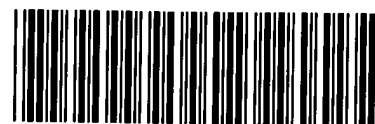


The Companies Acts 1985 to 2006

Company Limited by Guarantee and
Not Having a Share Capital

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COMPANIES HOUSE

Articles of Association

of

The Football Foundation

Interpretation

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

<u>Term</u>	<u>Meaning</u>
1.1 "Act"	The Companies Act 2006 including any statutory modification or re-enactment for the time being in force
1.2 "Articles"	The Articles of Association of the Charity
1.3 "The Board"	The Trustees
1.4 "clear days"	In relation to the period of a notice, that 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 "Chair"	The Trustee appointed as chair of the Board in accordance with Article 50
1.6 "the Charity"	The Football Foundation
1.7 "Code"	The Code for Sports Governance issued by Sport England
1.8 "Co-opted Trustees"	A Trustee co-opted in accordance with Article 33.5
1.9 "the Department for Digital, Culture, Media and Sport"	The Department for Digital, Culture, Media and Sport or such other government department as succeeds to and carries on its work

- | | | |
|------|--|---|
| 1.10 | “Ex-Officio Trustee” | A Trustee appointed in accordance with Article 33.6 |
| 1.11 | “the Premier League” | The Football Association Premier League Limited (CRN02719699) |
| 1.12 | “the Football Association” | The Football Association Limited (CRN 00077797) |
| 1.13 | “FSIF” | The Football Stadia Improvement Fund Limited (CRN 04007132) |
| 1.14 | “Independent Trustee” | The Trustee appointed in accordance with Article 33.4.1 |
| 1.15 | “in writing” | In writing includes hard copy or by email |
| 1.16 | “Memorandum” | The Schedule to these Articles which incorporates the provisions formerly in the Memorandum of Association of the Charity |
| 1.17 | “Secretary” | The Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a joint assistant or deputy Secretary |
| 1.18 | “Senior Independent Non-Executive Trustee” | The Trustee appointed in accordance with Article 33.4.2 |
| 1.19 | “Sport England” | The English Sports Council |
| 1.20 | “Trustee” | The director and directors as defined in the Act |

Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Charity.

MEMBERSHIP

2. The Football Association and the Premier League shall be the members of the Charity.
3. Membership shall not be transferable.

GENERAL MEETINGS

4. Any two Trustees may call a general meeting at any time.

Length of Notice

5. Unless Article 6 applies, a general meeting shall be called by at least 14 clear days’ written notice.
6. A general meeting may be called by shorter notice if it is so agreed by both the members.

Contents of Notice

7. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

Service of Notice

8. Notice of general meetings shall be given to each member, to every Trustee and to the auditors of the Charity.

PROCEEDINGS AT GENERAL MEETINGS

9. No business shall be transacted at any meeting unless a quorum is present. The two members shall be the quorum.
10. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
11. The Chair, if any, of the Board or in his or her absence some other Trustee nominated by the Trustee(s) shall preside as chair of the meeting.
12. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
13. A resolution put to the vote of a meeting shall be decided on a show of hands.
14. A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
15. In the case of an equality of votes, the chair shall not be entitled to a casting vote.
16. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.
17. The members may pass a written resolution in accordance with the provisions of the Act.

Votes of members

18. Every member present in person shall have one vote.
19. No member may vote on any matter in which he or she is personally interested, financially or otherwise, or debate on such a matter without in either case the permission of the majority of the members present at the meeting, such permission to be given or withheld without discussion.
20. 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 binding.

TRUSTEES

Number of Trustees

21. The number of Trustees shall be subject to a maximum of ten and the minimum shall be four.

Powers of Trustees

22. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Trustees.
23. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

Delegation of powers

24. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee in accordance with the following conditions:
 - 24.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number); and
 - 24.2 the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of its number (if any) as the resolution may specify; and
 - 24.3 the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary; and
 - 24.4 all delegations under this Article shall be revocable at any time; and

- 24.5 the Board may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.
25. For the avoidance of doubt, the Board may (in accordance with Article 24) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no committee shall incur expenditure on behalf of the Charity except in accordance with a budget which has been approved by the Board.
26. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board.

