

**The Companies Acts 1985 - 2006**

**Company Limited by Guarantee and not Having a Share Capital**

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**Articles of Association**  
**of**  
**The Inter Faith Network for the United Kingdom**

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

#### **Articles of Association**

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#### **The Inter Faith Network for the United Kingdom**

##### **Interpretation**

1. In these Articles the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
1.1 "address"	includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.2 "Articles"	these Articles of Association of the Network;
1.3 "circulation date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.4 "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;
1.5 "Companies Acts"	has the meaning given to it in section 2 of the Companies Act 2006;
1.6 "Conflict of Interest"	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Network;
1.7 "electronic form" and "electronic means"	have the meanings respectively given to them in the Companies Act 2006;
1.8 "financial expert"	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.9 "hard copy" and "hard copy form"	have the meanings respectively given to them in the Companies Act 2006;
1.10 "Hour"	any full period of an hour but not including any part of a day that is a Saturday Sunday or Bank Holiday in England;
1.11 "member", "member body" or "member bodies", "members", or "member bodies"	a member body of the Network accepted by the general meeting in accordance with Article 3;
1.12 "Received"	in relation to a document or other item, having been received, with evidence of receipt;

- 1.13 **“the Network”** Inter Faith Network for the United Kingdom;
- 1.14 **“the Seal”** the common seal of the Network;
- 1.15 **“Secretary”** any person appointed to perform the duties of the secretary of the Network;
- 1.16 **“Trustee” or “Trustees”** the director or directors of the Network as defined in the Companies Acts; and
- 1.17 **“the United Kingdom”** means Great Britain and Northern Ireland.

**2. In these Articles:**

- 2.1 The provisions of the Schedule annexed to these articles shall have effect as if incorporated in these articles.
- 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 a visible form.
- 2.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Network.
- 2.4 Words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations.

**Members**

- 3. The subscribers to the Memorandum of Association and such other bodies as the Network in general meeting shall admit to membership shall be member bodies of the Network.
- 4. Bodies may be admitted to membership of the Network in accordance with the membership admission policy adopted from time to time by the members.
- 5. The names of the member bodies of the Network shall be entered in the register of members. An authorised representative of every body admitted to membership of the Network shall either sign a written consent for it to become a member body or sign the register of members on its behalf.
- 6. An application for membership shall be made in such manner as the Trustees may determine.

**Membership Fees**

- 7. There shall be an annual membership fee for all member bodies of an amount or amounts to be determined from time to time by the Network in general meeting. Membership fees shall be paid on such dates and in such manner as determined by the Trustees.
- 8. The Trustees may reduce, vary or waive the membership fee for any member body.

**Resignation**

- 9. A member body may resign by one month's written notice to the Secretary but shall not be entitled to a refund of any part of the annual membership fee.
- 10. A member body whose membership fee is more than 18 months in arrears (or such other period as the Network in general meeting may determine) shall be deemed to have resigned.
- 11. Unless the Trustees or the member bodies in general meeting shall make other provision

pursuant to the powers contained in Articles 101 to 104 (Rules or Bye-Laws) the Trustees may in their absolute discretion permit any member body of the Network to withdraw from membership provided that after such withdrawal the number of member bodies is not less than three. Membership shall not be transferable.

### **Expulsion**

12. The Network in general meeting may resolve to expel any member body when, in its opinion, it would not be in the interests of the Network for it to remain a member body.
13. The resolution referred to in Article 12 shall not be passed unless the member body has been given at least 28 clear days' notice that the resolution is to be proposed, specifying in writing the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the members. A member body expelled by such resolution shall nevertheless remain liable to pay to the Network any subscription or other sum owed by it. Nothing in this Article applies to the revocation of membership of a provisional member in accordance with the membership admission policy adopted from time to time by the members.

