

# **THE COMPANIES ACT 2006**

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

**ARTICLES OF ASSOCIATION  
OF  
THE BENEVOLENT FUND OF  
THE INSTITUTION OF CIVIL ENGINEERS**



**ICE  
BENEVOLENT  
FUND**

**DATE: 5<sup>TH</sup> JUNE 2015**

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OF CIVIL ENGINEERS

1 NAME

The name of the company is The Benevolent Fund of The Institution of Civil Engineers (the “**Charity**”).

2 REGISTERED OFFICE

2.1 The registered office of the Charity is to be in England and Wales.

3 OBJECT

3.1 THE OBJECT of the Charity (the “Object”) is to prevent and relieve need by providing assistance and advice to persons (the “Beneficiaries”) who are:

- 3.1.1 corporate or non-corporate members of ICE;
- 3.1.2 former corporate and non-corporate members who have paid their subscriptions to ICE for at least five years;
- 3.1.3 dependants of any of the above mentioned in Articles 3.1.1 or 3.1.2 whether the member is alive or deceased; or
- 3.1.4 dependants of any former member of the Institution of Municipal Engineers (whether such former member is alive or deceased) who would not be eligible for assistance under Articles 3.1.1 to 3.1.3 inclusive).

3.2 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

- 4.1 to establish a series of initiatives to offer such emotional or practical support to Beneficiaries as the Trustees may consider appropriate from time to time;
- 4.2 to hold exhibitions, meetings, lectures, workshops, classes, seminars or courses either alone or with others;

- 4.3 to provide advice or information;
- 4.4 to carry out research and to publish and distribute the useful results;
- 4.5 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.6 to advertise in such manner as may be thought expedient;
- 4.7 to co-operate with other bodies, to exchange information and advice with them and to refer Beneficiaries to them in order to allow those members to receive external support;
- 4.8 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Object;
- 4.9 to accept gifts and to carry on trade in the course of carrying out the Object and in its discretion to disclaim any particular contribution;
- 4.10 to receive and administer bequests and donations;
- 4.11 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
  - 4.11.1 ancillary to the transaction;
  - 4.11.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
  - 4.11.3 not a purely speculative transaction;
- 4.12 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.13 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.14 to make grants or loans of money to individuals or organisations, to give guarantees, and to write off loans provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.15 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.16 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;

- 4.17 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.17.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 4.17.2 timely reports of all transactions are provided to the Trustees or to a staff member or other person who has been authorised by the Trustees for that purpose;
  - 4.17.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.17.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.17.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 4.17.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.18 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.19 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.21 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.22 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.23 to enter into contracts to provide services to or on behalf of other bodies;
- 4.24 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for the furtherance of the Object; and
- 4.25 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Object.

## 5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the Members or the Trustees.
- 5.2 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.
- 5.3 Subject to compliance with Article 5.6, Members, Trustees and Connected Persons:
- 5.3.1 may be paid interest at a reasonable rate on money lent to the Charity;
  - 5.3.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
  - 5.3.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
  - 5.3.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.4 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 5.4.1 as mentioned in Articles 4.21, 5.3 or 5.5;
  - 5.4.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 5.4.3 an indemnity pursuant to Article 16 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 5.4.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
  - 5.4.5 in exceptional cases, other payments or benefits but only with:
    - (a) the written consent of the Commission in advance where required under the Charities Act; and
    - (b) the approval or affirmation of the Members where required under the Act.
- 5.5 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.4.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act to supply goods or services to the Charity in return for a payment or other material benefit but only if:
- 5.5.1 the contract is in writing and states the maximum to be paid by the Charity;

- 5.5.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
  - 5.5.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
  - 5.5.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
  - 5.5.5 the Trustee has complied with the procedure set out in Article 5.6.
- 5.6 Subject to Article 5.7, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.6.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
  - 5.6.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 5.6.3 not be counted in the quorum for that part of the meeting; and
  - 5.6.4 be absent during the vote and have no vote on the matter.
- 5.7 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
- 5.7.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
  - 5.7.2 to disclose information confidential to the Charity to a third party; or
  - 5.7.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.8 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.6 and then withholds such confidential information from the Charity.
- 5.9 For any transaction or arrangement authorised under Articles 4.21, 5.3, 5.4 or 5.5 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.6 have been followed.

