

Company No: 2805996

**Charity No: 1020313**

THE COMPANIES ACT 2006

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**ARTICLES OF ASSOCIATION  
OF  
CHILDREN IN WALES-PLANT YNG NGHYMRU**

**Incorporated on 1<sup>st</sup> April 1993**

**New Articles adopted on 9<sup>th</sup> October 2012**

COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

**CHILDREN IN WALES - PLANT YNG NGHYMRU**

**1. MODEL ARTICLES**

The Model Articles for Private Companies Limited by Guarantee set out at schedule 2 of the Companies (Model Articles) Regulations 2008 shall not apply to the Charity.

**2. OBJECTS**

The **Objects** of the Charity are to promote any charitable purposes for the benefit of children and young people in Wales, and in particular to promote the relief of poverty, sickness and distress, the safeguarding and maintaining of health, the provision of care and upbringing, the protection from abuse and all other injurious, humiliating and degrading treatment, the advancement of education and training and the promotion of racial harmony and equality of opportunity.

**3. POWERS**

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

- 3.1 To promote and organise co-operation in the achievement of the above objects and to that end bring together representatives of voluntary organisations and statutory authorities and individuals in Wales concerned with the furtherance of the above objects.
- 3.2 To promote the interests, and take action to identify and to meet the needs of children, young people and their families in Wales.

- 3.3 To improve the effectiveness of services to children, young people and their families in Wales and reflect the bilingual nature of Wales.
- 3.4 To create forums within Wales for discussion, consultation and co-operation amongst voluntary, statutory and other organisations engaged in children's health, welfare and education.
- 3.5 To promote and carry out, or assist in promoting and carrying out, research, surveys and investigations.
- 3.6 To arrange and provide for, or join in arranging and providing for, the holding of conferences, meetings and discussions, including training events.
- 3.7 To collect and disseminate information.
- 3.8 To procure to be written and to print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets or other documents.
- 3.9 To promote, advance or undertake organised research and experimental work in connection with the above objects and publish the useful results of such research.
- 3.10 To assist any such charitable body or bodies financially or otherwise.
- 3.11 To obtain, collect and receive money and funds by way of contributions, donations, affiliations, fees, subscriptions, legacies, grants and any other lawful method, and accept and receive gifts of property of any description (whether subject to any special trusts or not). Provided that the Charity shall not engage in trading activities of any nature for the purpose of carrying out any objects contained in this paragraph.
- 3.12 To act as a liaison body, or to co-operate with any international or other body, whether or not established in the United Kingdom, having charitable objects similar, in whole or in part, to those of the Charity and to make a full contribution to the work of any such body and to make available in Wales and elsewhere the results of the work of any such body.
- 3.13 To purchase, take on a lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which are necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity.
- 3.14 To provide, endow, furnish and fit out with all necessary furniture and other equipment and maintain and manage such buildings and other premises as may from time to time be required for the purposes of the Charity.
- 3.15 Subject to such consents as may be required by law, sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity.

- 3.16 To employ and retain on a full-time or part-time basis and on such terms as to pay and conditions of employment as the Charity shall agree or on a voluntary basis any persons whose particular skills, qualifications or knowledge may be of assistance in the attainment of the objects of the Charity provided that no person so employed shall be a Trustee of the Charity.
- 3.17 To undertake and execute any charitable trusts which may be incidental to or likely to contribute to the attainment of the objects of the Charity.
- 3.18 To enter into any contract of insurance howsoever in respect of any matter in which the Charity has an insurable interest to the full value or replacement costs new of such interest and in particular but without derogating from the generality of the foregoing to insure any real or personal property in which the Charity shall have any interest and to insure employees, officers, Trustees and voluntary workers of the Charity against all risks incurred in the performance of their duties and to insure the Charity in connection with any acts done or omitted to be done by persons on behalf of the Charity including indemnity insurance in respect of any fraudulent, negligent or other tortuous or unlawful act or omission by any such person.
- 3.19 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees of the Company and their widows, widowers and other dependants.
- 3.20 To draw, make, accept, endorse, discount, execute and issue bills of exchange, cheques, promissory notes and other negotiable instruments.
- 3.21 Subject to such consents as may be required by law, lend, borrow or raise money, or make grants of money, for the purposes of the Charity on such terms and on such security as may be thought fit.
- 3.22 To invest the moneys of the Charity not immediately required for its purposes 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 for the time being be imposed or required by law and subject also as hereinafter provided.
- 3.23 To place any moneys of the Charity not immediately required for its purposes on deposit with the bankers of the Charity.
- 3.24 Subject to any such consents as may be required by law, to enter into any kind of guarantee, indemnity or suretyship for the payment of any money by, or the performance of any obligation of, any person PROVIDED ALWAYS that such guarantee, indemnity or suretyship may only be given for the purpose of or in connection with carrying out the objects for which the Charity is established.
- 3.25 To provide indemnity insurance to cover the liability of the Trustees which by virtue or any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any