### **General Meetings**

14. The Network shall each year hold an Annual General Meeting ("AGM") in addition to any other general 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 AGM of the Network and that of the next. The AGM shall be held at such time and place as the Trustees shall appoint.
15. The Trustees may, whenever they think fit, convene a general meeting. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 5% of the member bodies having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Companies Acts.

### **Notice of General Meetings**

16. All general meetings shall be called by at least fourteen clear days' notice in writing unless the Companies Acts require a longer notice period.
17. A general meeting of the Network shall, notwithstanding that it is called by shorter notice than that specified in Article 16, be deemed to have been duly called if it is so agreed:
  - (a) in the case of the AGM, by all the representatives of member bodies entitled to attend and vote; and
  - (b) in the case of any other meeting, by a majority of the member bodies 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 member bodies.
18. Notice of general meetings shall be given to every member body, to the Trustees, to any Honorary Officers and to the auditors of the Network.
19. 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.
20. Notice of general meetings shall be served in accordance with Articles 93 to 98.
21. The Notice shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business. There must also appear with reasonable prominence a statement informing the member body of its rights to appoint another person as a proxy to speak and vote on its behalf at a general meeting.

## Proceedings at General Meetings

22. The business to be transacted at an AGM 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.
23. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 23.1 A person is able to exercise the right to vote at a general meeting when—
  - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 23.2 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 23.3 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 23.4 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
24. No business shall be transacted at any general meeting unless a quorum of the representatives of member bodies is present at the time when the meeting proceeds to business. The quorum shall be the greater of:
  - 24.1 three representatives present in person or by proxy; or
  - 24.2 one-fifth of the membership present in person or by proxy.
25. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Trustees may determine.
26. An elected Chair or Co-Chair of the Trustees shall chair every general meeting of the Network or if not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act, another Trustee, whom the Trustees present shall choose, shall chair the meeting.
27. If at any meeting no Chair or Co-Chair of the Trustees is present and no Trustee is willing to act as Chair within fifteen minutes after the time appointed for holding the meeting, the representatives of member bodies present shall choose one of their number to chair the meeting save that a proxy holder who is not a representative of a member body entitled to vote shall not be entitled to be appointed Chair.
28. A Trustee shall, notwithstanding that they are not a representative of a member body of the Network, be entitled to attend and speak at any general meeting.
29. The Chair 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.

30. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - (a) by the Chair; or
  - (b) by representatives of at least five member bodies present in person or by proxy and having the right to vote at the meeting.
31. Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost shall be accepted. An entry to that effect in the minutes of proceedings of the Network 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.
32. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
33. A poll demanded on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the Chair of the meeting directs, not being more than thirty days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
34. No notice need be given of a poll not taken immediately if the time and the place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

### **Votes of Member Bodies**

35. On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll every member body present in person or by proxy shall have one vote.
36. 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 or casting vote in addition to any other vote he may have.
37. Every member body entitled to vote at a general meeting may appoint a proxy to vote on its behalf.
38. Any organisation which is a member body of the Network may by resolution of its trustees or other governing body authorise such person as it thinks fit to act as its representative at any general meeting of the Network. Each member body shall notify the Network of its authorised representative. The member body may replace its authorised representative with another individual by giving notice to the Network.
39. No member body whose membership fees are in arrears may vote at any general meeting, nominate any person to stand as a Trustee or vote in any Trustee election.
40. 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.

41. A vote given or poll demanded by the duly authorised representative of a member body shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Network at the registered office 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.

## Proxies

42. The appointment of a proxy shall be in such form which the Trustees approve. **Unless the appointment of a proxy indicates otherwise, it must be treated as:**

- 42.1 **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**

- 42.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

43. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:

- 43.1 in the case of an instrument in writing be deposited at the registered office of the Network 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 Network in relation to the meeting at least 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- 43.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:

- 43.2.1 in the notice convening the meeting; or

- 43.2.2 in any instrument of proxy sent out by the Network in relation to the meeting; or

- 43.2.3 in any invitation to appoint a proxy issued by the Network in relation to the meeting which is sent by electronic means;

be received at such address not less than 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- 43.3 in the case of a poll taken more than 48 Hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 Hours before the time appointed for the taking of the poll; or

- 43.4 where the poll is not taken forthwith but is taken not more than 48 Hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary (if any) or to any Trustee;

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

44. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Network at the registered office of the Network or at such other place at which the appointment of the 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.