5.10 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

## 6 MEMBERSHIP

### 6.1 Members

6.1.1 The Charity must maintain a register of the names and addresses of the Members.

6.1.2 Members of the Charity shall be any person who:

- (a) applies to the Charity in the form approved by the Trustees;
- (b) agrees to pay the Annual Subscription;
- (c) is interested in furthering the Object; and
- (d) is approved by the Trustees.

6.1.3 Membership is not transferable.

6.1.4 All other rights, privileges, obligations, duties and amounts of any subscriptions due in relation to Members shall be set out in bye-laws to be introduced further to Article 12.1.7.

6.1.5 The Trustees may establish different classes of Membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed “members”) and set out their respective rights and obligations.

### 6.2 Termination of Membership

6.2.1 Membership is terminated if the Member concerned:

- (a) gives written notice of resignation to the Charity unless, after the resignation, there would be less than two members;
- (b) dies or, if it is an organisation, ceases to exist;
- (c) is six months in arrears in paying, in whole or in part, the Annual Subscription or any other sum due to the Charity, and the Company serves notice in writing on the Member terminating the Membership. In such circumstances the termination of Membership shall take effect from the date and time when the notice is served; or

- (d) is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 Clear Days after receiving notice).

## 7 FRIENDS

- 7.1 The Charity shall establish a class of "Friends" to the Charity.
- 7.2 Any individual who pays the Annual Subscription or more to the Charity in any given year shall become a Friend. A Friend's payment in accordance with this Article may be made directly by the Friend or by another party on the Friend's behalf.
- 7.3 Friends shall be entitled to attend, but not vote at, the Charity's AGM.
- 7.4 All other rights, privileges, obligations and duties in relation to Friends shall be set out in bye-laws to be introduced further to Article 12.1.7.

## 8 LIABILITY OF MEMBERS AND GUARANTEE

The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 8.1.1 payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;
- 8.1.2 payment of the costs, charges and expenses of winding up the Charity; and
- 8.1.3 the adjustment of rights of contributors among themselves.

## 9 GENERAL MEETINGS OF MEMBERS

### 9.1 Attendance

- 9.1.1 Members are entitled to attend general meetings (which, for the avoidance of doubt, shall include the AGM).
- 9.1.2 A Trustee, the Secretary, any honorary officer or any employee of the Charity shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

9.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

## 9.2 Notice

9.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least 5% of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.

9.2.2 Subject to Article 9.2.3, general meetings are called on at least 21 Clear Days' notice (unless the Act requires a longer notice period) specifying:

- (a) the time, date and place of the meeting;
- (b) the general nature of the business to be transacted;
- (c) the terms of any proposed special resolution; and
- (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 9.8.

9.2.3 A general meeting may be called by shorter notice if 90% of the Members entitled to vote upon the business to be transacted agree.

9.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.

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

9.2.6 A Member present at any meeting of the Charity, whether in person, by proxy or by nominated representative (in the case of an organisation), shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

## 9.3 Quorum

9.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy or by the duly authorised representative of an organisation, is at least nine.

9.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, 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.

#### 9.4 Chairperson of the Meeting

9.4.1 The chairperson for every general meeting (excluding the AGM) shall be:

- (a) the Chairperson; or
- (b) if the Chairperson is not present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Trustees present shall choose one of their number to chair the meeting.

9.4.2 In the case of an AGM, the chairperson shall be:

- (a) the Patron;
- (b) in the absence of the Patron, the Chairperson; or
- (c) if neither the Patron nor the Chairperson is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Trustees present shall choose one of their number to chair the meeting.

