

THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL

ARTICLES OF ASSOCIATION OF
WEST SUSSEX ASSOCIATION FOR THE BLIND
(ALSO KNOWN AS 4SIGHT)

1. Introduction

1.1 The articles constituting Schedule 1 to the Companies (Model Articles) Regulations 2008 shall not apply.

2. INTERPRETATION

2.1. In the Memorandum and in these Articles:

'the Act' means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Association.

'the Association' means the above named company.

'the area of benefit' means England particularly, but without limitation to, Sussex.

'the Chairman' means the chair of the Trustees elected in accordance with article 19.4.

'clear days' in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect.

'members' means persons who have been accepted as such under these Articles.

'the Office' means the registered office of the Association.

'the seal' means the common seal of the Association.

'Secretary' means any person appointed to perform the duties of the Secretary of the Association.

"Trustee" means a director of the Association and "Trustees" means the directors.

'the United Kingdom' means Great Britain and Northern Ireland.

- 2.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in appropriate formats.
- 2.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Association.
- 2.4 Words importing gender shall mean and include any other gender and words importing persons shall include corporations, associations and natural persons.

3. OBJECTS

- 3.1 The objects of the Association are to promote the welfare of the blind and partially sighted people living in the area of benefit.

4. POWERS

- 4.1 In furtherance of the said objects, but not further or otherwise, the Association shall have power:
- (a) to write, print or otherwise reproduce in any appropriate format whether now or hereafter by any means of recorded audio and/or visual information whether now or hereafter invented and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents;

- (b) to hold exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;
- (c) to promote research, experimental work, scientific investigation and development into any aspect of the objects of the Association and its work and to disseminate the useful results of any such research for the public benefit;
- (d) to co-operate at all levels with national and regional Social Services Department, other Departments, County Councils and other agencies providing services;
- (e) to organise visiting of blind and partially sighted people in their homes and in hospital;
- (f) to make grants to blind and partially sighted people within the area of benefit;
- (g) to accept subscriptions, gifts, donations, devises and bequests of any real or personal property maintain and alter any of the same as are necessary for any of the objects of the Association and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property;
- (h) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise;
- (i) to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Association;
- (j) subject to such consents as may be required by law, to borrow and raise money for the objects of the Association on such terms and conditions and on such security as may be thought fit;
- (k) to purchase, lease, hire or otherwise acquire real or personal property and rights or privileges and to construct, maintain and alter buildings or erections;

- (l) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Association or such trade is temporary and ancillary to the carrying out of the said objects;
- (m) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Association;
- (n) to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other Association;
- (o) to invest the monies of the Association not immediately required for its objects in or upon such investments, securities or property as may be thought fit;
- (p) to make any charitable donation either in cash or assets for the furtherance of the objects of the Association;
- (q) to establish or support any charitable institution and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Association;
- (r) to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or Association as may be necessary or expedient for the work of the Association;
- (s) to purchase indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Association PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which a Trustee knew to be a breach of trust or breach of duty or which was committed by a Trustee in reckless disregard of whether it was a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Association;

- (t) to employ and pay such staff (who shall not be Trustees) to supervise, organise, carry on the work of and advise the Association;
- (u) to purchase insurance to cover the officers, staff, voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;
- (v) to pay reasonable annual sums or premiums for or towards the provision of pensions for staff for the time being of the Association and their dependants;
- (w) to purchase insurance to cover any buildings or other property to their full value;
- (x) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Association and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Association by these Articles;
- (y) to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
- (z) to establish local area committees within the area of benefit (whether autonomous or not);
- (aa) to enter into such contracts as shall further the objects or any of them;
- (bb) to do all such other lawful things as shall further the above objects or any of them.

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or

transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association and no Trustee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association PROVIDED THAT nothing herein shall prevent any payment in good faith by the Association:

- (a) of reasonable and proper remuneration to any member, officer, employee or consultant of the Association not being a Trustee for any services rendered to the Association;
- (b) of interest on money lent by any member of the Association or any Trustee at not less than 2% below the minimum lending rate of a clearing bank selected by the Trustees;
- (c) of reasonable and proper rent for premises demised or let by any member of the Association or its Trustees;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may also be a member holding not more than 1/100th part of the capital of that company;
- (e) of out-of-pocket expenses to any Trustee and
- (f) of any premium paid for insurance to cover the liability of the Trustees as provided for in article 4(s) of these Articles.

6. MEMBERS

- 6.1 The subscribers and such other persons as the Trustees shall admit to membership shall be members of the Association.
- 6.2 Every person admitted to membership of the Association shall either sign a written consent to become a member or sign the register of members.
- 6.3 An application for membership may be approved or rejected by the Trustees. The Trustees shall have the right for good

and sufficient reason to terminate the membership of any member PROVIDED THAT the member concerned shall have a right to be heard before a final decision is made.

