

The Road Safety Trust

Articles of Association

Company number 8837451

Charity number 1156300

Amended by Special Resolution 11th October 2018

The Companies Acts 1985 to 2006
Company not having a Share Capital
Articles of Association
of
The Road Safety Trust

1 Interpretation

1.1 In these Articles:

the Act: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force.

these Articles: means these articles of association.

authorised representative: means an individual who is authorised in writing by a Member to act on its behalf at meetings of the Charity and whose name is given to the Secretary, or if there is no Secretary to the Trustees.

Benefit: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth.

Board: means the board of trustees of the Charity.

Chair: means the Chair of the Board appointed in accordance with Article 12.1.2.

the Charity: means the company governed by these Articles.

Charity Matter: means any matter that is not a UK ROEd Matter, including a decision relating to the manner in which funds received by the Charity from UK ROEd are to be dealt with for charitable purposes.

Charity trustee: has the meaning prescribed by section 177 of the Charities Act 2011.

clear day: means 24 hours from midnight following the relevant event.

the Commission: means the Charity Commission for England and Wales.

Conflict of Interest: means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties.

Connected Person: means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee;

- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee who is financially dependent on such Trustee or on whom the Trustee is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 50% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member.

Interest: means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it.

Member and Membership: refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity.

month: means calendar month.

Participating Police Force: means a Police Force which participates in, uses or directly benefits from the Scheme.

Police Force: means any police force established to provide law enforcement services in either England and Wales, Northern Ireland or Scotland as represented by its relevant lawful personality which may include its chief constable or officer appointed under section 2 of the Police Reform and Social Responsibility Act 2011, the Commissioner of Police of the Metropolis, the Common Council of the City of London, the Scottish Police Authority and the Northern Ireland Policing Board.

Police Force Trustee: the Trustee who holds office in accordance with Article 10.3.

Scheme: means the National Driver Offender Retraining Scheme and any successor scheme sharing similar purposes.

Secretary: means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity.

Subsidiary Company: means any company in which the Charity holds:

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

Trustee: means each of the directors of the Charity under the Act (and **Trustees** means all of the directors).

UK ROEd: means UK ROEd Limited, a private company limited by guarantee with company number 8773977 and a wholly-owned subsidiary company of the Charity.

UK ROEd Matter: means any matter in relation to UK ROEd and/or the Scheme including any matter that has been referred by UK ROEd to the Charity in its capacity as the sole member of UK ROEd for approval, but excludes any immaterial notice and any Charity Matter.

UK ROEd Notice: has the meaning given in Article 11.6.

written or in writing: refers to a legible document on paper (including a fax message) or in electronic form (including an e-mail).

year: means calendar year.

1.2 Expressions defined in the Act have the same meaning where used in these Articles.

1.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

2 Model Articles

2.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

3 Name

3.1 The name of the company is The Road Safety Trust (**Charity**).

4 Registered office

4.1 The registered office of the Charity is in England and Wales.

5 Objects

5.1 The objects of the Charity (**Objects**) are (for the benefit of the public):

5.1.1 to preserve and protect human life and health by the prevention of personal injury to, and the death of, road users in the United Kingdom in particular (but not exclusively) by supporting research into road safety (the useful results of which shall be disseminated) and the development of practical measures, including through education, engineering or enforcement, aimed at reducing personal injury and death; and

5.1.2 to advance the education of the public in issues of road safety with the object of reducing personal injury and death amongst road users in the United Kingdom in particular (but not exclusively) by promoting safe practices in relation to public road use and supporting research into such safe practices (the useful results of which shall be disseminated).

- 5.2 In these Articles, 'charitable' means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008. For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.

6 Powers

- 6.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

- 6.1.1 to be the holding company and sole member of UK ROEd;
- 6.1.2 in its capacity as the sole member of UK ROEd, to approve member resolutions, cast votes and exercise its other rights in accordance at all times with the wishes of the Members and the provisions of these Articles;
- 6.1.3 to hold seminars, conferences, lectures, tours and courses;
- 6.1.4 to promote or carry out research and to disseminate such research;
- 6.1.5 to provide advice;
- 6.1.6 to publish or distribute information in any form;
- 6.1.7 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts;
- 6.1.8 to affiliate with and where appropriate merge with any charity having similar objects to the objects;
- 6.1.9 to raise funds;
- 6.1.10 to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture;
- 6.1.11 to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 6.1.12 to acquire, rent or hire property of any kind;
- 6.1.13 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 6.1.14 to make grants, awards, prizes or donations;
- 6.1.15 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any corporate entity;

