

Company Limited by Guarantee and not having a Share Capital

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**Memorandum  
and  
Articles of Association  
of  
The National Deaf Children's Society**

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Company Registration Number: 2752456

Charity Registration Number: 1016532

*As adopted by Special Resolution dated 24 November 2008*

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The Companies Acts

Company Limited by Guarantee and not having a Share Capital

**Memorandum of Association**

**of**

**The National Deaf Children's Society**

*As adopted by Special Resolution dated 24 November 2008*

**Name**

1. The company's name is The National Deaf Children's Society (in this Memorandum and the company's Articles of Association "the Charity").

**Registered office**

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

**Objects**

3. The Charity's objects are to further the education of and to relieve the needs of deaf children.

**Powers**

4. To further its objects the Charity may:
  - 4.1 promote and encourage the education and training of teachers, students and other persons for the furtherance of the education and welfare of deaf children;
  - 4.2 promote, encourage or otherwise undertake organised research into issues connected with deafness in childhood;
  - 4.3 investigate issues connected with deafness in childhood and to do all things possible to help such children and their parents in any difficulties occasioned by or connected with such deafness;
  - 4.4 give financial and/or material assistance where appropriate by way of grants to families of deaf children;
  - 4.5 purchase on behalf of deaf children hearing aids and other apparatus designed to alleviate need relating to deafness and to supply direct to families and organisations upon application such hearing aids and other apparatus;
  - 4.6 establish and support (financially or otherwise) other organisations carrying out objects similar to those of the Charity; subscribe, lend or guarantee money or

property for charitable purposes; co-operate and exchange information and advice with any individuals, organisations and public or other bodies;

- 4.7 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 Charity's objects);
- 4.8 arrange, or support public meetings, lectures, conferences, seminars, courses of instruction and other educational activities, including for the consideration and discussion of issues arising out of deafness of children;
- 4.9 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds in such manner and on such security as the Charity may think fit (subject to any consent required by law);
- 4.10 raise funds and to invite and receive contributions by way of subscription, covenant, donation, affiliation fees, legacies, grants or otherwise without prejudice to the ability of the Charity to disclaim any gift, legacy or bequest; provided that the Charity shall not (subject to Clause 4.26) undertake any permanent trading activities;
- 4.11 lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;
- 4.12 use any negotiable, transferable, or mercantile financial instruments;
- 4.13 subscribe for or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- 4.14 invest the moneys of the Charity not immediately required for the furtherance of 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 for the time being be imposed or required by law;
- 4.15 purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Charity may think necessary for the promotion of its objects;
- 4.16 sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity with a view to the furtherance of its objects (subject to such consents as are required by law);
- 4.17 (subject to Clause 5) to employ engage and pay employees, consultants and professional or other advisers;
- 4.18 make all reasonable and necessary provision for the payment of pensions and retirement benefits to or on behalf of employees and their spouses and dependants.

- 4.19 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 4.20 provide or procure the provision of advice, counselling and guidance;
- 4.21 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 development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh Charity may properly undertake;
- 4.22 enter into contracts to provide services to or on behalf of other bodies;
- 4.23 set aside funds for special purposes or as reserves against future expenditure;
- 4.24 delegate the management of investments to a financial expert or experts provided that:
  - 4.24.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
  - 4.24.2 the performance of the investments is reviewed regularly by the Trustees;
  - 4.24.3 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.24.4 the investment policy and the delegation arrangements are reviewed regularly by the Trustees;
  - 4.24.5 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.25 arrange for investments or other property of the Charity 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;
- 4.26 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.27 incorporate subsidiary companies to carry on any trade;
- 4.28 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 4.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;

- 4.30 provide indemnity insurance to cover the liability of the Trustees 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, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
- 4.30.1 any act or omission which he/she knew to be a breach of trust or breach of duty or which was committed by him/her in reckless disregard to whether it was a breach of trust or breach of duty or not;
  - 4.30.2 any liability incurred by him/her in defending any criminal proceedings in which he/she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him/her; or
  - 4.30.3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his/her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 4.31 do all such other lawful things as may further the Charity's objects.

