Director's duty under the Act to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of Article 5.4 have been followed.

6 MEMBERSHIP

- 6.1 The Company must maintain a register of Members.
- 6.2 The Members of the Company shall be any person who is interested in the Objects, pays the subscription and/or entrance fee set by the Directors, and is approved by the Directors.
- 6.3 Every Member must consent in writing to become a Member, and the form and procedure for applying for Membership is to be prescribed by the Directors.
- 6.4 The Directors shall have full power and discretion as to the admission or refusal of any person as a Member.
- 6.5 Membership is terminated if the Member concerned:
- 6.5.1 gives written notice of resignation to the Company;
 - 6.5.2 dies or if an organisation ceases to exist;
 - 6.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due); or
 - 6.5.4 is removed from Membership by a resolution passed by seventy five percent of the Directors on the ground that in their reasonable opinion the Member's continued Membership is undesirable in the interest of the Company and/or the Institution Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
- 6.6 Membership of the Company is not transferable.
- 6.7 The Directors may establish different classes of Membership, and recognise one or more classes of supporters who are not Members and so shall not have any

rights under the Act including but without limitation the right to vote under these Articles (but who may nevertheless be termed "members"), and set out their respective rights and obligations.

6.8 The Directors may from time to time fix a minimum rate of donation or subscription for different classes of Members, and may from time to time vary the same, and the Directors shall fix the period which any such donation or subscription shall cover and shall notify Members accordingly.

6.9 Any corporate organisation that is a Member of the Company may nominate any person to act as its duly authorised representative at any meeting of the Company by resolution of its directors or other governing body.

6.10 Any unincorporated organisation that is a Member of the Company may nominate any person to act as its duly authorised representative at any meeting of the Company, provided that:

6.10.1 the organisation must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The nominee may continue to represent the organisation until written notice to the contrary is received by the Company;

6.10.2 any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation;

6.10.3 the duly authorised representative of an unincorporated organisation shall be entered in the register of Members as the Member, with the name of the unincorporated organisation which they represent noted next to them.

6.11 Each Member shall be entitled to receive free of charge or at a price to be fixed by the Directors one copy of all official publications of the Company which may from time to time be published by it.

7 LIMITED LIABILITY

The liability of Members is limited.

8 GUARANTEE

Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he, she or it is a Member, or within one year after he, she or it ceases to be a Member, for the payment of the debts and liabilities of the Company, contracted before he, she or it 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 £1.

9 **GENERAL MEETINGS OF MEMBERS**

9.1 **General Meetings**

9.1.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Directors and must be called on a request from the Members accordance with the Act.

9.1.2 A Director or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

9.2 **Notice**

9.2.1 Subject to Article 9.2.2, the AGM shall be called on 21 Clear Days notice and any other general meetings shall be called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted; and notifying Members of their right to appoint a proxy.

9.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

9.2.3 Notice of general meetings should be given to every Member and Director, and to the Company's auditors.

9.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

9.3 **Quorum**

9.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy or by the duly authorised representative of an organisation, is at least twenty five or five percent of the total number of Members whichever is the greater.

9.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such date, time and place as the Directors may determine.

9.4 **Chair of the Meeting**

9.4.1 The Chair and in his absence any Vice-Chair shall preside as chair at the AGM. If the Chair and the Vice-Chair are unable or unwilling to attend, or if they shall not be present within 15 minutes of the time appointed for holding the AGM, then the longest serving Director who is also a Member present shall preside over the AGM. If no Directors who are also Members are present the Members present at the AGM shall appoint one of their number to chair the meeting.

9.4.2 All other general meetings shall be chaired by the Chair, and in his or her absence the Vice-Chair, but if at any meeting they shall not be present within fifteen minutes of the time appointed for holding the same, the Members present shall elect one of their number to chair the meeting.

9.4.3 If no Director is willing to act as chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chair.

9.5 **Adjournment**

The chair may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

9.6 **Voting General**

9.6.1 On a show of hands or a poll every Member who (being an individual) is present in person or by proxy or (being an organisation) is present by a

duly authorised representative or by proxy, unless the proxy (in either case) or is himself a Member entitled to vote, shall have one vote.

9.6.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a second and casting vote.

9.6.3 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Company's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

9.6.4 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 whose decision shall be final and conclusive.

9.7 **Poll Voting**

9.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

(A) by the chair; or

(B) by at least five Members having the right to vote at the meeting; or

(C) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.

- 9.7.2 Unless a poll is duly demanded a declaration by the chair 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 minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 9.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chair consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 9.7.4 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.7.5 A poll demanded on the election of a chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 9.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

9.8 **Proxy Voting**

- 9.8.1 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy.