- 6.1.16 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;
- 6.1.17 to deposit or invest funds in any manner (but to invest only after taking such advice as the trustees consider is reasonably necessary from such person as is reasonably believed by the trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);
- 6.1.18 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;
- 6.1.19 to delegate the management of investments to any person provided that:
- (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - (b) the investment policy is set out in writing by the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
 - (f) the delegate must not do anything outside the powers of the Trustees.
- 6.1.20 to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
- 6.1.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 6.1.22 to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 6.1.23 subject to Articles 15 and 16, to employ paid or unpaid agents, staff or advisers;

- 6.1.24 to pay the costs of forming the Charity;
- 6.1.25 to open and operate bank accounts and banking facilities;
- 6.1.26 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- 6.1.27 to enter into any licence or sponsorship agreement; and
- 6.1.28 to enter into any contract or agreement (including any finance lease).

7 Limited liability

- 7.1 The liability of the Members is limited to £1, being the amount each Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before 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.

8 Membership

- 8.1 Subject to Articles 8.4 and 8.5, the number of Members with which the Charity is registered is unlimited.
- 8.2 The Charity must maintain a register of the names and addresses of all Members and a register of the authorised representative or proxy of each Member.
- 8.3 The Members of the Charity on the date of adoption of these Articles and such other persons as are admitted to Membership by the Trustees shall be the Members of the Charity.
- 8.4 Membership of the Charity is to be limited to Participating Police Forces.
- 8.5 The Trustees must accept any application for Membership from a Participating Police Force and must refuse an application for Membership from any person who is not a Participating Police Force.
- 8.6 Membership is terminated if the Member concerned gives written notice of resignation to the Charity.
- 8.7 The Board may terminate the Membership of a Member where:
 - 8.7.1 the Member has ceased to be a Participating Police Force;
 - 8.7.2 the Member is in material or persistent breach of the rules or policy of the Scheme; or
 - 8.7.3 in the reasonable opinion of the Trustees, due to adverse conduct of the Member its continued Membership is or would be detrimental to the long-term interests of the Charity, provided that the Member has been given prior written notice and a reasonable opportunity to take any desired action to

remedy or rectify the matter (to the extent possible) to the reasonable satisfaction of the Trustees.

- 8.8 Membership of the Charity is not transferable except where a transfer of Membership is necessary due to a reorganisation or merger of the Member and the Trustees have approved the proposed transfer.
- 8.9 Each Member shall have the right, at any time, to:
- 8.9.1 make proposals and submissions to the Trustees in relation to any UK ROEd Matter and to require the Trustees to give due consideration to such submissions;
 - 8.9.2 require the Trustees to consult with the Member in relation to any UK ROEd Matter;
 - 8.9.3 review the Charity's books and records in relation to any UK ROEd Matter and request copies of any notices issued by UK ROEd to the Charity, as its sole member.
- 8.10 Within 10 days of the Charity receiving any written notice from UK ROEd in relation to a UK ROEd Matter that may affect the interests of the Police Forces, the Trustees must send a copy of that notice to all of the Members as at the date of receipt of such written notice in accordance with the provisions of Article 21.
- 8.11 Notwithstanding any other provision of these Articles, the Members may, by resolution, require the Trustees and the Charity to take or refrain from taking any action or decision in relation to a UK ROEd Matter unless, in the reasonable opinion of the Trustees, to comply with such resolution would be a breach of the duties owed by the Trustees to the Charity or would otherwise be adverse to the public interest in the promotion of the Objects. Any such resolution passed by the Members shall, subject to the previous provisions of this Article 8.11, override the powers of the Trustees under these Articles, but only in relation to the relevant UK ROEd Matter and only to the extent of the resolution.

9 General meetings

- 9.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are to be called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 9.2 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 9.3 In addition to the Members' right to request a general meeting under Article 9.2, within 5 clear days following the receipt of a UK ROEd Notice, any Member may give a written request to the Charity that a general meeting should be called to discuss any UK ROEd Matter, whether or not specified in the UK ROEd Notice. The Member must include in its written request any proposed resolution in relation to a UK ROEd

Matter that it wishes to be considered and voted upon at the general meeting. The Trustees must within 5 clear days of receipt of such a request take all necessary steps to call a general meeting in accordance with the provisions of the Act. The general meeting must be held no more than 21 days from receipt of the request and in any event before the date of the Board meeting in respect of which the UK ROEd Notice was provided.