### **Limitation on private benefits**

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.
- 5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:
- 5.2.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;
  - 5.2.2 any payments made to any Trustee or officer under the indemnity provisions set out in the Articles;
  - 5.2.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:
    - (a) if such person is a Connected Person the Conflict of Interest procedure set out in the Articles must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
    - (b) this provision together with clause 5.2.9 of this Memorandum may not apply to more than one third of the Trustees in any financial year (and

for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

- 5.2.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;
  - 5.2.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;
  - 5.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;
  - 5.2.7 reasonable and proper out-of-pocket expenses of Trustees;
  - 5.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.30 of this Memorandum;
  - 5.2.9 reasonable and proper remuneration in accordance with section 73A of the Charities Act 1993 (as amended by the Charities Act 2006) to any Trustee for any services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
    - (a) the Conflict of Interest procedure set out in the Articles must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
    - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than one third of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 5.3 The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in clauses 5.2.3 and 5.2.9 shall be treated as references to the Subsidiary Company.

### **Limited liability**

- 6. The liability of the members is limited.
- 7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his/her membership or within one year afterwards:

- 7.1 for payment of the debts and liabilities of the Charity contracted before he/she ceased to be a member;
- 7.2 for the costs, charges and expenses of winding up;
- 7.3 for the adjustment of the rights of the contributories among themselves.

### **Winding up**

8. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit may be chosen by resolution of the members at or before the time of winding up or dissolution, and subject to any such resolution of the members may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

### **Definitions**

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

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

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**Names and Addresses of Subscribers**

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1. *Signature*

David John Rogers

14 Parkside, Beck Row  
Mildenhall,  
Bury St. Edmunds,  
Suffolk IP28 8BJ

2. *Signature*

Hugh Gareth Jones

6 Jungwood Close,  
Woodham,  
Weybridge,  
Surrey KT15 3PX

Dated: 21<sup>st</sup> September 1992

Witness to above signatures:

*Signature*

Colin Scott Hancock

12 New Road,  
Walters Ash,  
High Wycombe,  
Buckinghamshire HP14 4UZ

The Companies Acts  
Company Limited by Guarantee and not having a Share Capital

**Articles of Association**

**of**

**The National Deaf Children's Society**

As adopted by Special Resolution dated 24 November 2008

Interpretation

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

<i>Term</i>	<i>Meaning</i>
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 Charity"
1.3 "Charity"	The National Deaf Children's Society
1.4 "circulation date"	in relation to a written resolution, has the meaning given to it in the Companies Acts
1.5 "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
1.6 "Companies Acts"	has the meaning given to it in section 2 of the Companies Act 2006
1.7 "Co-opted Trustee"	A Trustee who is not the parent or carer of a deaf child, and who has been co-opted by the Trustee Board

- 1.8 “*Connected Person*” (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital
- 1.9 “*Elected Trustee*” A Trustee who is the parent or carer of a deaf child or young person up to age 25 and who is a member of NDCS, and who has been elected by the voting members (or who has been appointed by the Trustee Board to fill a vacancy).
- 1.10 “*electronic form*” and “*electronic means*” have the meanings respectively given to them in the Companies Act 2006
- 1.11 “*financial expert*” an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
- 1.12 “*hard copy*” and “*hard copy form*” have the meanings respectively given to them in the Companies Act 2006
- 1.13 “*Memorandum*” the Memorandum of Association of the Charity
- 1.14 “*Secretary*” the secretary of the Charity (if any)
- 1.15 “*Subsidiary Company*” any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company
- 1.16 “*Trustee*” and “*Trustees*” director/directors as defined in the Companies Acts and charity trustee/trustees as defined in the Charities Acts
2. In these Articles and the Memorandum:
- 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity.
- 2.2 Subject to Article 2.1, any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