Investment Management

27. The Board may appoint as the investment manager for the Charity a person whom it is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
- 27.1 an individual of repute with at least fifteen years' experience of investment or financial management who is an authorised person within the meaning of the Financial Services Act 1986 ("the FSA"); or
- 27.2 a company or firm of repute which is an authorised or exempted person within the meaning of the FSA otherwise than by virtue of Section (45)(1)(j) of the FSA.
28. The Board may, subject to these Articles, delegate to an investment manager so appointed power at his or her discretion to buy and sell investments for the Charity on behalf of the Board in accordance with the investment policy laid down by it.
29. Where the Board makes any delegation in accordance with these Articles they shall:
- 29.1 inform the investment manager in writing of the extent of the Charity's investment power;
- 29.2 lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it;
- 29.3 ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
- 29.4 ensure that it is kept informed and review on a regular basis the performance of their investment portfolio managed by the investment manager and on the exercise by him or her of his or her delegated authority;
- 29.5 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- 29.6 review the appointment at such intervals not exceeding 24 months as they shall think fit.

30. Where the Board makes any delegation in accordance with these Articles it shall do so on the terms that:
- 30.1 the investment manager shall comply with the terms of his or her delegated authority;
 - 30.2 the investment manager shall not do anything which the Board do not have the power to do;
 - 30.3 the Board may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with these Articles; and
 - 30.4 the Board shall give directions to the investment manager as to the manner in which he or she is to report to it all sales and purchases of investments made on its behalf.
31. The Board may:
- 31.1 make such arrangements as it thinks fit for any investments of the Charity or income from those investments to be held by a corporate body as the nominee of the Charity; and
 - 31.2 pay reasonable and proper remuneration to any corporate body acting as the nominee of the Charity in pursuance of this Article.

Appointment and retirement of Trustees

32. The Trustees shall be such persons as are appointed to be Trustees in accordance with the following Articles.
- 33.1 The Football Association shall have power to appoint one Trustee.
 - 33.2 The Department for Digital, Culture, Media and Sport shall have power to appoint one Trustee.
 - 33.3 Sport England shall have power to appoint one Trustee.
 - 33.4 The Trustees shall have power to appoint as Trustees:
 - 33.4.1 An Independent Trustee; and
 - 33.4.2 A Senior Independent Non-Executive Trustee who shall have the role of “Senior Independent Director” as set out in the Code,

provided that the Independent Trustee and Senior Independent Non-Executive Trustee are not connected to the Football Association, Premier League, Sport England or the Department for Digital, Culture, Media and Sport (for the purposes of this clause “connected” means a director, employee or someone such as a consultant who is remunerated by the relevant organisation).
 - 33.5 The Trustees may co-opt up to two additional Co-opted Trustees if they deem it necessary to provide particular skills or experience, provided that such Co-opted Trustee shall have such voting rights as the Trustees resolve at the time of the appointment (including for the avoidance of doubt being designated as non-voting).