Quorum

- 9.4 There is a quorum at a general meeting if there are at least three Members entitled to attend and vote at that meeting (one of which must be the Member who is, or whose Chief Officer is, the national lead for road policing in England, Wales and Northern Ireland), and who are present in person or through their authorised representatives or by proxy.
- 9.5 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Member or Members present in person or through their authorised representatives or by proxy shall be a quorum.

Chair

- 9.6 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present shall preside as Chair at a general meeting. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine.

Voting

- 9.7 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chair, by at least two Members present in person or through their authorised representatives or by proxy; or by the Trustees.
- 9.8 Unless a poll is duly demanded a declaration by the Chair that a resolution has been 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.
- 9.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 9.10 A poll shall be taken as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.11 A poll demanded on the election of a Chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either

forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll will 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 will continue as if the demand had never been made.

- 9.12 No notice need be given of a poll not taken forthwith 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.
- 9.13 On a show of hands or a poll every Member present in person or through its authorised representative or by proxy shall have one vote.
- 9.14 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting whose decision is final.

Proxy notices

- 9.15 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 9.15.1 states the name and address of the Member appointing the proxy;
 - 9.15.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 9.15.3 is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the directors may determine; and
 - 9.15.4 is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 9.16 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 9.17 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 9.18 Unless a proxy notice indicates otherwise, it must be treated as:
- 9.18.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 9.18.2 by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 9.19 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any

adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

- 9.20 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 9.21 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 9.22 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Written resolutions

- 9.23 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

Authorised representatives

- 9.24 The Chief Officer of a Member and such other person or persons duly authorised to act on behalf of the Member under the Member's own governance rules shall each be deemed to be an authorised representative of that Member for the purposes of these Articles and the Act provided that the Chief Officer or other representative of a Member may from time to time by written notice given to the Charity authorise such other person as he or she thinks fit to act as the Member's authorised representative. An authorised representative of a Member is entitled to attend any meeting of the Charity and shall be entitled to exercise the same powers on behalf of the Member which he or she represents as that person would exercise if it were an individual Member of the Charity.

10 The Trustees

- 10.1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds.
- 10.2 The Board shall be composed of no fewer than three Trustees and a maximum of fifteen Trustees, or such other minimum or maximum number as may be determined from time to time by resolution of the Members.
- 10.3 The Board must, at all times, include the Police Force Trustee, to represent the wishes, interests and requirements of the Members and the public benefit in relation to UK ROEd and the Scheme. The Police Force Trustee shall be:
 - 10.3.1 the Chief Officer, from time to time, who is the national lead for road policing in England, Wales and Northern Ireland; or

- 10.3.2 for so long as that person is unable or unwilling to act as the Police Force Trustee, another person who is appointed by a resolution of the Members to act in the role of Police Force Trustee.
- 10.4 Subject to Article 10.3, the Trustees shall be appointed to the Board by resolution of the Members. The Trustees may, from time to time, appoint a Trustee in fill a vacancy on the Board and that Trustee shall hold office until the next general meeting of the Charity, at which time that Trustee will resign unless the Members by resolution confirm his or her appointment.
- 10.5 The Members may from time to time at their discretion determine any criteria for appointment as a Trustee.
- 10.6 Every Trustee shall sign a written consent to become a Trustee.
- 10.7 The term of office for the Police Force Trustee shall be such period as the Police Force Trustee is the Chief Officer who is the national lead for road policing in England, Wales and Northern Ireland in accordance with Article 10.3.1 or for such period as the Members have resolved he or she should act in accordance with Article 10.3.2. The term of office for each of the other Trustees shall be three years. A Trustee shall be eligible for re-election by the Members for one further term of three years.
- 10.8 After a Trustee has served two consecutive terms in office, he or she shall be eligible for re-election only after a year has elapsed since he or she retired as Trustee, unless the Board considers it would be in the best interests of the Charity for a Trustee to be eligible for re-election on his or her retirement for such number of further terms as the Trustees shall resolve and such re-election is approved by a resolution of the Members.
- 10.9 Every Trustee will hold office until he or she vacates office in accordance with these Articles.
- 10.10 A Trustee's term of office automatically terminates if he or she:
- 10.10.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;
 - 10.10.2 is, in the opinion of the Trustees, unable properly to fulfil his or her duties by reason of illness, disability or infirmity and the Trustees resolve that his or her office be vacated;
 - 10.10.3 is absent from three consecutive meetings of the Board without the consent of the Trustees and the Trustees resolve that his or her office is vacated;
 - 10.10.4 is removed as a Trustee by the Members pursuant to the Act;
 - 10.10.5 resigns by written notice to the Trustees;
 - 10.10.6 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors

generally or applies to the Court for an interim order in respect of a voluntary arrangement;