such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Charity.

3.26 Do all such other lawful things as are necessary to the attainment of the above objects or any of them.

#### **4. BENEFITS TO MEMBERS AND TRUSTEES**

- 4.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **Members** of the Charity but:
- 4.1.1 Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
  - 4.1.2 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
  - 4.1.3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
  - 4.1.4 Members whether or not Trustees may receive charitable benefits in the capacity of beneficiaries
- 4.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
- 4.2.1 as mentioned in article 3.25 (indemnity insurance), 4.1.2 (interest), 4.1.3 (rent), 4.1.4 (charitable benefits) or 4.3 (contractual payments);
  - 4.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
  - 4.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 4.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding;
  - 4.2.5 in exceptional cases, other payments or benefits (but only with the **written** approval of the **Commission** in advance).
- 4.3 A Trustee may not be an employee of the Charity but a Trustee or a **connected person** may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- 4.3.1 the goods or services are actually required by the Charity;
  - 4.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 4.4; and
  - 4.3.3 no more than a minority of the Trustees are subject to such a contract in any **financial year**.

- 4.4 Subject to article 4.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 4.4.1 declare the nature and extent of their interest at or before discussions begin on the matter;
  - 4.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 4.4.3 not be counted in the quorum for that part of the meeting;
  - 4.4.4 withdraw during the vote and have no vote on the matter.
- 4.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 4.5.1 continue to participate in discussions leading to the making of a decision and/or to vote; or
  - 4.5.2 disclose to a third party information confidential to the Charity; or
  - 4.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
  - 4.5.4 refrain from taking any step required to remove the conflict
- 4.6 This article 4 may not be amended without the prior written consent of the Commission.

## **5 LIMITED LIABILITY**

The liability of Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up.

## **6 GUARANTEE**

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

## **7 DISSOLUTION**

- 7.1 If upon the winding up or dissolution of the Charity there remains, after satisfaction of all its debts and liabilities, and property whatsoever, the same shall not be paid to or distributed among its members but shall be given or transferred to some other charitable institution or institutions to be determined by the members of the Charity 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.

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

## 8 MEMBERSHIP

- 8.1 The Charity must maintain a register of **members**
- 8.2 **Membership** of the Charity is open to any individual or organisation interested in promoting the **Objects** who
- 8.2.1 applies to the Charity in the form required by the **Trustees**;
  - 8.2.2 is approved by the Trustees  
and
  - 8.2.3 signs the register of members or consents **in writing to** become a member either personally or (in the case of a member organisation) through an **authorised representative**
- 8.3 The Trustees may establish different classes of membership (including **associate membership**) and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 8.4 Membership is terminated if the member concerned
- 8.4.1 gives **written** notice of resignation to the Charity
  - 8.4.2 dies or (in the case of an organisation) ceases to exist
  - 8.4.3 is nine **months** in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due);  
or
  - 8.4.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice.
- 8.5 Membership of the Charity is not transferable

## 9 GENERAL MEETINGS

- 9.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by Proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours or such shorter period as the Trustees may agree before the meeting. Members may also participate in general meetings by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 9.2 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.