45. An appointment of a proxy may be revoked by delivering to the Network 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. Attendance by a member body in person at a meeting automatically revokes any appointment by that member body of a proxy.

## **Written Resolutions**

46. A written resolution of the Network passed in accordance with these Articles 46 to 53 shall have effect as if passed by the Network in general meeting:
  - 46.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible member bodies.
  - 46.2 A written resolution is passed as a special resolution if it is passed by member bodies representing not less than 75% of the total voting rights of eligible member bodies. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
47. No member body whose membership fees are in arrears may vote by written resolution or nominate any person to stand as a Trustee.
48. In relation to a resolution proposed as a written resolution of the Network the eligible member bodies are the member bodies who would have been entitled to vote on the resolution on the circulation date of the resolution.
49. A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
50. A copy of the written resolution must be sent to every member body together with a statement informing the member body how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Network's auditors in accordance with the Companies Acts.
51. A member body signifies its agreement to a proposed written resolution when the Network receives from it an authenticated document identifying the resolution to which it relates and indicating its agreement to the resolution.
  - 51.1 If the document is sent to the Network in hard copy form, it is authenticated if it bears the signature of the member body's authorised representative (appointed in accordance with Article 38).
  - 51.2 If the document is sent to the Network by electronic means, it is authenticated if it bears the signature of the member body's authorised representative or if the identity of the member body's authorised representative is confirmed in a manner specified by the Trustees.
52. A written resolution is passed when the required majority of eligible member bodies have signified their agreement to it.
53. A proposed written resolution lapses if it is not passed within 56 days beginning with the circulation date.



## **Trustees**

54. Unless otherwise determined by the Network by ordinary resolution at a general meeting, the maximum number of Trustees shall be twenty-two and the minimum number shall be ten.
55. The Trustees may be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending and returning from Trustee meetings or general meetings of the Network or in connection with the business of the Network.
56. The Honorary Officers shall consist of the Chair or Co-Chairs and a Treasurer. The Trustees shall automatically include the Honorary Officers and also such other Trustees as do not exceed the maximum number laid down by these Articles.

## **Borrowing Powers**

57. The Trustees may exercise all the powers of the Network 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 Network or of any charitable body where such action will directly further the objects of the Network.

## **Powers and Duties of the Trustees**

58. The business of the Network shall be managed by the Trustees who may pay all expenses incurred in the formation of the Network, and may exercise all such powers of the Network as are not required to be exercised by the Network in general meeting. Any such requirement may be imposed either by the Companies Act or by these Articles or by any regulation made by the Network 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.
59. All cheques and other negotiable instruments, and all receipts for moneys paid to the Network, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time determine.
60. The Trustees shall cause minutes to be made:
  - (a) of the names of the Trustees present at each Trustees' meeting; and
  - (b) of all resolutions and proceedings at all meetings of the Network, and of the Trustees.

## **Disqualification of Trustees**

61. The office of Trustee shall be vacated if the Trustee:
  - (a) ceases to be a Trustee by virtue of any provision in the Companies Acts or is disqualified from acting as a Trustee by virtue of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
  - (b) dies;
  - (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
  - (d) resigns his office by written notice to the Network;
  - (e) is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated.