- 33.6 Subject to Article 33.6.4 the following individuals shall be Ex-Officio Trustees:
- 33.6.1 The Chairman of the Premier League or at the discretion of the Premier League the Chief Executive Officer of the Premier League;
- 33.6.2 The Chief Executive of the Football Association; and
- 33.6.3 The Chair of FSIF.
- 33.6.4 If at any time the Premier League or Football Association wish to nominate another office holder from their organisation to fill the office of Ex-Officio Trustee set out in Article 33.6.1 and Article 33.6.2 (as appropriate), they must provide written notice to the Charity setting out the details of the person nominated, the rationale for the nomination, confirming the individuals consent to act as a Trustee and the proposed term in office. If the Trustees approve the appointment, such appointment shall take effect on the date agreed or specified in the notice.
- 33.6.5 An Ex-Officio Trustee who is appointed in accordance with Article 33.6.4 will serve until the expiry of the term specified in the notice to the Charity, unless he or she is reappointed in accordance with Article 33.6.4.
34. The Trustees shall ensure that a minimum of 25% of the Trustees are not connected to the Football Association, Premier League, Sport England or the Department for Digital, Culture, Media and Sport (for the purposes of this clause “connected” means a director, employee or someone such as a consultant who is remunerated by the relevant organisation).
35. Any nomination made pursuant to Article 33.1 33.2 and 33.3 shall be made by notice in writing signed on behalf of the relevant appointing body and the Trustees being appointed (indicating his or her consent to the appointment) and delivered to the Charity. Such appointment shall take effect on the later of the date specified therein and the date on which it is given to the Charity pursuant to Article 61.
36. Any appointing body shall have the power to remove any Trustees appointed by it by notice in writing delivered to the Charity and to the Trustee being removed. Such removal shall take effect on the later of the date specified in such notice, the date on which the notice is given to the Charity and the date on which the notice is given to the Trustee being removed, pursuant to Article 61.
37. The appointment of the Independent Trustee and Senior Independent Non-Executive Trustee shall be made following an open, publically advertised recruitment process.
38. Notwithstanding any provision in the Act or in the Articles no alteration shall be made to Articles 32 to 38 without the prior written consent of Sport England and the Department for Digital, Culture, Media and Sport.
39. No person may be appointed as a Trustee:
- 39.1 unless he or she has attained the age of 16 years; or
- 39.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 43.

Terms in Office

40. Subject to Article 41 and 42, each Trustee that is not an Ex-Officio Trustee shall serve for a term of three years and may be reappointed; provided that no such Trustee may serve for more than nine years unless in the opinion of the Trustees exceptional circumstances apply. If such exceptional circumstances apply then the Trustee in question may serve for one additional year.
41. A Trustee (that is not an Ex-Officio Trustee) that has served for the maximum term set out in Article 40 may be reappointed and start a new term in office after a period of four years has elapsed.
42. A Co-opted Trustee may be appointed for a term of less than three years provided they do not exceed the maximum term in office set out in Article 40.

Disqualification and removal of Trustees

43. The office of a Trustee shall be vacated if:-
 - 43.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a member of the board; or
 - 43.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - 43.3 he or she is, or may be, suffering from mental disorder and either:-
 - 43.3.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - 43.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
 - 43.4 he or she resigns his or her office by notice to the Charity and if relevant to the body which appointed him or her as a Trustee pursuant to Article 33.1, 33.2 or 33.3 (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
 - 43.5 he or she is an Ex-Officio Trustee and ceases to hold the relevant office referred to in Article 33.6 or agreed in accordance with Article 33.6.4;
 - 43.6 he or she is an Ex-Officio Trustee appointed in accordance with Article 33.6.4 and comes to the end of his or her term and is not reappointed in accordance with Article 33.6.5;
 - 43.7 he or she is an Ex-Officio Trustee and the Premier League or Football Association (as appropriate) change the office holder in accordance with Article 33.6.1 or 33.6.4;

- 43.8 in the case of a Trustee that is not an Ex-Officio Trustee at a meeting of the Board at which at least half of the Trustees are present, a resolution is passed resolving that the Trustees be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees; or
- 43.9 in the case of a Trustee that is not an Ex-Officio Trustee if his or her term expires and he or she is not reappointed.

Expenses of Trustees

44. The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of the Charity or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF BOARD

45. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
46. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustee at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars.
47. Questions arising at a meeting shall be decided by a majority of votes. Each Trustee present in person shall have one vote. In the case of an equality of votes, the chair shall have a second or casting vote.
48. The quorum for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be three.
49. The Trustees may act notwithstanding a vacancy in their number provided that if the number of Trustees is less than the number fixed as a quorum, the Trustees may only act for the purpose of increasing the number of Trustees to the number required for a quorum or for the purpose of summoning a general meeting of the Charity.
50. Trustees may appoint one of their number to be the Chair of the Board and may at any time remove him or her from that office.
51. Unless he or she is unwilling to do so, the Chair shall preside at every meeting of Trustees at which he or she is present. If there is no Trustee holding that office or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair of the meeting.
52. All acts done by a meeting of Board, or of a committee of Board, or by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

53. A resolution in writing signed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that:

53.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

53.2 a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.