#### 9.5 Adjournment

9.5.1 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:

- (a) if convened on the requisition of the Members, shall be dissolved;
- (b) in any other case, shall be adjourned to any day not more than 3 days from the original meeting, at the same time and place, or to such other day and at such other time and place as the Trustees may determine.

9.5.2 The chairperson of the meeting 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.

- 9.5.3 When a 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. If the meeting is adjourned for less than 14 days it shall not be necessary to give any such notice.

## 9.6 Voting General

- 9.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an Ordinary Resolution.
- 9.6.2 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy in accordance with the provisions of Article 9.8.
- 9.6.3 On a show of hands or a poll every Member who (being an individual) is present in person or by proxy or (being an organisation) is present by a duly authorised representative or by proxy, shall have one vote, unless the proxy (in either case) or the duly authorised representative is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.
- 9.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 9.6.5 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 chairperson whose decision shall be final and conclusive.

9.6.6 If, on a vote to appoint Trustees in accordance with 10.1.3(b), a clear decision as to who should be appointed has not been made, because there is an equality of votes between two candidates for one of the positions, then the chairperson of the meeting shall consider and in his or her absolute discretion determine whether:.

- (a) those attending the meeting should cast a further vote to determine which candidate should fill the position; or
- (b) the chairperson should recommend one of the candidates to the Trustees for appointment at the Trustees' discretion in accordance with Article 10.1.3(c); or
- (c) the respective candidates should be asked to draw lots to determine which of them should fill the position.

## 9.7 Poll Voting

9.7.1 A resolution put to the vote of a 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 provisions of the Act, a poll may be demanded:

- (a) by the chairperson; or
- (b) by at least five Members having the right to vote at the meeting; or
- (c) by a Member or Members representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.

9.7.2 Unless a poll is duly demanded, a declaration by the chairperson 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.

9.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 9.7.4 A poll shall be taken as the chairperson directs and he or 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.
- 9.7.5 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson directs not being more than thirty 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.
- 9.7.6 No notice need be given of a poll not taken immediately 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.

## 9.8 Proxy Voting

- 9.8.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall without limitation:
- (a) state the name and address of the Member, or the duly authorised representative of an organisation, appointing the proxy;
  - (b) identify the person appointed to be that Member's, or the duly authorised representative of an organisation's, proxy and the general meeting in relation to which that person is appointed;
  - (c) be executed by or on behalf of the Member, or the duly authorised representative of an organisation, appointing the proxy; and
  - (d) be delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.
- 9.8.2 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:
- (a) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting

not less than 48 hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- (b) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
  - (i) in the notice convening the meeting, or
  - (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
  - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than 48 hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than 48 hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than 48 hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any Trustee;

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

- 9.8.3 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. A notice revoking the appointment of a proxy only takes effect if it received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote to which it relates is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 9.8.4 A vote given or poll demanded by the duly authorised representative of an organisation or by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was effective in accordance with Article 9.8.3.

## 9.9 Written Resolutions

Subject to the provisions of the Act:

- 9.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 9.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than 75% of the total voting rights of Eligible Members; and states that it is a special resolution.
- 9.9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 9.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 9.9.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (a) by the Member's signature if the document is in Hard Copy Form; or
  - (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form;
- and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.
- 9.9.6 A written resolution lapses if the required number of agreements has not been obtained by 28 days beginning with the Circulation Date of the resolution.

## 9.10 AGMs

- 9.10.1 The Charity shall hold an AGM in every year which all Members are entitled to attend. An AGM may be held at such time and place as the Trustees shall determine.

9.10.2 At an AGM, the Members shall:

- (a) receive the accounts of the Charity for the previous financial year;
- (b) receive the Trustees' report on the Charity's activities since the previous AGM;
- (c) elect persons to be Trustees to fill vacancies arising;
- (d) appoint independent examiners or auditors for the Charity; and
- (e) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 EGMs

Any general meeting which is not an AGM is an EGM.