## Members

3. Such persons as are admitted to membership by the Trustees in accordance with the Articles shall be members of the Charity. The names of the members of the Charity shall be entered in the register of members.
4. Every person who wishes to become a member shall apply to the Charity in such form as the Trustees require. The Trustees shall have power to admit persons to membership and may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
5. The Trustees shall have power to prescribe criteria for membership (but shall not, by doing so, be obliged to accept any person as a member) by a resolution passed by at least a 75% majority of all the Trustees.
6. If a person becomes a member as a representative of an unincorporated organisation, the name of the member, the name of the unincorporated organisation and the fact that the member is its representative shall be entered in the register of members. Subject to the Trustees' right to decline to accept any person as a member, the unincorporated organisation shall be entitled to replace the member who is its representative with another person by giving notice to the Charity and without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.
7. Every corporate member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he/she is the representative of such member shall be noted in the register of members. A corporate member shall be able to replace its representative with another individual by giving notice to the Charity.
8. Subject to Article 6 and 7, membership shall not be transferable and shall cease on death.
9. A member shall automatically cease to be a member:
  - 9.1 on the expiry of at least seven clear days' notice given by him/her to the Charity of his/her intention to withdraw;
  - 9.2 if any subscription or other sum payable by the member to the Charity is not paid on the due date and remains unpaid seven days after notice served on the member by the Charity informing him/her that he/she will be removed from membership if it is not paid (the Trustees may re-admit to membership any person removed from membership on this ground on his/her paying such reasonable sum as the Trustees may determine);
  - 9.3 if he/she has or receives a caution, or conviction in a court of law, of a serious criminal offence or any child related offence, or
10. A member shall cease to be a member if a resolution is passed by the Trustee Board resolving that the member be expelled on the ground that his/her continued membership is harmful to or is likely to become harmful to the interests of the

Charity. Such a resolution shall not be passed unless the member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A resolution so passed shall be final and there shall be no further representation allowed or appeal. A member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed by him/her.

11. The Trustee Board reserves the right to suspend any member without prejudice if such member is charged or arrested in connection with allegations of any criminal offence or any child related offence.
12. Subject to the Companies Acts, the Trustees may, by a resolution passed by at least a 75% majority of all the Trustees, establish, change and remove such classes or categories of membership as they think fit and rules of membership further to these Articles. The Trustees may at their discretion levy subscriptions on members of the Charity at such rate(s) as they shall decide and may levy subscriptions at different rates on different classes or categories of members.

### **Associate Members**

13. The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription and including or excluding voting rights and/or rights to attend members meetings) as they think fit by a resolution passed by at least a 75% majority of all the Trustees. The Trustees may admit and remove such associate members in accordance with such regulations as the Trustees shall make and such associate members may be members of the Charity for the purposes of the Articles and the Companies Acts.

### **Honorary positions**

14. The Trustees may appoint and remove any individual(s) as patron(s) or other honorary positions in the Charity and on such terms as they shall think fit.

### **Trustees**

#### ***Number of and qualifications for Trustees***

15. There shall be at least three Trustees. The maximum number of Trustees shall be fourteen. There may be a maximum of ten Elected Trustees and a maximum of four Co-opted Trustees. From the ending of the Annual General Meeting in 2009 the maximum number of Trustees shall be twelve, of which a maximum of eight shall be Elected Trustees and a maximum of four shall be Co-opted Trustees.
16. All Elected Trustees must be carers or parents of deaf children and members of the Charity.
17. No person may be appointed as a Trustee:
  - 17.1 unless he/she has attained the age of 18 years; or

- 17.2 in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from acting under the provisions of the Articles.

*Appointment and retirement of Elected Trustees*

18. At every annual general meeting one-third of the Elected Trustees, or the number nearest to one-third, shall retire from office. If there is only one Elected Trustee who is subject to retirement by rotation, he/she shall retire.
19. The Elected Trustees to retire by rotation shall be those who have been longest in office since their last election or re-election. As between persons who became or were last elected as Elected Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot.
20. Subject to Article 21, if the Charity at the meeting at which an Elected Trustee retires by rotation does not fill the vacancy, the retiring Elected Trustee shall, if willing to act, be deemed to have been re-elected unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-election of the Elected Trustee is put to the meeting and lost.
21. An Elected Trustee who has served for three consecutive terms in office and/or nine continuous years as an Elected Trustee must take a break from office and may not be reappointed until at least three years after the commencement of his/her break from office. Any Elected Trustee who, at the date of NDCS Annual General Meeting in 2003 had served on the Trustee Board for less than three years, shall be eligible to serve as a Trustee for a further three terms of three years or for a total of nine successive years, from the Annual General Meeting in 2003.
22. No person other than a Elected Trustee retiring by rotation shall be elected or re-elected as an Elected Trustee at any general meeting unless:
- 22.1 he/she is recommended by the Trustees; or
- 22.2 at least 60 days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for election or re-election stating the particulars which would, if he/she were so elected or re-elected, be required to be included in the Charity's register of Trustees together with notice executed by that person of his/her willingness to be elected or re-elected.
23. At least 21 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than an Elected Trustee retiring by rotation at the meeting) who is recommended by the Trustees for election or re-election as an Elected Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him/her at the meeting for election or re-election as an Elected Trustee. The notice shall give the particulars of that person which would, if he/she were so elected or re-elected, be required to be included in the Charity's register of Trustees.