- 9.3 There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least fifteen.
- 9.4 The **Chair** or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 9.5 Except where otherwise provided by the Articles or the **Companies Act**, every issue is decided by a majority of the votes cast
- 9.6 Except for the chair of the meeting, who has a casting vote, every member present in person or through an authorised representative or by proxy has one vote on each issue but no member shall be entitled to vote if they have not paid their membership fee or owe any money to the Company
- 9.7 A written resolution passed in accordance with the Companies Act 2006 is as valid as a resolution actually passed at a general meeting.
- 9.8 The Charity must hold an **AGM** every year.
- 9.9 At an AGM the members:
- 9.9.1 receive the accounts of the Charity for the previous **financial year**
  - 9.9.2 receive the Trustees' report on the Charity's activities since the previous AGM
  - 9.9.3 accept the retirement of those Trustees whose terms of office have come to an end
  - 9.9.4 elect Trustees to fill the vacancies arising amongst the Elected Trustees
  - 9.9.5 appoint auditors for the Charity
  - 9.9.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity  
and
  - 9.9.7 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees
- 9.10 A general meeting (other than an AGM) may be called at any time by the Trustees and must be called within 21 days if required to do so pursuant to section 303 of the Companies Act 2006.

## **10 THE TRUSTEES**

- 10.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 10.2 The Trustees when complete consist of at least three and not more than twelve individuals, all of whom must be members or authorised representatives and shall reflect the diversity of the Charity and the disciplines and sectors of the Charity membership.

- 10.3 Up to nine Trustees shall be elected by the members (the 'Elected Trustees') and up to three Trustees may be appointed by the Trustees.
- 10.4 Trustees shall serve for a term of office of three years and shall stand down at the AGM next after the end of such period
- 10.5 The Trustees remaining in office at the adoption of these articles will continue to serve for such period as remains of their first or second term of three years of office and the provisions of Article 10.7 shall then apply to their eligibility for reappointment or re-election.
- 10.6 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees
- 10.7 A retiring Trustee who remains qualified may be re-elected or reappointed so as to serve for a maximum of two consecutive terms of office and must then stand down for at least two years before being eligible to be further elected, appointed or co-opted
- 10.8 Notwithstanding the provisions of article 10.7:
- 10.8.1 In the event that a serving Trustee is appointed to Chair pursuant to article 12.2 the period of service for the purposes of article 10.7 of such Trustee shall be treated as commencing upon the date of their appointment as Chair and not any earlier date. However and provided that on ceasing to hold the office of Chair, should such Trustee then have served more than six consecutive years as a Trustee, they shall immediately cease to be a Trustee; and
- 10.8.2 If the Trustees resolve that there are exceptional circumstances which make it desirable that a Trustee who has served more than six consecutive years (as an elected or appointed Trustee) be re-appointed, then they may appoint such person to serve as an appointed Trustee (notwithstanding the fact that such appointment may be additional to the number specified for appointed Trustees in article 10.3) for a further period not exceeding three years.
- 10.9 A Trustee's term of office automatically terminates if he or she:
- 10.9.1 is disqualified under the Charities Act from acting as a charity trustee
- 10.9.2 is incapable, whether mentally or physically, of managing his or her own affairs
- 10.9.3 is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign
- 10.9.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
- 10.9.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
- 10.9.6 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the

Trustee concerned and considered the matter in the light of any such views

10.10 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM

10.11 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

## **11 PROCEEDINGS OF TRUSTEES**

11.1 The Trustees must hold at least three meetings each year

11.2 A quorum at a meeting of the Trustees is three Trustees or one third of the total number of Trustees if higher

11.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

11.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

11.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by a majority of the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature

11.6 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue

11.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

11.8 If the number of Trustees falls below three the Trustees shall be entitled:

11.8.1 to co-opt additional Trustees under article 10.10; and/or

11.8.2 to call a general meeting of Members; and

11.8.3 to act to preserve and protect the assets of the Charity.

## **12 POWERS OF TRUSTEES**

In addition to any other powers specified in these articles, the Trustees have the following powers in the administration of the Charity:

12.1 to appoint (and remove) any member (who may be a Trustee or employee) to act as Secretary in accordance with the Companies Act

- 12.2 to appoint (and remove) a Chair, Treasurer and other honorary officers from among their number and to determine their respective roles and delegated responsibilities
- 12.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them or to any chief executive employee of the Charity. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees
- 12.4 to make standing orders consistent with these Articles and the Companies Act 2006 to govern proceedings at general meetings including the circumstances in which such meetings may be adjourned and reconvened or a poll demanded and to prescribe a form of proxy
- 12.5 to make rules consistent with these Articles and the Companies Act to govern their proceedings and proceedings of committees
- 12.6 to make regulations consistent with these Articles and the Companies Act 2006 to govern the administration of the Charity and the use of its seal (if any)
- 12.7 to establish procedures to assist the resolution of disputes or differences within the Charity
- 12.8 to make rules and establish procedures for the retirement of Trustees and the nomination and election or appointment of Trustees
- 12.9 to exercise any powers of the Charity which are not reserved to a general meeting