## 10 THE TRUSTEES

10.1 Trustees

10.1.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

10.1.2 The minimum number of Trustees shall be twelve and the maximum number of Trustees shall be 15 (unless otherwise determined by ordinary resolution).

10.1.3 The Trustees shall consist of:

- (a) three members of the ICE Council, to be appointed (and who may be removed) by the ICE Council;
- (b) nine Members appointed in accordance with Article 10.2; and
- (c) up to three additional Trustees appointed by the Trustees;

provided that all Trustees appointed in accordance with Articles 10.1.3(a) and 10.1.3(b) must also be members of ICE and entitled to vote in Council elections.

10.1.4 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

10.1.5 No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 10.3.5.

10.1.6 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee or vote at any meeting of the Trustees.

## 10.2 Appointment of Trustees

- 10.2.1 No person shall be appointed a Trustee in accordance with Article 10.1.3(b) at any general meeting unless at least 35 days before the date appointed for the meeting, notice is given to the Charity;
- (a) executed by at least three members of ICE being entitled to vote in Council elections;
  - (b) stating the intention to nominate a person for appointment as a Trustee;
  - (c) stating the details which would, if the person were so appointed, be required to be included in the Charity's register of Trustees; and
  - (d) executed by the proposed person showing his willingness to be appointed.
- 10.2.2 All Members who are entitled to receive notice of a general meeting shall be given at least 21 clear days' notice of any resolution to be put to the meeting to appoint someone as a Trustee. The notice shall give the particulars of that person who would, if he were so appointed, be required to be included in the Charity's register of Trustees and shall also give details of the serving Trustees due to retire at the meeting.
- 10.2.3 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number, including where insufficient nominations are received from the Membership under Article 10.1.3(b), but a co-opted Trustee holds office only until the expiry of the period for which the previous Trustee was elected.
- 10.2.4 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 10.3 Retirement of Trustees

- 10.3.1 Each Trustee shall be appointed for a term of three years, at the end of which he or she shall retire.
- 10.3.2 One-third (or the number nearest one-third) of the Trustees must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 10.3.3 A person retiring from the office of Trustee by rotation shall not be eligible for re-election until at least one year has passed since the expiry of his or her last appointment.

- 10.3.4 No Trustee shall serve for a consecutive period of more than three years unless the Trustees, in their discretion, determine that there is a good reason for the individual to continue acting for an additional period to be determined by the Trustees.
- 10.3.5 A Trustee's term of office automatically terminates if:
- (a) he or she dies;
  - (b) he or she is disqualified under the Charities Act from acting as a Charity Trustee;
  - (c) a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
  - (d) he or she is absent without permission of the Trustees from all of the Trustees' meetings within a 12 month period and the Trustees resolve that the office be vacated; or
  - (e) he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office).
- 10.3.6 The Charity may, in accordance with the Act, by Ordinary Resolution of which special notice has been given, remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Charity and the Trustee.
- 10.3.7 The Trustees may, by a two-thirds majority of those present and voting, resolve to terminate the office of any Trustee for good cause, including for being in substantial breach of these Articles, bringing the Charity into disrepute or otherwise causing detriment to the name or goodwill of the Charity. Before doing so, the Trustee concerned shall be given the opportunity to be heard by the other Trustees, and be accompanied at such hearing by another Member or person of their choice, before a final decision is made.
- 10.3.8 If a Trustee removed from office in accordance with Article 10.3.7 wishes to appeal the decision to remove him, he shall, within 14 days of being notified of such decision, lodge the appeal in writing with the Chairperson, specifying the grounds of the appeal. The Trustees shall then arrange for an Appeal Hearing to take place in accordance with the provisions of Article 10.3.9. The decision taken at the Appeal Hearing shall be regarded as final.