24. Subject to the above Articles the Trustees may appoint a person who is willing to act to be an Elected Trustee to fill a vacancy, provided that the appointment does not cause the number of Elected Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Elected Trustees. An Elected Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Elected Trustees who are to retire by rotation at the meeting. If not elected at such annual general meeting, he/she shall vacate office at the end of the meeting.
25. Subject to the above Articles, an Elected Trustee who retires at an annual general meeting may, if willing to act, be re-elected. If he/she is not re-elected, he/she shall retain office until the meeting elects someone in his/her place, or if it does not do so, until the end of the meeting.

#### ***Appointment and retirement of Co-opted Trustees***

26. Subject to the above Articles the Trustees may appoint a person who is willing to act to be a Co-opted Trustee for such period as the Trustees may specify not exceeding two years, provided that the appointment does not cause the number of Co-opted Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Co-opted Trustees.
27. A Co-opted Trustee who has served consecutive periods in office totalling nine years must take a break from office and may not be reappointed for three years from date of the commencement of his/her break from office.

#### ***Vacation of a Trustee's office***

28. The office of a Trustee shall be vacated if:
  - 28.1 he/she ceases to be a Trustee by virtue of any provision of the Companies Acts or he/she becomes prohibited by law from being a Trustee;
  - 28.2 he/she is disqualified under the Charities Act 1993 from acting as a Trustee;
  - 28.3 he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
  - 28.4 the Trustees reasonably believe he/she is suffering from mental disorder and incapable of acting and they resolve that he/she be removed from office;
  - 28.5 he/she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
  - 28.6 he/she fails to attend three consecutive meetings of the Trustees without reasonable apology and the Trustees resolve that he/she be removed for this reason;
  - 28.7 he/she has or receives a caution or a conviction in a court of law of a serious criminal offence or any child related offence;
  - 28.8 he/she fails to declare a personal interest in any manner in accordance with Article 89.

- 28.9 he/she refuses to accept the aims and objects of the Charity;
- 28.10 he/she displays, in the opinion of the Trustee Board, a flagrant disregard of any guidance or direction given by the Charity
- 28.11 he/she undertakes any other activity where, in the sole discretion of the Trustee Board, the name and reputation of the Charity is brought into disrepute;
- 28.12 at a general meeting of the Charity, a resolution is passed that he/she be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views;
- 28.13 in the case of a Co-opted Trustee, by a resolution passed by at least a 75% majority of all the Trustees.
29. The Trustee Board reserves the right to suspend any Trustee without prejudice if such Trustee is charged or arrested in connection with allegations of any criminal offence or any child related offence.

### ***Powers of Trustees***

30. Subject to the Companies Acts, 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 Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
31. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees or of summoning a general meeting of the Charity.
32. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his/her appointment or that he/she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
33. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

### ***Chair***

34. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him/her from that office. The Chair shall be an Elected Trustee.

### ***Delegation of Trustees' powers***

35. 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.

36. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

***Delegation to committees***

37. In the case of delegation to committees:
- 37.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- 37.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
- 37.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
- 37.4 all delegations under this Article shall be variable or revocable at any time;
- 37.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit;
- 37.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
38. For the avoidance of doubt, the Trustees may 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.
39. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

***Delegation of day to day management powers***

40. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 40.1 the delegated power shall be to manage the Charity 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;
- 40.2 the Trustees shall provide the chief executive or other manager or managers with a description of his/her role and the extent of his/her authority; and

- 40.3 the chief executive or other manager or managers shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

## **Members' Meetings**

### ***National Councils***

41. The Charity shall, at least once in every calendar year, convene one or more National Councils for the consultation of and discussions between representatives of local groups and registered associations.

### ***Regional Groups***

42. The Trustees shall make provision for local groups and registered associations of members and others interested in the objects of the Charity and may make Rules relating to their constitution, procedures, activities and relation to the Charity.

### ***Annual general meetings***

43. Subject to Article 44, the Charity shall hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.
44. The Trustees may by a resolution passed by at least a 75% majority of all the Trustees and making reasonable alternative provision (through postal ballots and/or electronic communications in respect of the election of Elected Trustees, the timely provision of annual accounts to the members and the annual appointment of auditors) and subject to compliance with Article 41 relating to National Councils, dispense with an annual general meeting in any year.