## **Election and Co-option of Trustees**

62. Trustees shall be elected or appointed in accordance with Rules or Bye Laws made under Articles 101 to 104. Unless the member bodies in general meeting shall make other provision pursuant to the powers contained in Articles 101 to 104 (Rules or Bye Laws), the usual term of office for a Trustee shall be three years, running from the date of appointment to the end of the third AGM after appointment.
63. A retiring Trustee shall be eligible for re-election subject to eligibility under any applicable Rule or Bye Law.
64. No person shall, unless directly nominated by the board of Trustees or by particular categories of membership in accordance with any applicable Rule or Bye Law, be eligible for election at any general meeting unless, not less than thirty nor more seventy days before the date set for the AGM, there shall have been left at the registered office of the Network notice in writing signed by a representative of a member body qualified to attend and vote at the meeting for which such notice is given, of their intention to propose such person for election, and also notice in writing signed by that person of their willingness to be elected. The notice shall give the particulars of that person which would, if they were so appointed, be required to be included in the register of Trustees.
65. Where, under a Rule or Bye Law, Trustees are directly nominated by the board of Trustees or particular categories of member body, these nominations must be finalised and all required documentation received by the Network no less than 30 days before the AGM.
66. The Network may from time to time by ordinary resolution at a general meeting increase or reduce the number of Trustees specified in Article 54.
67. The Trustees shall have power at any time to co-opt any person to be a Trustee, either to fill a casual vacancy or as an addition to the existing Trustees, but so that the total number of Trustees so co-opted shall not exceed three and further so that the number of all Trustees shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Trustee so co-opted shall hold office only until the next following AGM. They shall then be eligible for re-election if nominated or appointed in keeping with applicable Rules or Bye Laws. The Trustees shall also have power to appoint any of their number to be an Honorary Officer to fill a vacancy in any Honorary Officer role. Any Trustee so appointed shall only hold the Honorary Officer role until the next following AGM.
68. The Network may by ordinary resolution of a general meeting, of which special notice has been given in accordance with the Companies Acts, remove any Trustee before the expiration of their period of office notwithstanding anything in these Articles or in any agreement between the Network and such Trustee. The Network may by ordinary resolution appoint another person in place of a Trustee removed under this Article.
69. No person may be appointed as a Trustee:
  - (a) unless they have attained the age of 18 years;
  - (b) in circumstances such that, had they already been a Trustee, they would have been disqualified from acting under the provisions of Article 61.

## **Proceedings of Trustees**

70. The Trustees may meet together for the despatch of business, 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 Chair shall have a second or casting vote. The Secretary on the request of five Trustees shall, at any time summon a Trustees' meeting.
71. The quorum necessary for the transaction of the business of the Trustees may be fixed by the

Trustees and unless so fixed shall be one-third of the membership of the Trustees, subject to a minimum of two.

72. The Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Network as the necessary quorum of Trustees, the Trustees may act for the purpose of increasing the number of Trustees to that number, or of summoning a general meeting of the Network, but for no other purpose.
73. The Trustees may delegate any of their powers to sub-committees consisting of such persons 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.
74. The Trustees may appoint or a sub-committee may elect a Chair of the sub-committee's meetings; if no such Chair is appointed or elected, or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same, the Trustees present may choose one of their number to chair the meeting. Sub-committees may also co-opt up to two persons onto the sub-committee.
75. 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 subcommittee members present, and in the case of an equality of votes the Chair shall have a second or casting vote.
76. All acts done by any meeting of the Trustees or of a sub-committee, or by any person acting as a Trustee, 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.
77. The Trustees may also delegate any of their powers or the implementation of any of their resolutions and day to day management of the affairs of the Network to a chief executive or other manager or managers in accordance with the following conditions:
  - 77.1 the delegated power shall be to manage the Network by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
  - 77.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
  - 77.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Network and regularly provide the Trustees with management accounts sufficient to explain the financial position of the Network.

### **Virtual Meetings**

78. A Trustees' meeting may be held by telephone or using any televisual or other electronic or virtual method agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

### **Decisions without a Meeting**

79. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other in writing, including without limitation by electronic means, that they share a common view on a matter.
80. A decision which is made in accordance with Article 79 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- 80.1 approval from each Trustee must be received by one person being either such person as all the Trustees shall have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
- 80.2 following receipt of responses from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 80;
- 80.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- 80.4 the Recipient prepares a minute of the decision.