- 6.4 Unless the Trustees or the Association in General Meeting shall make other provision pursuant to the powers contained in Article 20 the Trustees may in their absolute discretion permit any member of the Association to retire provided that after such retirement the number of members is not less than three. Membership shall not be transferable.

7. LIMITED LIABILITY

- 7.1 The liability of the members is limited.

8. GUARANTEE

- 8.1 Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up whilst being a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Association contracted before ceasing to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

9. GENERAL MEETINGS

- 9.1 The Association shall each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Association and that of the next. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 9.2 The Trustees may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in

default, may be convened by such requisitioners, as provided by the Act.

10. NOTICE OF GENERAL MEETINGS

10.1 All General Meetings shall be called by at least fourteen clear days' notice in writing. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and the member's right to appoint a proxy.

10.2 A General Meeting shall be deemed to have been duly called if it is so agreed by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety per cent of the total voting rights at that meeting of all the members.

10.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1 The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Trustees and auditors, the election of Trustees in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

11.2 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; three voting members present in person or by proxy shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, or, if during a meeting a quorum ceases to be present, the meeting shall be adjourned to such other day and at such other time and place as the Trustees may determine.

11.3. The Chairman, if any, shall chair every General Meeting of the Association, or if there is no such Chairman, or if he shall not be present within fifteen minutes after the time appointed

for the holding of the meeting or is unwilling to act, the Trustees present shall elect one of their number to chair the meeting.

- 11.4. If at any meeting no Trustee is willing to act as Chairman or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the voting members present shall choose one of their number to chair the meeting.
- 11.5. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 11.6. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands. A declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 11.7. Every member, or their proxy, shall have one vote.
- 11.8. 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 Chairman whose decision shall be final and conclusive.
- 11.9. A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members. A written resolution is passed as a special resolution if it is passed by members representing

not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution. For these purposes the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

12. ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS

12.1 Any organisation which is a member of the Association may by resolution of its governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Association.

13. THE TRUSTEES

13.1 The minimum number of Trustees shall be three.

13.2 The first Trustees shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under these Articles. Future Trustees shall be appointed as provided subsequently in these Articles.

13.3 The Trustees may be paid all reasonable expenses properly incurred by them in attending and returning from Trustee meetings or General Meetings of the Association or in connection with the business of the Association.

14. BORROWING POWERS

14.1 The Trustees may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Association or of any charitable body where such action will directly further the objects of the Association.

15. HONORARY OFFICERS

15.1 The Honorary Officers shall consist of the Chairman, Vice-Chairman and the Treasurer as appointed in accordance with these articles.

16. POWERS AND DUTIES OF THE TRUSTEES

16.1 The business of the Association shall be managed by the Trustees who may pay all expenses incurred in the formation of the Association, and may exercise all such powers of the Association as are not required to be exercised by the Association in General Meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Association in General Meeting; but no such regulation shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.

16.2 All cheques and other negotiable instruments, and all receipts for moneys paid to the Association, shall be signed or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time determine provided that all cheques shall be signed by not less than two authorised signatories.

16.3 The Trustees shall arrange for minutes to be made:

(a) of all appointments of officers made by the Trustees;

(b) of the names of the Trustees present at each Trustee meeting; and

(c) of all resolutions and proceedings at all meetings of the Association, and of the Trustees.

16.4 A Trustee shall disclose and shall not vote in respect of any contract in which he is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted.

16.5 Subject to Article 13.1 the Association may from time to time by ordinary resolution increase or reduce the number of Trustees.

16.6 The Trustees shall have power at any time to appoint any person to be a Trustee, either to fill a casual vacancy or as an addition to the existing members, provided always no more than three persons shall be co-opted to act as Trustees at any one time and so that the total number of Trustees shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.

16.7 No person may be appointed as a Trustee:

- (a) unless he has attained the age of 18 years;
- (b) in circumstances that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 18.

17. ELECTION AND RETIREMENT OF TRUSTEES

17.1 The Trustees shall consist of:

- (a) the Honorary Officers;
- (b) up to three individuals nominated by local area committees;
- (c) up to six members elected by the members at the AGM, of which not less than three shall be blind or partially sighted people.

17.2 Other appropriate persons as the Trustees may decide shall be invited to attend all General Meetings and meetings of the Trustees in the capacity of observers but without voting powers.

17.3 The Chairman and Vice Chairman shall serve for a maximum of two consecutive three year terms. They will not be eligible for re-election until one year has elapsed after the expiry of their second term of office. They shall be eligible for a further term of three years but not thereafter. In the event of there being no candidate for the post of Chairman or Vice-Chairman, the terms of the holders of these posts may,

exceptionally, be extended for a fourth year by a resolution of the AGM.