10.3.9 An Appeal Hearing shall be heard, considered and decided upon by an independent panel which shall constitute three individuals drawn from a panel of 12 appointed by the Trustees from a list of nominations prepared by the ICE Council on an annual basis. In so far as it is possible, the members of an Appeals Panel shall have no personal or commercial connection to the subject of the appeal in question.

## 11 PROCEEDINGS OF TRUSTEES

- 11.1 Subject to the provisions of these Articles, the Trustees may regulate their proceedings as they see fit.
- 11.2 The Trustees must hold at least two meetings each year.
- 11.3 A meeting of the Trustees:
- 11.3.1 may be called by any Trustee; and
  - 11.3.2 shall, at the request of a Trustee, be called by the Secretary.
- 11.4 Notice of every meeting shall be given to each Trustee (although it need not be in writing), specifying the place, day and hour of the meeting and the business to be discussed.
- 11.5 In fixing the date and time of any meeting of the Trustees, the Trustee calling it shall try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it.
- 11.6 A Trustee is to be treated as having waived his or her entitlement to notice of a meeting if they have not supplied the Charity with the information necessary to ensure that they received the notice before the meeting takes place.
- 11.7 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 11.8 A quorum at a meeting of the Trustees is seven Trustees, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.7.
- 11.9 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to:
- 11.9.1 appoint further Trustees in accordance with these Articles; or
  - 11.9.2 call a general meeting so as to enable the Members to appoint further Trustees.

- 11.10 At their first meeting in each year, the Trustees shall elect a Chairperson from among their number, and shall determine the period for which he or she is to hold office. The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 11.11 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by a simple majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.7) is as valid as a resolution passed at a meeting provided that:
- 11.11.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
- 11.11.2 a simple majority of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 11.12 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 11.13 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 11.14 The Patron, the Chief Executive and any employee of the Charity may be invited by the Trustees to attend, but not vote at, any meetings of the Trustees.
- 11.15 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 12 POWERS OF TRUSTEES

- 12.1 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:
- 12.1.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity on such terms as they shall think fit;
- 12.1.2 to appoint (and remove) a Chairperson (in accordance with Article 11.10), treasurer and other honorary officers from among their number on such terms as they shall think fit;

- 12.1.3 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall, if asked to do so by the Trustees, leave the meeting when the Trustees vote on a matter;
- 12.1.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
- (a) impose conditions when delegating, including the conditions that:
    - (i) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
    - (ii) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees; and
  - (b) revoke or alter a delegation;
- 12.1.5 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, including but not limited to the Chief Executive, by such means, to such an extent, in relation to such matters, including the management of the Charity by implementing the policy and strategy adopted within a budget approved by the Trustees, and on such terms and conditions (including the payment of a salary) as they think fit. In particular, the Chairperson shall be authorised on behalf of the Trustees to approve urgent/interim donations to Beneficiaries;
- 12.1.6 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 12.1.7 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:
- (a) the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - (b) the conduct of Members in relation to one another and to the Charity's employees and volunteers;

- (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules;

provided that:

- (f) the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;
- (g) the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;
- (h) no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles; and
- (i) the rules or bye laws shall be binding on all Members;

12.1.8 to establish procedures to assist the resolution of disputes within the Charity; and

12.1.9 to exercise any powers of the Charity which are not reserved to the Members, subject to the Act, these Articles and to any directions given by Special Resolution of the Members.

12.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Trustees have done before the making of the alteration or the passing of the resolution.

### 13 RECORDS & ACCOUNTS

13.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

13.1.1 annual reports;

13.1.2 annual returns; and

13.1.3 annual statements of account.

13.2 The Trustees must keep records of:

13.2.1 all proceedings at general meetings;

13.2.2 all proceedings at meetings of the Trustees;

13.2.3 all reports of committees; and

13.2.4 all professional advice obtained.