### **Conflicts of Interest**

- 81. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 82. Whenever a matter is to be discussed at a meeting or decided in accordance with Article 79 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 84, he or she must:
  - 82.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
  - 82.2 not be counted in the quorum for that part of the meeting; and
  - 82.3 withdraw during the vote and have no vote on the matter.
- 83. If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

### **Trustees’ Power to authorise a Conflict of Interest**

- 84. The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
  - 84.1 any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and
  - 84.2 the manner in which a Conflict of Interest arising out of any Trustee’s office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum provided that when deciding to give such authorisation the provisions of Article 82 shall be complied with and provided that nothing in this Article 84 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.
- 85. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 84 then, even if he or she has been authorised to remain at the meeting by the others, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 86. A Trustee shall not be accountable to the Network for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 84 (subject to any limits or conditions to which such approval was subject).

87. When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Network by withholding confidential information from the Network if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
88. Where a Trustee's Conflict of Interest arises because the Trustee or an organisation which has nominated him or her will receive benefits from the Network which are generic benefits conferred on some or all beneficiaries of the Network (ie benefits which are not specific to that Trustee or the organisation which has nominated him or her), the provisions of Article 82 shall not apply and the Trustee, having declared his or her Conflict of Interest may remain at and contribute to discussion at the meeting, be counted in the quorum and vote on the matter.

### **Secretary**

89. The Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as the Trustees may think fit; and any Secretary so appointed may be removed by it provided always that no Trustee may occupy the salaried position of Secretary.
90. A provision of the Companies Acts or these Articles requiring or authorising a thing to be done by or to a Trustee and the Secretary, shall not be satisfied by its being done by or to the same person acting both as a Trustee and as, or in the place of, the Secretary.

### **The Seal**

91. The Trustees shall provide for the safe custody of the seal, if any, which shall only be used by the authority of the Trustees or of a sub-committee authorised by the Trustees in that behalf 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.

### **Records and Accounts**

92. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 92.1 annual reports;
- 92.2 annual returns;
- 92.3 annual statements of account.

### **Communications by and to the Network**

93. Subject to the provisions of the Companies Acts and these Articles:
- 93.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Network) by making it available on a website;
- 93.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
- 93.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

94. Any document or information (including any notice) sent to a member body under the Articles may be sent to the member body's postal address as shown in the Network's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member body, provided that:
- 94.1 a member body whose registered address is not within the United Kingdom and who gives to the Network an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member body shall be entitled to receive any notice from the Network; and
- 94.2 the Network is not required to send notice of a general meeting or a copy of its annual report and accounts to a member body for whom it no longer has a valid address.
95. Any document to be served on the Network or on any officer of the Network under the Articles may only be served:
- 95.1 in the case of documents in hard copy form, by sending or delivering them to the Network's registered office or delivering them personally to the officer in question; or
- 95.2 in the case of documents in electronic form, by sending them by electronic means:
- 95.2.1 to an address notified to the member bodies for that purpose; and
- 95.2.2 from an address previously notified to the Network by the member body for the purpose of sending and receiving documents and information.
96. A member body present by its representative or by proxy at any meeting of the Network shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
97. Where a document or information is sent or supplied under the Articles:
- 97.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 Hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 97.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
- 97.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
- 97.3.1 the material is first made available on the website; or
- 97.3.2 (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
98. Where any document or information has been sent or supplied by the Network by electronic means and the Network receives notice that the message is undeliverable:
- 98.1 if the document or information has been sent to a member body and is notice of a general meeting of the Network or a copy of the annual report and accounts of the Network, the Network is under no obligation to send a hard copy of the document or information to the member body's postal address as shown in the Network's register of members, but may in its discretion choose to do so; and

- 98.2 in all other cases, the Network will send a hard copy of the document or information to the member body's postal address as shown in the Network's register of members, or in the case of a recipient who is not a member body, to the last known postal address for that person.
- 98.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

### **Indemnity**

99. Subject to the provisions of the Companies Acts every Trustee or other officer or auditor of the Network shall be indemnified out of the assets of the Network against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability from negligence, default, breach of duty or breach of trust in relation to the affairs of the Network.
100. The Trustees shall have power to resolve pursuant to clause 4.27 of the Schedule to effect Trustees' indemnity insurance despite their interest in such policy.