### ***Other general meetings***

45. The Trustees may call a general meeting at any time and shall call a general meeting on receiving a requisition to that effect, signed by at least 50 members (or if lower at least 10% of the members) 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.

### ***Length of notice***

46. All general meetings shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period.

### ***Contents of notice***

47. Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is general or annual general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

48. In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his/her rights to appoint another person as his/her proxy at a general meeting.

### ***Service of notice***

49. Notice of general meetings shall be given to every member, to the Trustees, and to the auditors of the Charity in accordance with Articles 94 to 99.

### ***Quorum***

50. No business shall be transacted at any general meeting unless a quorum is present. Eight persons entitled to vote upon the business to be transacted, each being a member or voting by proxy or a duly authorised representative of a corporate member shall be a quorum.
51. If 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 those present and entitled to vote shall be a quorum.

### ***Chair***

52. The chair, if any, of the Trustees or in his/her absence some other Trustee nominated by the Trustees, or agreed by the Trustees present, shall preside as chair of each general meeting. If no Trustee is willing to act as chair, or present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose a member to be chair. The Trustees may invite the President of the charity to chair a general meeting.

### ***Adjournment***

53. The chair may, with the consent of a general 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 general meeting is adjourned for 14 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.

### ***Poll***

54. A resolution put to the vote of a general meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the Companies Acts, a poll may be demanded:
- 54.1 by the chair; or
- 54.2 by any person who, by virtue of being appointed proxy for one or more members entitled to attend and vote at the meeting, holds two or more votes; or

- 54.3 by at least two members present in person or by proxy and having the right to vote at the meeting.
55. Unless a poll is duly demanded 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.
56. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
57. A poll shall be taken as the chair directs and he/she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
58. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
59. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

### ***Votes***

60. On a show of hands and on a poll every member present in person or by proxy shall have one vote.
61. In the case of an equality of votes, whether on a show of hands or on a poll, provided the chair is a member, he/she shall be entitled to a casting vote in addition to any other vote he/she may have.
62. No member shall be entitled to vote at any general meeting unless all monies presently payable by him/her to the Charity have been paid.
63. 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.

### ***Proxies***

64. The appointment of a proxy shall be in the following form (or such substantively similar form as is usual or the Trustees approve):-

*“The National Deaf Children’s Society”*

*Name of member appointing the proxy:*

*Address:*

*I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Charity to be held on [date], and at any adjournment thereof.*

*This form is to be used in respect of the resolutions mentioned below as follows:*

<i>Resolution No 1</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy thinks fit</i>
<i>Resolution No 2</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy thinks fit</i>
<i>All other resolutions properly put to the meeting</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy thinks fit</i>

*\*Strike out whichever is not desired.*

*Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.*

*Signed: .....*

*Dated: ..... ”*

65. Unless the appointment of a proxy indicates otherwise, it must be treated as:
- 65.1 allowing the appointed proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 65.2 appointing the proxy in relation to any adjournment of the meeting as well as the meeting itself.
66. The appointment of a proxy and any authority under which it is executed (or a suitable copy approved by the Trustees) may not less than 48 hours before the time for holding the meeting (or adjourned meeting) at which the proxy proposes to vote:
- 66.1 be deposited at the Charity’s registered office or at any other notified place for such purpose within the UK; or
  - 66.2 be received at an electronic address notified for the purpose;
67. Where the poll is to be taken in a manner not reasonably permitting 48 hours notice of a proxy appointment, a proxy may be delivered at the relevant meeting to the chair or the Secretary (if any) or to any Trustee;

68. An appointment of proxy which is not deposited, delivered or received in a permitted manner is invalid.
69. A proxy for a member who is entered on the register of members as being a representative of an unincorporated association or body may be appointed either by the member or by the unincorporated association or body.
70. 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 Charity in a manner permitted for proxies.
71. An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. Attendance by a member in person at a meeting automatically revokes any appointment by that member of a proxy.

#### ***Remote attendance at general meetings***

72. The Charity may make arrangements for members to attend a general meeting by televisual or other electronic or virtual means provided that all remote attendants may securely identify themselves, hear the proceedings and cast their votes on line.