The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

54. A meeting of the Board may be held either in person, by telephone or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants.

GENERAL

Secretary

55. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

Minutes

56. The Board shall cause minutes to be made in books kept for the purpose:-

56.1 of all appointments of officers made by the Board; and

56.2 of all proceedings at meetings of the Charity and the Board, and of committees of Board, including the names of the Trustees present at each such meeting;

56.3 and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Trustee of the Charity, be sufficient evidence of the proceedings.

Records and Accounts

57. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

57.1 annual reports;

57.2 annual returns;

57.3 annual statements of account.

Notices

58. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
59. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
59. Notices may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the notice may be sent in that form and has not revoked that agreement.
60. A member present at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
61. 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, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. A notice given by facsimile or email shall be deemed to have been received at the time of despatch in the case of facsimile (provided the sender has a transmission report confirming the notice was sent to the correct number and all pages were transmitted) and if sent by electronic mail on the day on which such notice is first stored in the receiver's electronic mail-bin.

Indemnity

62. Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the board may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

Trustees' Indemnity Insurance

63. The Trustees shall have power to resolve pursuant to clause 5(iii) of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding up

64. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

Incorporation of Schedule 1

65. The Schedule to these Articles, incorporating provisions formerly in the Memorandum of Association of the Charity, forms part of these Articles.

SCHEDULE 1
PROVISIONS FORMALLY CONTAINED IN
THE MEMORANDUM OF ASSOCIATION
OF
THE FOOTBALL FOUNDATION

1. The Company's name is The Football Foundation¹ (and in this document is called the "Charity")
2. The Charity's registered office is to be situated in England and Wales
3. The Charity's objects are to promote all purposes recognised as charitable under the law of England and Wales from time to time in particular through an association with sport¹
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (i) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheque and other instruments, and to operate bank accounts in the name of the Charity;
 - (ii) to raise funds, to invite and receive contributions, to apply for and receive grants, to accept donations, to receive royalties and to borrow money: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (iii) to acquire (by purchase, taking on lease, exchange or otherwise howsoever), alter, improve, maintain, equip for use and (subject to such consents and compliance with such restrictions as may be required or imposed by law) to charge or otherwise dispose (by sale, lease or otherwise howsoever) of property;
 - (iv) subject to clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to as the "the Trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - (v) to apply for, purchase and by other means acquire, protect, prolong, develop and renew any trade mark, service mark, copyright, registered design, protection and right of the same or similar effect or nature, and to use, turn to account and grant licences and privileges in respect of those things, and to spend money in experimenting with testing, researching, improving and seeking to improve any of those things: provided

¹ The objects of the Charity were added with effect from 14th February 2001 by Special Resolution dated 7th February 2001. Clause 3 has since been amended with Charity Commission consent by Special Resolutions dated 22 August 2002 and 16 June 2004.

that in doing so the Charity shall not undertake any substantial permanent trading activities;

- (vi) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - (vii) invest and deal with the Charity's money not immediately required for its objects in or upon any investments, securities or property;
 - (viii) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - (ix) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
 - (x) to do all such other lawful things in any part of the world as are necessary for the achievement of the Objects.
5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustees shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: provided that nothing in this document shall prevent any payment in good faith by the Charity:
- (i) of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf;
 - (ii) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
 - (iii) to provide indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of 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 Charity: provided that such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
 - (iv) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;
 - (v) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

- (vi) of reasonable and proper rent for premises demised or let by any member of the Charity or Trustee;
 - (vii) to any Trustee of reasonable out-of-pocket expenses;
 - (viii) of reasonable remuneration to any Trustee for services undertaken in the administration of the Charity: provided that a Trustee withdraw from any meeting whilst his or her remuneration is being discussed.
6. The liability of the members is limited.
 7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while it is a member or within one year after it ceases to be a member, for payment of Charity's debts and liabilities contracted before it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
 8. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.