- 13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

#### 14 MEANS OF COMMUNICATION TO BE USED

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 14.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 14.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 14.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 14.4 The Charity may deliver a Document to a Member:
- 14.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
  - 14.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
  - 14.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
  - 14.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
  - 14.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
  - 14.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 14.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

- 14.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 14.6.1 24 hours after it was posted, if first class post was used; or
  - 14.6.2 48 hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 14.6.3 properly addressed; and
  - 14.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 14.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.
- 14.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 14.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 14.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.
- 14.11 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 14.12 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 14.13 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

## 15 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008 are hereby expressly excluded.

## 16 INDEMNITY

- 16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 16.2 In this Article a “Trustee” means any Trustee or former Trustee of the Charity.
- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 16.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
  - 16.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

## 17 ALTERATIONS

- 17.1 Alterations to these Articles may be made by Special Resolution in accordance with the Act, which requires either:
- 17.1.1 a resolution at a validly called and quorate General Meeting, passed by a 75% majority of those Members attending, in person or by proxy; or
  - 17.1.2 a written resolution passed by a 75% majority of all Eligible Members.

## 18 DISSOLUTION

- 18.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:
- 18.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;
  - 18.1.2 directly for the Object or for charitable purposes which are within or similar to the Object; or
  - 18.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 18.2 A final report and statement of account must be sent to the Commission.
- 18.3 This Article may not be amended without the prior written consent of the Commission.



## 19 INTERPRETATION

- 19.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 19.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.
- 19.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 19.4 In these Articles:

“Act”	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;
“Address”	Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;
“AGM”	means an annual general meeting of the Charity;
“Annual Subscription”	means the minimum annual amount payable by Members and Friends as their subscription. The amount shall be determined, and notified, annually by the Trustees;
“Appeal Hearing”	means a hearing at which Trustees removed from office in accordance with Article 10.3.9 may appeal such decision and at which the success or failure of such appeal is decided in accordance with Article 10.3.10;
“these Articles”	means these articles of association;
“Beneficiaries”	has the meaning given to it in the Objects;
“Chairperson”	means the Trustee appointed by the Trustees to act as Chairperson under Article 11.10;
“the Charities Act”	means the Charities Act 2011;
“Charity Trustee”	has the meaning prescribed by section 177 of the Charities Act;

“Chief Executive”	means the senior employee of the Charity to be appointed in accordance with Article 12.1.5;
“Circulation Date”	has the meaning prescribed by section 290 of the Act;
“Clear Day”	in relation to the period of notice means a 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;
“the Commission”	means the Charity Commission for England and Wales or any body which replaces it;
“Conflicted Trustee”	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
“Connected Person”	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“EGM”	means an extraordinary general meeting of the Charity;
“Electronic Form” and “Electronic Means”	have the meanings respectively prescribed to them in the Act;
“Eligible Member”	has the meaning prescribed by the Companies Act 2006;
“executed”	includes any mode of execution;

“Financial Expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“firm”	includes Limited Liability Partnership;
“Friend”	means any individual who pays the Annual Subscription or more to the Charity in any given year, whether such payment is made individually or on his or her behalf by another party, as more particularly detailed in Article 7;
“Hard Copy Form”	has the meaning prescribed by the Act;
“ICE”	means The Institution of Civil Engineers;
“ICE Council”	means the Council of ICE;
“indemnity insurance”	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
“material benefit”	means a benefit, direct or indirect, which may not be financial but has monetary value
“Member” and “Membership”	refer to company membership of the Charity;
“month”	means calendar month;
“Object”	“Object” means the Object of the Charity as defined in Article 3;
“Ordinary Resolution”	means a resolution of the Members that is passed by a simple majority in accordance with the Act;
“Patron”	means the President of ICE;
“Secretary”	means any person appointed to perform the duties of the secretary of the Charity;



“Special Resolution”	means a resolution of the Members passed by a majority of not less than 75% in accordance with the Act;
“Taxable Trading”	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
“Trustee”	means a director of the Charity and “Trustees” means the directors who are otherwise known as the “Committee of Management”;
“written” or “in writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
“year”	means calendar year.