### **13 POLICY COUNCIL**

The Trustees may set up a Policy Council of the Charity whose function shall be to assist and advise the Trustees regarding the development of future policy of the Charity and especially in relation to promoting the United Nations Convention on the Rights of the Child. The Trustees may from time to time determine and amend the representation upon and rules and powers governing the Policy Council and ultimately disband the same. A member of the Policy Council shall not be responsible for the affairs of the Charity. The powers of the Policy Council and its members are powers of recommendation only and the Trustees shall not be regarded as being accustomed to act in accordance with such recommendations, directions or instructions.

### **14 RECORDS & ACCOUNTS**

- 14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial and other records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:
  - 14.1.1 annual returns;
  - 14.1.2 annual reports;
  - 14.1.3 annual statements of account.

- 14.2 The Trustees must keep proper records of:
  - 14.2.1 all proceedings at general meetings;
  - 14.2.2 all proceedings at meetings of the Trustees;
  - 14.2.3 all reports of committees; and
  - 14.2.4 all professional advice obtained.
- 14.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 14.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months to any other person who makes a written request and pays the Charity's reasonable costs.

## **15 MEANS OF COMMUNICATION TO BE USED**

- 15.1 Subject to these articles, anything sent or supplied by or to the Charity under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these articles.
- 15.2 A communication sent or supplied by the Charity shall be deemed to have been received by the intended recipient:
  - 15.2.1 if it is sent by post, 24 hours after it was posted;
  - 15.2.2 if it is hand delivered, at the time of such delivery;
  - 15.2.3 if it is sent by electronic means, immediately upon its being sent; and
  - 15.2.4 if it is made available on a website, when the notification of the presence of the communication on the website was received by the intended recipient or, if later, on the date on which the communication appeared on the website.
- 15.3 In the case of a communication sent or supplied by the Charity, the Charity may make the documents or information available on a website in accordance with the Companies Act 2006.
- 15.4 Subject to these articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 15.5 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## 16 INDEMNITY

The Charity shall indemnify every Trustee (as a director) of the Charity against any liability incurred by him or her in that capacity to the extent permitted by the Companies Act 2006.

## 17 INTERPRETATION

17.1 In these articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘area of benefit’ means Wales

‘these articles’ means the Charity’s articles of association;

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

‘Chair’ means the chairman of the Trustees from time to time;

‘the Charity’ means the company governed by these articles;

‘the Charities Act’ means the Charities Act 1993;

‘charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act;

‘the Commission’ means the Charity Commissioners for England and Wales;

‘the Companies Acts’ means the Companies Acts (as defined in the Companies Act 2006) insofar as they apply to the Charity;

‘Conflicted Trustee’ means a Trustee of whom a conflict of interest arises or may reasonably arise because such a person or a connected person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘connected person’ means in relation to a Trustee, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that Trustee, any **firm** of which that Trustee is a director, employee or shareholder having a beneficial interest in more than 1% of the share capital;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘document’ includes, unless otherwise specified, any document sent or supplied in electronic form;

‘electronic form’ has the meaning given in section 1168 of the Companies Act 2006;

‘financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or alleged to be a 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;

'informal membership' refers to a supporter who may be called a "member" but is not a company member of the Charity;

'material benefit' means a benefit which may not be financial but has a monetary value;

'Member' and 'membership' refer to company membership of the Charity;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England or Wales;

'Objects' means the Objects of the Charity as defined in article 2 of these articles;

'Secretary' means the person (if any) appointed by the Trustees as secretary of the Charity or such other person as performs the functions of secretary of the Charity;

'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

'Trustee' means a director of the Charity and 'Trustees' means the directors;

'written' or 'in writing' refers to a legible document on paper including a fax message;

'year' means a calendar year.

17.2 Expressions defined in the Companies Acts have the same meaning, unless these articles specify otherwise.

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