- 10.10.7 is convicted of an offence or engages in conduct that falls materially below the acceptable standard of conduct expected of a charity trustee generally and, in either case, the Trustees resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity;
 - 10.10.8 other than in respect of the Police Force Trustee, is removed by unanimous resolution of the other Trustees; or
 - 10.10.9 in respect of the Police Force Trustee, is no longer entitled to hold that position under Article 10.3.
- 10.11 Upon the termination of the office of the Police Force Trustee the Board shall immediately take such steps as are necessary to procure the appointment of a new Police Force Trustee in accordance with Article 10.3.
- 10.12 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

11 Proceedings of the Board

Meetings of the Board

- 11.1 The Trustees must hold at least two meetings of the Board each year. Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:
- 11.1.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;
 - 11.1.2 such notice must be given to each Trustee, but need not be in writing; and
 - 11.1.3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).
- 11.2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be three. If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.
- 11.3 A meeting of the Board will not be deemed quorate unless the Police Force Trustee:
- 11.3.1 is in attendance; or
 - 11.3.2 has waived their entitlement to notice under Article 11.1.3; or

11.3.3 agrees otherwise in respect of that meeting by giving written notice to the other Trustees.

11.4 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11.5 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as Chair at each meeting.

UK ROEd Notice

11.6 In the event that the Board propose to hold a Board meeting at which a UK ROEd Matter may or is intended to be considered and voted upon or proposes to pass one or more written resolutions of the Board concerning a UK ROEd Matter, the Board must first give a written notice ("**UK ROEd Notice**") to each of the Members no less than 30 clear days before the proposed date of the meeting or passage of the resolution.

11.7 A UK ROEd Notice must:

11.7.1 provide an agenda for the meeting or a copy of the proposed written resolutions listing all of the UK ROEd Matters that are to be considered and voted upon;

11.7.2 provide a description of each UK ROEd Matter to be considered and voted or resolved upon with sufficient details for the Member to understand the UK ROEd Matter; and

11.7.3 notify the Member of its rights under Article 8.9 and Article 9.3.

Decisions of the Board

11.8 Every decision of the Trustees on an Charity Matter shall be by a simple majority of the votes cast at a meeting.

11.9 Every decision of the Trustees on a UK ROEd Matter shall be by a simple majority of the votes cast at a meeting provided that such simple majority includes the vote of the Police Force Trustee. The Trustees may resolve to refer any UK ROEd Matter for decision to the Members by resolution of the Members.

11.10 A written resolution signed (or agreed to in writing) by the requisite number of the Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board and would have formed a quorum at such a meeting is as valid as a resolution passed at a meeting (and for this purpose the resolution or agreement in writing may be contained in more than one document).

11.11 Every Trustee has one vote on each issue except:

11.11.1 in respect of a Charity Matter, the Chair of the meeting; and

11.11.2 in respect of a UK ROEd Matter, the Police Force Trustee,

will in the event of an equality of votes have a second or casting vote (unless the Chair of the meeting or the Police Force Trustee, as the case may be is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).

11.12 Before a decision on any UK ROEd Matter is made the Trustees must consider and have regard to any submissions made by the Members in accordance with Article 8.8 and must take into account the public interest represented by the Members. Any submissions that have been received from the Members may be presented by the Police Force Trustee at the relevant Board meeting. The Trustees may also have regard to submissions made by Participating Police Forces that are not Members but nevertheless have an interest in the UK ROEd Matter.

11.13 In approving any Charity Matter, the Trustees must:

11.13.1 act within their powers;

11.13.2 act in good faith and only in the interests of the Charity;

11.13.3 make sure they are sufficiently informed;

11.13.4 take account of all relevant factors;

11.13.5 ignore any irrelevant factors;

11.13.6 manage Conflicts of Interest, including considering whether the Police Forces Trustee has a Conflict of Interest and should be excluded from the decision-making process; and

11.13.7 make decisions that are within the range of decisions that a reasonable trustee body could make.