9.8.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form or a form as near thereto as circumstances admit:

“THE BATH ROYAL LITERARY AND SCIENTIFIC INSTITUTION

I/We

of _____ in the
County of _____

being a member/members of the above named Company, hereby
appoint
of
or failing him
of
as my/our proxy to vote for me/us on my/our behalf at the annual (or
general) meeting of the Company to be held on the _____ day of
20____ and at any adjournment thereof.

Signed this _____ day of _____ 20____

This form is to be used *in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

*Strike out whichever is not desired.”

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

9.8.3 A proxy shall be delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

9.8.4 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

(A) in the case of an instrument in Hard Copy Form be deposited at the Company’s registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- (B) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
- (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Company in relation to the meeting,
- be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- (C) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (D) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

- 9.8.5 A vote given or poll demanded by the duly authorised representative of an organisation or by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

9.8.6 An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

9.9 **Written Resolutions**

Subject to the provisions of the Act:

9.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.

9.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.

9.9.3 A Members' resolution under the Act removing a Director or an auditor before the expiration of his or her term of office may not be passed by a written resolution.

9.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

9.9.5 A Member indicates his or her agreement to a written resolution when the Company receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:

(A) by the Member's signature if the document is in Hard Copy Form;
or

(B) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Company, accompanied by a statement of the Member's identity which the Company has no reason to doubt, if the document is in Electronic Form.

9.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

9.10 **AGMs**

9.10.1 The Company must hold an AGM in October or as near as possible thereafter every year which all Members are entitled to attend.

9.10.2 At an AGM the Members:

- (A) receive the accounts of the Company for the previous financial year;
- (B) receive the Directors' report on the Company's activities since the previous AGM;
- (C) accept the retirement of those Elected Directors who wish to retire or who are retiring by rotation;
- (D) elect persons to be Elected Directors to fill vacancies arising in accordance with the procedure laid out under Article 10.8;
- (E) appoint independent examiners or auditors for the Company; and
- (F) discuss and determine any issues of policy or deal with any other business put before them by the Directors.

9.11 **EGMs**

Any general meeting which is not an AGM is an EGM.

10 **THE DIRECTORS**

10.1 The Directors of the Company have control of the Company and its property and funds.

10.2 There shall be a minimum of thirteen Directors but not more than fifteen Directors consisting of:

10.2.1 two Directors to be appointed by the University of Bath;

10.2.2 one Director to be appointed by Bath Spa University;

10.2.3 one Director to be appointed by Bath and North East Somerset Council or by such other local government authority as shall take its place;

10.2.4 up to three further Directors appointed by institutions within the Bath area chosen by the Directors (together the "**Appointed Directors**"); and

10.2.5 eight Directors to be elected by the Members in general meeting (the **"Elected Directors"**).

10.3 The Director to be appointed by Bath and North East Somerset Council shall be appointed for a term of office ending on the date of appointment of his successor, which may be made at any time after the ordinary day of retirement of councillors next after his appointment. All the other Appointed Directors shall be appointed for a term of three years each to start on such date as is decided by their appointing body.

10.4 The Elected Directors shall each be appointed for a term of three years commencing on the date of the Annual General Meeting at which they are elected.

10.5 One-third (or the number nearest one-third) of the Elected Directors must retire at each AGM those longest in office retiring first and the choice between any of equal service being made by drawing lots.

10.6 A retiring Elected Director shall be eligible for re-election for consecutive periods not exceeding in aggregate nine years from the date of his or her original appointment but thereafter an Elected Director shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one AGM and the next.

10.7 No Appointed Director shall be appointed or re-appointed except after consultation between the appointing body and the Chair or his nominee.

10.8 No person shall be appointed or re-appointed an Elected Director at any general meeting unless the following procedure has been followed:

10.8.1 In March of each year, the Directors shall appoint an EM for the duration of that year, who shall not be a Director. The EM shall appoint two tellers for the duration of that year. Both the EM and the tellers shall be paid up Members who undertake not to be candidates themselves for that year.

10.8.2 The EM puts a notice about the election to be held at the next AGM in the Newsletter sent out to all Members in May of each year, with nomination forms stating that nominations must be received by the end of June that year with personal particulars of nominees.

10.8.3 The EM then prepares a list of candidates with personal particulars which is sent out with numbered ballot papers, and papers calling the AGM, with the Newsletter to all Members in the third week of August that year. Members joining the Institution Charity after that issue but not less than three weeks before the date of the next AGM, and persons being

readmitted to Membership after that issue, will be sent the aforementioned papers to enable them to vote at that AGM.

10.8.4 Members may use their ballot paper to register their vote in one of three ways:

- (A) by posting it in a sealed envelope to a stated address before a stated date, where it will be kept securely until collected by the EM on the day of the AGM;
- (B) by entrusting it in a sealed envelope to another Member to take to the AGM and to hand it to the EM to be counted;
- (C) in person at the AGM.