### **Rules or Bye Laws**

101. The Trustees may from time to time make such Rules or Bye Laws as they may deem necessary or convenient for the proper conduct and management of the Network and, subject to Article 103, may alter, repeal or add to such Rules or Bye Laws provided nevertheless that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.
102. Any Rules or Bye Laws that the Trustees propose to make concerning any of the following matters shall have no effect until approved by ordinary resolution of the members:
- (a) The prescription of classes of and conditions of membership;
  - (b) Regulation of the conduct of member bodies of the Network in relation to one another;
  - (c) Regulation of the procedure at general meetings in so far as such procedure is not regulated by these Articles; and
  - (d) Regulation of the procedure for the conduct of elections to the board of Trustees and other committees of the Network appointed through elections by the membership, including the prescription of eligibility criteria, conditions of membership and voting rights.
103. The Network in general meeting may alter or repeal any Rules or Bye Laws falling within Article 102 and make additions to them provided, nevertheless, that:
- (a) Any alteration, repeal or addition proposed by the Trustees may be made by ordinary resolution;
  - (b) Any alteration, repeal or addition not proposed by the Trustees may only be made by resolution passed by 75% or more of the member bodies present and voting, whether in person by their representative or by proxy, at a general meeting; and
  - (c) No Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.
104. The Trustees shall adopt such means as they deem sufficient to bring to the notice of member bodies of the Network all such Rules or Bye Laws, which, so long as they shall be in force, shall be binding on all member bodies of the Network.

**Exclusion of Model Articles**

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

Last revised July 2021



## **Schedule**

### **Name**

1. The name of the Company (hereinafter called 'Network') is The Inter Faith Network for the United Kingdom.

### **Registered office**

2. The registered office of the Network will be situated in England and Wales.

### **Objects**

3. The Network is established to advance public knowledge and mutual understanding of the teachings, traditions and practices of the different faith communities in Britain including an awareness both of their distinctive features and their common ground and to promote good relations between persons of different faiths.

### **Powers**

4. In furtherance of the said objects, but not further or otherwise, the Network shall have power:
  - 4.1 to provide and maintain an information service;
  - 4.2 to provide a forum for discussions between members of different faiths;
  - 4.3 to hold exhibitions, conferences, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;
  - 4.4 to write, print or otherwise reproduce (by any means of recorded audio and/or visual information whether now or hereafter invented) and circulate, gratuitously or otherwise, pamphlets, reports, journals, films, tapes, periodicals, magazines, books, leaflets or other documents;
  - 4.5 to promote research, experimental work, scientific investigation and development into any aspect of the objects of the Network and its works and to disseminate the useful results of any such research for the public benefit;
  - 4.6 to co-operate and enter into arrangements with any charities, voluntary bodies and authorities, national, local or otherwise and exchange information and advice with them;
  - 4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
  - 4.8 enter into contracts to provide services to or on behalf of other bodies;
  - 4.9 to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, maintain and alter any of the same as are necessary for any of the objects of the Network and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
  - 4.10 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 Network in the shape of donations, subscriptions or otherwise;
  - 4.11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques

- and other instruments, and to operate bank accounts in the name of the Network;
- 4.12 subject to such consents as may be required by law, to borrow and raise money for the objects of the Network on such terms and conditions and on such security as may be thought fit;
- 4.13 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges and to construct, maintain and alter buildings or constructions;
- 4.14 to trade in the course of carrying out the objects of the Network and to carry on any other trade which is not expected to give rise to taxable profits;
- 4.15 to incorporate subsidiary companies to carry on any trade;
- 4.16 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 Network;
- 4.17 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 company;
- 4.18 to invest the moneys of the Network not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may be imposed or required by law and subject also as hereinafter provided;
- 4.19 to set aside funds for special purposes or as reserves against future expenditure;
- 4.20 to delegate the management of investments to a financial expert or experts provided that:
- 4.20.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
- 4.20.2 every transaction is reported promptly to a sub-committee appointed by the Trustees;
- 4.20.3 the performance of the investments is reviewed regularly by the sub-committee;
- 4.20.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 4.20.5 the investment policy and the delegation arrangements are reviewed at least once a year;
- 4.20.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the sub-committee on receipt; and
- 4.20.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.21 to arrange for investments or other property of the Network to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 4.22 to make any charitable donation either in cash or assets for the furtherance of the objects of the Network;
- 4.23 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Network;
- 4.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Network's objects);

- 4.25 undertake and execute charitable trusts;
- 4.26 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 company as may be necessary for the work of the Network;
- 4.27 to provide 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 Network provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees in reckless disregard of whether it was a breach of trust or 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 Network;
- 4.28 to employ and pay (subject to clause 5), any person or persons not being Trustees to supervise, organise, carry on the work of and advise the Network;
- 4.29 to insure and arrange insurance cover for and to indemnify its officers, employees and voluntary workers and those of its member bodies from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- 4.30 to pay, subject to the provisions of clause 5, reasonable annual sums or premiums for or towards the provision of pensions for officers performing paid services or employees for the time being of the Network and their spouses and dependants;
- 4.31 to apply monies in insuring any buildings or other property to their full value;
- 4.32 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 Network and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their member bodies at least to the same extent as such payments or distributions are prohibited in the case of member bodies of the Network by this Schedule;
- 4.33 to pay out of the funds of the Network the costs, charges and expenses of and incidental to the formation and registration of the Network;
- 4.34 to do all such other lawful things as shall further the above objects or any of them.

## 5. **Limitation on private benefits**

- 5.1 The income and property of the Network shall be applied solely towards the promotion of its objects as set out in this Schedule.
- 5.2 No part of the income and property of the Network shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to member bodies of the Network and no Trustee shall be appointed to any office of the Network paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Network provided that nothing herein shall prevent any payment in good faith by the Network:
  - 5.2.1 of reasonable and proper remuneration to any member body, officer, employee or consultant of the Network not being a Trustee for any services rendered to the Network;
  - 5.2.2 of interest on money lent by any member body of the Network or any Trustee at a rate per year not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by the Trustees or 3 per cent whichever is the greater;
  - 5.2.3 of reasonable and proper rent for premises demised or let by any member body of the Network or any Trustee;

- 5.2.4 of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100<sup>th</sup> part of the capital of that company;
  - 5.2.5 to any Trustee of out-of-pocket expenses; and
  - 5.2.6 of any premium in respect of indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would attach in them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Network provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees in reckless disregard of whether it was a breach of trust or 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 Network; and
  - 5.2.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 99.
- 5.3 For any transaction authorised by clause 5.2, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Network shall be disapplied provided the relevant provisions of clause 5.2 have been complied with.

#### **Limited Liability**

- 6. The liability of member bodies is limited.
- 7. Every member body of the Network undertakes to contribute to the assets of the Network, in the event of the same being wound up while it is a member body, or within one year after it ceases to be a member body, for payment of the debts and liabilities of the Network contracted before it ceases to be a member body, 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.

#### **Winding Up**

- 8. If upon the winding-up or dissolution of the Network 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 member bodies of the Network, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Network, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Network under or by virtue of clause 5 hereof, such institution or institutions to be determined by the member bodies of the Network 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.

#### **Definitions**

- 9. Words and phrases used in this Schedule have the same meanings as are ascribed to them in the Articles of Association of the Network unless the context otherwise requires.