#### ***Written resolutions***

73. Subject to Article 74, a written resolution of the Charity passed in accordance with these Articles shall have effect as if passed by the Charity in general meeting:
  - 73.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
  - 73.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
  - 73.3 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
74. A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his/her term of office may not be passed as a written resolution.
75. A copy of the written resolution must be sent to every member together with a statement informing the member 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 Charity's auditors in accordance with the Companies Acts.

76. A member signifies their agreement to a proposed written resolution when the Charity receives from him/her an authenticated document identifying the resolution to which it relates and indicating his/her agreement to the resolution:
- 76.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature.
- 76.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature in any clear written form.
77. A written resolution is passed when the required majority of eligible members have signified their agreement to it.
78. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

### **Trustees' meetings**

#### *Notice*

79. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting.
80. A Trustees' meeting shall be called by at least seven clear days' notice unless either:-
- 80.1 all the Trustees agree; or
- 80.2 urgent circumstances require shorter notice.
81. Notice of Trustees' meetings shall be given to each Trustee.
82. Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

#### *Quorum*

83. The quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be five. In any event a majority of Elected Trustees is required for a quorum.

#### *Chair*

84. The chair, if any, of the Trustees or in his/her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

#### *Decision making by Trustees at meetings*

85. Questions arising at a Trustees' meeting shall as far as possible be decided by consensus and otherwise shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he/she may have.

### ***Virtual meetings***

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

### ***Decisions without a meeting***

87. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
88. The Trustees may take a majority decision without holding a Trustees' meeting if:
- 88.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
- 88.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;
- 88.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- 88.4 a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.

### ***Conflicts of interest***

89. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting (whether a general meeting or a Trustees' meeting) or in relation to which a decision is proposed to be made, or whenever a Trustee has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting (whether a general meeting or a Trustees' meeting), he/she must:
- 89.1 declare an interest before discussion begins on the matter;
- 89.2 withdraw from that part of the meeting unless expressly invited to remain or decline to participate in any discussion on the matter unless expressly invited to do so;
- 89.3 in the case of personal interests not be counted in the quorum for that part of the meeting; and
- 89.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

### ***Irregularities***

90. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or

any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Companies Acts.

## **General**

### ***Secretary***

91. Prior to section 270 of the Companies Act 2006 coming into force a Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If and when section 270 of the Companies Act 2006 comes into force a Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 91.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 91.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### ***Minutes***

92. The Trustees shall cause minutes to be made in books kept for the purpose:
- 92.1 of all appointments of officers made by the Trustees;
- 92.2 of all resolutions of the Charity and of the Trustees; and
- 92.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- 92.4 and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) 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 member or Trustee of the Charity, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

### ***Records and accounts***

93. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 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:
- 93.1 annual reports;
- 93.2 annual returns;

93.3 annual statements of account.

***Communications by and to the Charity***

94. Subject to the provisions of the Companies Acts and these Articles a document or information (including any notice):

94.1 to be given to any person pursuant to the Articles may be given in hard copy form, in electronic form or (in the case of communications by the Charity) by making it available on a website;

94.2 may only be given 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

94.3 may only be given by being made available on a website if the recipient has agreed (or is by law deemed to have agreed), generally or specifically, that the document or information may be given in that manner;

95. Any document or information (including any notice) sent to a member under the Articles may be sent to the member's current registered UK postal address as shown in the Charity'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, provided that:

95.1 Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:

95.2 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or

95.3 in the case of documents in electronic form, by sending them by electronic means:

95.3.1 to an address notified to the members for that purpose; and

95.3.2 from an address previously notified to the Charity by the member (by such means as the Trustees approve) for the purpose of sending and receiving documents and information.

96. A member present in person or by proxy 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.

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 Charity by electronic means and the Charity receives notice that the message is undeliverable:

98.1 if the document or information has been sent to a member and is notice of a general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and

98.2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

99. 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***

100. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him/her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him/her in that capacity, but only to the extent permitted by the Companies Acts.

### ***Trustees' indemnity insurance***

101. The Trustees shall have power to resolve pursuant to clause 4.30 of the Memorandum to effect Trustees' indemnity insurance, despite their interest in such policy.

### ***Winding-up***

102. 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.

## ***Rules***

103. The Trustees shall have power from time to time to make, repeal or alter rules as to the management of the Charity and its affairs, as to the duties of any officers or employees of the Charity, as to the conduct of business of the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such regulations shall not be inconsistent with the Companies Acts, the Memorandum, the Articles or any rule of law.