10.8.5 All ballot papers sent to Members are to be numbered uniquely and no ballot papers are to be replaced if lost or not brought to the AGM.

10.8.6 No Member whose subscription is in arrears may attend the AGM. Although subscriptions may be renewed at the AGM itself.

10.8.7 The election is to be held early, as item 4, in the agenda of the AGM and Members will be prevented from entering 15 minutes after the advertised starting time of the meeting. Having declared the poll open, the Chair will announce an interval to allow the poll to take place, and the three ballot boxes will be uncovered for use, watched over by the EM and the tellers. Two ballot boxes will be used for votes cast by Members in person, and one by the EM for votes registered by the methods laid out under Articles 10.8.4 (A) and 10.8.4 (B) above.

10.8.8 When the Chair has declared the poll to be closed, the ballot boxes will be sealed by the EM, and the votes counted in an adjoining room by the EM and the tellers, recording them on forms provided and distinguishing the votes cast by Members in person from the others.

10.8.9 Upon completion of the count it will be checked by the EM and the result recorded on a form provided, on which the candidates' names are ranked according to the number of votes cast in favour of each candidate. In the event of equality of votes in favour of two or more candidates not all of whom can be elected, the EM will inform the Chair. The Chair shall in that event exercise second or casting votes as may be necessary to decide which of those two or more candidates is or are to be elected, the EM recording the final result of the election on a second form before destroying the first form.

- 10.8.10 The EM will hand the form recording the final result of the election to the Chair, who will announce the names of the successful candidates to the meeting, and the EM will then display the numbers of votes cast for each candidate in a form legible to the meeting.
- 10.9 A Director's term of office automatically terminates if:
- 10.9.1 he or she would be disqualified under the Charities Act from acting as a Charity Trustee;
 - 10.9.2 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that he or she has become physically or mentally incapable of acting as a Director and may remain so for three months;
 - 10.9.3 he or she is absent without permission of the Directors from three consecutive meetings and is asked by a majority of the Directors to resign;
 - 10.9.4 he or she resigns by written notice to the Directors (but only if at least two Directors will remain in office); or
 - 10.9.5 he or she is removed by resolution passed by eight or more of the Directors present and voting at a meeting of the Directors after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
 - 10.9.6 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
 - 10.9.7 he or she dies.
- 10.10 Every vacancy in the office of an Appointed Director shall as soon as possible be notified to the proper appointing body.
- 10.11 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in the number of Elected Directors, but a co-opted Elected Director holds office only until the next AGM.
- 10.12 Where the Directors are inquorate they may only act to co-opt Directors under Article 10.11 to reach the quorum;
- 10.13 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11 PROCEEDINGS OF DIRECTORS

- 11.1 The Directors must hold at least four meetings each year.
- 11.2 A quorum at a meeting of the Directors is five, three of which shall be Elected Directors.
- 11.3 A meeting of the Directors may be held either in person or by suitable Electronic Means agreed by the Directors in which all participants may communicate with all the other participants simultaneously.
- 11.4 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair or (if the Vice-Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 11.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 11.6 Except for the chair of the meeting, who has a second or casting vote, every Director has one vote on each issue.
- 11.7 A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company and/or the Institution Charity or in any transaction or arrangement entered into by the Company and/or the Institution Charity which has not previously been declared; and a Director must comply with the requirements of Article 5.
- 11.8 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

12 POWERS OF DIRECTORS

The Directors have the following powers in the administration of the Company:

- 12.1 to appoint (and remove) any person to act as Secretary or deputy secretary to the Company; and should the Secretary be unable to act, then the deputy secretary shall act in his or her place. Such Secretary or deputy secretary shall be appointed on such terms as the Directors shall think fit;
- 12.2 to appoint (and remove) a treasurer and other honorary officers on such terms as they shall think fit;

- 12.3 to appoint (and remove) a Chair and Vice-Chair from among their number who each shall hold office for a period of three years or until ceasing to be a Director whichever shall first occur. Any Director who has previously held office as Chair or Vice-Chair shall be eligible for re-election to that office but shall not consecutively hold that office for more than two terms of three years each.
- 12.4 to appoint (and remove) if they think fit from time to time any person to be president, vice president or patron of the Company but such offices shall carry no executive responsibilities or voting rights;
- 12.5 to delegate any of their functions (except powers and functions relating to financial policy) to committees consisting of two or more individuals appointed by them (but at least one member of every committee must where possible be a Director and all proceedings of committees must be reported promptly to the Directors). A resolution in writing signed by all the members of any committee who are entitled to receive notice of a meeting of such committee shall be as valid and effectual as if it had been passed at a meeting of such committee duly convened and constituted. Where the Directors establish a management committee this shall be chaired by either a Director or the treasurer;
- 12.6 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 12.7 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 12.8 to make regulations consistent with these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- 12.9 to establish procedures to assist the resolution of disputes within the Company;
and
- 12.10 to exercise any powers of the Company which are not reserved to the Members.