- 17.4 Subject to Article 17.3 above at the first and every subsequent Annual General Meeting of the Association one third (or the number nearest one third) of the Trustees shall retire by rotation from office those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 17.5 Subject to Article 17.3 above a retiring Trustee shall be eligible for re-election.
- 17.6 The Association at the meeting at which a Trustee retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Trustee shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member shall have been put to the meeting and lost.
- 17.7 No person other than a Trustee retiring at the meeting shall unless recommended by the Trustees be eligible for election as a Trustee at any General Meeting unless, not less than fourteen nor more than twenty-one days before the date set for the meeting, there shall have been left at the registered office of the Association notice in writing signed by a member qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the register of Trustees.

18. DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 18.1 A Trustee shall cease to hold office if the member:
- (a) ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any

statutory re-enactment or modification of that provision);

- (b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own property and affairs;
- (c) subject to 6.4 resigns his office by written notice to the Association;
- (d) ceases to be a member of the Association;
- (e) is absent without the agreement of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated; or
- (f) is removed from office by a three-quarters majority vote of the rest of the Trustees at a special meeting called for that purpose, when in the opinion of the Trustees it appears that the Trustee in question is acting in a manner detrimental or prejudicial to the wellbeing of the Association.

19. PROCEEDINGS OF THE TRUSTEES

- 19.1 The Trustees may arrange, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.
- 19.2 The quorum necessary for the transaction of the business of the Trustees may be fixed by the Trustees and for the time being shall be five.
- 19.3 The Trustees may act notwithstanding any vacancy in their body, but, if and as long as their number is reduced below the number fixed by or pursuant to the Articles of the Association as the necessary quorum, the Trustees may act for the purpose of increasing the number of Trustees to that number, or of summoning a General Meeting of the Association, but for no other purpose.

- 19.4 The Trustees shall elect the Chairman and if at any meeting the Chairman is not present within five minutes of the time appointed for holding the same, the Trustees present may choose one of their number to chair the meeting.
- 19.5 The Trustees shall nominate the Vice–Chairman and the Treasurer who must be approved by the members at the AGM.
- 19.6 The Trustees shall, at its last meeting of each calendar year, appoint a Management Committee consisting of such Trustees as they think fit, to prepare recommendations on all financial and general business of the Association which shall then be brought to the Trustees for its consideration.
- 19.7 The Trustees may delegate any of their powers to sub-committees consisting of such Trustees as they think fit; any sub-committee so formed shall conform to any regulations that may be imposed on it by the Trustees and shall report all acts and proceedings to the Trustees fully and promptly.
- 19.8 A sub-committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.
- 19.9 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
- 19.10 All acts done by any meeting of the Trustees or of a sub-committee, or by any person acting as a Trustees, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
- 19.11 A resolution in writing, signed by all the Trustees entitled to receive notice of a Trustees meeting, shall be as valid and effectual as if it had been passed at a Trustees meeting duly

convened and held, and may consist of several documents in like form each signed by one Trustee or more.

20. RULES OR BYE LAWS

- 20.1 (a) The Trustees may from time to time make such Rules or Bye Laws as it may deem necessary or convenient for the proper conduct and management of the Association and for the purpose of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye Laws regulate:
- (i) the admission and classification of members of the Association, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (ii) the conduct of members of the Association in relation to one another, and to the Association's employees;
 - (iii) the procedure at General Meetings and meetings of the Trustees and sub-committees in so far as such procedure is not regulated by these Articles;
 - (iv) generally, all such matters as are commonly the subject matter of Association rules.
- (b) The Association in General Meeting shall have power to alter, add to or repeal the Rules or Bye Laws and the Trustees shall adopt such means as they deem sufficient to bring to the notice of members of the Association all such Rules or Bye Laws, which, so long as they shall be in force, shall be binding on all members of the Association. PROVIDED, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Association.

21. SECRETARY

21.1 The Trustees may appoint (and may remove) any person to act as Association Secretary provided that if a Trustee is appointed he shall not be paid.

22. THE SEAL

22.1 The Trustees shall provide for the safe custody of a seal, if any, which shall only be used by the authority of the Trustees and every instrument to which the seal shall be affixed shall be signed by a Trustee and shall be countersigned by the secretary or by a second Trustee or by some other person appointed by the Trustees for the purpose.

23. ACCOUNTS

23.1 Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

24. ANNUAL REPORT

24.1 The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

25. ANNUAL RETURN

25.1 The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners.

26. NOTICES

26.1 Any notice given to or by any person pursuant to the Articles may be sent by hand, by post, by suitable electronic means or posted on the Association's website.

26.2 A member whose registered address is not within the United Kingdom and who gives the Association an address within the United Kingdom at which notices may be given to him

shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association.

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

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

(b) the auditor for the time being of the Association; and

(c) each Trustee.

No other person shall be entitled to receive notices of General Meetings.

26.4 A member present in person at any meeting of the Association shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

26.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

27. INDEMNITY

27.1 Subject to the provisions of the Act every Trustee or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

28. DISSOLUTION

28.1 If upon the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, and which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of article 5 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.