11.14 Relevant factors under Article 11.13.4 may include, without limitation, each of the following considerations:

11.14.1 whether the proposed decision is in the best interests of the Charity;

11.14.2 if the proposed decision affects the Charity's activities, whether it is consistent with the Objects;

11.14.3 whether the proposed decision has regard to the Commission's public benefit guidance;

11.14.4 whether the Trustees have all the powers they need to make and carry out the decision;

11.14.5 whether there are any alternatives to consider;

11.14.6 whether the Trustees have sufficient professional or specialist advice to enable them to make an informed decision;

- 11.14.7 if it is proposed not to approve a Charity Matter in any regard, why it is in the best interests of the Charity not to do so;
 - 11.14.8 the risks and benefits of the proposed decision;
 - 11.14.9 how the decision could affect the Charity's reputation;
 - 11.14.10 whether there any steps the Charity should take to manage or mitigate reputational risks;
 - 11.14.11 whether the decision will affect the future ability of the Charity to further its purpose effectively;
 - 11.14.12 if the decision will have a negative impact, whether it can still be clearly justified as being in the Charity's interests;
 - 11.14.13 whether the Charity has sufficient funds to carry through the decision and continue past implementation; and
 - 11.14.14 whether the Trustees have consulted the Charity's stakeholders and what has been learned from that consultation;
 - 11.14.15 how much weight should the Charity give to stakeholders' views;
 - 11.14.16 if the Trustees commit to the proposed decision, whether there will be any opportunity to withdraw at a later stage without incurring costs or penalties which may be unaffordable.
- 11.15 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12 Powers of Trustees

- 12.1 Subject to Articles 8.11 and 12.2, the Trustees have the following powers in the administration of the Charity:
- 12.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;
 - 12.1.2 to appoint a Chair from among their number;
 - 12.1.3 to appoint a Treasurer, Patron and other honorary offices;
 - 12.1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
 - 12.1.5 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees;
 - 12.1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity; and

12.1.7 to exercise any powers of the Charity which are not reserved to a general meeting.

12.2 The Trustees shall not be entitled to:

12.2.1 make any decision by the Charity which would dilute or terminate its sole membership of UK ROEd; or

12.2.2 take any other steps in relation to the Charity or UK ROEd with the intention of reducing the Members' control over UK ROEd;

without the prior written consent of all of the Members.

13 Delegation

13.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated.

13.2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:

13.2.1 all proceedings of every committee must be reported promptly to the Trustees; and

13.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

13.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

14 Advisory Board

14.1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. With the approval of the Trustees, the advisory board may seek specialist advice and support from third parties. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

15 Benefits to Members

- 15.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Member but:
- 15.1.1 with the approval of the Members by resolution, a Member who is not also a Trustee may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 15.1.2 a Member (including a Member who is also a Trustee) may be paid interest at a reasonable rate on money lent to the Charity;
 - 15.1.3 a Member (including a Member who is also a Trustee) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 15.1.4 a Member (including a Member who is also a Trustee) may receive any Benefit in their capacity as a beneficiary of the Charity; and
 - 15.1.5 another charity of which a Member (including a Member who is also a Trustee) is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member.
- 15.2 In this Article, and subject to Article 15.3, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.
- 15.3 This Article 15 does not apply in respect of any Benefits provided by UK ROEd to any Police Force under the Scheme.

16 Benefits to Trustees

- 16.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:
- 16.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;
 - 16.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;
 - 16.1.3 an indemnity in accordance with these Articles;
 - 16.1.4 payment to any company in which a Trustee has no more than a 2% shareholding;
 - 16.1.5 other payments or benefits permitted by law or with the prior consent of the Commission;
 - 16.1.6 interest at a reasonable rate on money lent to the Charity;
 - 16.1.7 a reasonable rent or hiring fee for property let or hired to the Charity;

16.1.8 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity;

16.1.9 any Benefit which is in furtherance of the Objects to another charity of which a Trustee is a charity trustee or member and which does not confer any Benefit on that Trustee; and

16.1.10 in respect of the provision of goods or services in accordance with Article 16.2,

provided that the Trustees must comply with the provisions of Articles 17, 18 and 19 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

16.2 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:

16.2.1 the goods or services are actually required by the Charity;

16.2.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;

16.2.3 the Trustee has declared his or her Interest in accordance with Article 17 and the Trustees have complied with the procedure in Article 19.3;

16.2.4 no more than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article 16.2 applies to a person who is Connected to that Trustee);