13 **RECORDS & ACCOUNTS**

- 13.1 The Directors must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 13.1.1 annual reports;
 - 13.1.2 annual returns; and
 - 13.1.3 annual statements of account.

- 13.2 The Directors must keep records of:
- 13.2.1 all proceedings at general meetings;
 - 13.2.2 all proceedings at meetings of the Directors;
 - 13.2.3 all reports of committees; and
 - 13.2.4 all professional advice obtained.
- 13.3 The Directors shall cause proper minutes to be made of the proceedings of all meetings of the Company and of the Directors and of committees, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts stated therein.
- 13.4 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.
- 13.5 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

14 **MEANS OF COMMUNICATION TO BE USED**

(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 14.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Company) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 14.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 14.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 14.4 The Company may deliver a Document to a Member:

- 14.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
- 14.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
- 14.4.3 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
- 14.4.4 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 14.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 14.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
 - 14.6.1 forty eight hours after it was posted, if first class post was used; or
 - 14.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
 - 14.6.3 properly addressed; and
 - 14.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 14.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered two hours after it was sent.
- 14.8 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Company), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 14.9 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

14.10 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

14.11 A Member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

15 **EXCLUSION OF MODEL ARTICLES**

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

16 **INDEMNITY**

16.1 The Company shall indemnify every Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company and or the Institution Charity.

16.2 In this Article a "Director" means any Director or former Director of the Company.

16.3 The Company may indemnify an auditor against any liability incurred by him or her:

16.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

16.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

17 **DISSOLUTION**

17.1 If, upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Company but shall be given or transferred to some other institution, or institutions having charitable objects the same as, or similar to, the Objects and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 5 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect

cannot be given to this last provision, then to some other charitable object as near as may be to that of the Company

17.2 A final report and statement of account must be sent to the Commission.

18 **INTERPRETATION**

18.1 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

18.2 In these Articles:

“**Act**” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Company;

“**Address**” includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

“**AGM**” means an annual general meeting of the Company;

“**Appointed Directors**” means as defined in Article 10.2.1 – 10.2.4;

“**these Articles**” means these articles of association;

“**Chair**” means the person elected under Article 12.3 to chair Directors’ meetings and other meetings as laid out in these Articles;

“**Charities Act**” means the Charities Acts 1992 to 2011, including any statutory modifications or re-enactment thereof for the time being in force;

“**Company**” means the company governed by these Articles;

“**Charity Trustee**” has the meaning prescribed by section 177 of the Charities Act 2011;

“**Circulation Date**” subject to the Act, means the date on which copies of a written resolution are sent or submitted to Members (or if copies are sent or submitted to Members on different days to the first of those days);

“**Clear Day**” means 24 hours from midnight following the relevant event;

“**the Commission**” means the Charity Commission for England and Wales or any body which replaces it;

“**Conflicted Director**” means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person stands to receive a benefit from the Company and/or the Institution Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company and/or the Institution Charity;

“**Connected Person**” means, in relation to a Director, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;

“**Director**” means a director of the Company and includes the Appointed Directors and the Elected Directors, and “**Directors**” means the directors of the Company and includes the Appointed Directors and the Elected Directors;

“**EGM**” means an extraordinary general meeting of the Company;

“**Elected Directors**” means as defined in Article 10.2.5;

“**Electronic Form**” and “**Electronic Means**” have the meanings respectively prescribed to them in the Companies Act 2006;

“**Eligible Member**” subject to the Act, means Members who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a Member for his or her agreement on the Circulation Date of the resolution;

“**EM**” means an election manager as appointed under Article 10.8;

“**executed**” includes any mode of execution;

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

“**firm**” includes Limited Liability Partnership;

“**Hard Copy Form**” has the meaning prescribed by the Companies Act 2006;

“**Institution Charity**” means the unincorporated charity known as the Bath Royal Literary and Scientific Institution (Charity Registration No: 304477);

“**Member**” and “**Membership**” refer to company membership of the Company;

“**Memorandum**” means the Company’s memorandum of association;

“**month**” means calendar month;

“**Newsletter**” means the newsletter of the Institution Charity;

“**Objects**” means the Objects of the Company as defined in Article 3;

“**Secretary**” means the Secretary of the Company;

“**Taxable Trading**” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

"Vice-Chair" means the person elected under Article 12.3 to chair Directors' meetings and other meetings as laid out in these Articles, in the absence of the Chair;

"written" or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and

"year" means calendar year.

- 18.3 Expressions not otherwise defined which are defined in the Act have the same meaning.
- 18.4 The singular includes the plural and vice versa.