16.2.5 the services supplied are not services supplied by the Trustee in his / her capacity as a Trustee; and

16.2.6 the arrangement has been approved by a resolution of the Members,

provided that the Trustees must comply with the provisions of Articles 17, 18 and 19 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

16.3 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 15 for a Member or Article 16.1 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

16.4 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

16.5 This Article may not be amended without prior written consent of the Commission.

17 Declaration of interests

17.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing

transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

- 17.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.
- 17.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.
- 17.4 Any declaration must be made in accordance with the provisions of the Act:
- 17.4.1 at a meeting of the Board; or
 - 17.4.2 by notice in writing to the Trustees; or
 - 17.4.3 by general notice to the Trustees.
- 17.5 A Trustee is not required to declare an Interest:
- 17.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
 - 17.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
 - 17.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 17.6 The Charity will maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

18 Conflicts of interest

- 18.1 Subject to Articles 18.2 and 19, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he / she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
- 18.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 18.1 does not apply to a Conflict of Interest:

- 18.2.1 arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Articles 16.1.1 and 16.1.5 of these Articles;
- 18.2.2 arising in relation to a Trustee also acting as a director of UK ROEd; or
- 18.2.3 arising due to the Police Force Trustee's position in a Police Force or any benefit or interest of the Police Force Trustee or a Police Force that arises by virtue of involvement in the Scheme.

19 Authorisation of conflicts of interest

- 19.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:
 - 19.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 16 of these Articles;
 - 19.1.2 the Trustees act in what they consider to be the best interests of the Charity; and
 - 19.1.3 the Trustees comply with the procedures set out in this Article 19.
- 19.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 19.1 the Trustee concerned must:
 - 19.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
 - 19.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - 19.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
 - 19.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
 - 19.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).
- 19.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 19.4 In giving any authorisation in accordance with Article 19.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:

- 19.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);
 - 19.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - 19.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
 - 19.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
 - 19.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).
- 19.5 In giving the authorisation under Article 19.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:
- 19.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
 - 19.5.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - 19.5.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
 - 19.5.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
 - 19.5.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

20 Records and accounts

- 20.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 20.1.1 annual reports;
 - 20.1.2 annual returns; and
 - 20.1.3 annual statements of account.
- 20.2 Within each annual report delivered to Members in accordance with the requirements of the Act and the Charities Act 2011, the Trustees must include a report to the Members in relation to the Charity and UK ROEd that includes details concerning:
- 20.2.1 the activities of the Charity and UK ROEd during the financial year;
 - 20.2.2 the forecasted activities of the Charity and UK ROEd for the next financial year;
 - 20.2.3 details of the distributions received by the Charity from UK ROEd during the financial year and how those distributions have been used or intend to be used by the Charity;
 - 20.2.4 any material issues regarding any current UK ROEd Matters; and
 - 20.2.5 any other information which a Member requests.
- 20.3 The Trustees must keep proper records of:
- 20.3.1 all proceedings at general meetings;
 - 20.3.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);
 - 20.3.3 all reports of committees; and
 - 20.3.4 all professional advice obtained.
- 20.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 20.5 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

21 Notices

- 21.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.
- 21.2 The Charity may deliver a notice or other document to a Member by:
 - 21.2.1 delivering it personally to the Member;

- 21.2.2 post or hand delivery to the Member's address shown in the register of Members;
 - 21.2.3 electronic mail to an address notified by the Member in writing; or
 - 21.2.4 by means of a website in accordance with Articles 21.3 and 21.4.
- 21.3 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.
- 21.4 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 21.2.1, 21.2.2 or 21.2.3 of:
- 21.4.1 its presence on the website;
 - 21.4.2 the address of the website;
 - 21.4.3 the place on the website where it may be accessed; and
 - 21.4.4 how to access it.
- 21.5 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 21.4 in accordance with the relevant provisions of 21.6.
- 21.6 Subject to Article 21.5, any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 21.6.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 21.6.2 two clear days after being sent by first class post to that address;
 - 21.6.3 three clear days after being sent by second class or overseas post to that address;
 - 21.6.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier
 - 21.6.5 as soon as the Member acknowledges actual receipt.

21.7 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

22 Indemnity

22.1 The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

23 Dissolution

23.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:

23.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects; and (subject thereto);

23.1.2 directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto); and

23.1.3 in such other manner consistent with charitable status as the Commission may approve in writing in advance.

23.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustees Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008.

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