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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Council for At-Risk Academics**  
**(trading as Cara)**

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**cara**  
a lifeline to academics at risk

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## The Companies Acts 1985 to 2006

### Company Limited by Guarantee and not having a Share Capital

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## **The Companies Acts 1985 to 2006**

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

#### **Articles of Association of Council for At-Risk Academics (trading as CARA)**

### **INTERPRETATION**

#### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

### **OBJECTS AND POWERS**

#### **2. Objects**

The objects of the Society are:

- 2.1 To assist academics, who have been, or are, or are at risk of being, subject to discrimination, persecution, suffering or violence on account of race, religion, nationality, membership of a particular social group, or political opinion, to relieve needs among them and their dependants and ensure that their specialist knowledge and abilities can continue to be used for the benefit of the public;
- 2.2 To advance education by supporting academics and their educational institutions in countries where their continuing work is at risk or compromised, to ensure that such academics and institutions can continue to fulfil their critical role as educators for the public benefit.

An 'academic' is someone who is or has been engaged in teaching, research or administration at a university, research institute or equivalent institution.

#### **3. Powers**

To further its objects the Society may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 provide or procure the provision of counselling and guidance;

- 3.6 provide or procure the provision of advice;
- 3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Society must comply as appropriate with the Charities Act 2011);
- 3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Society must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Society's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.14 arrange for investments or other property of the Society to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the objects of the Society and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.21 subject to Article 4 (limitation on private benefits):
  - 3.21.1 engage and pay employees, consultants and professional or other advisers; and

- 3.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.23 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 Society's objects);
- 3.24 undertake and execute charitable trusts;
- 3.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.27 pay out of the funds of the Society the costs of forming and registering the Society;
- 3.28 insure the property of the Society against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Society;
- 3.29 provide indemnity insurance for the Trustees or any other officer of the Society in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Society); and
- 3.30 do all such other lawful things as may further the Society's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Society shall be applied solely towards the promotion of its objects.

##### *Permitted benefits to members, Trustees and Connected Persons*

- 4.2 No part of the income and property of the Society may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Society unless the payment is permitted by Articles 4.3, 4.4 or 4.5.
- 4.3 No Trustee may:
  - 4.3.1 sell goods, services or any interest in land to the Society;
  - 4.3.2 be employed by, or receive any remuneration from, the Society; or
  - 4.3.3 receive any other financial benefit from the Society;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised in Writing by the Charity Commission.

4.4 A Trustee may receive the following benefits from the Society:

- 4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Society in his, her or its capacity as a beneficiary of the Society;
- 4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Society for, or may pay out of the Society's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Society;
- 4.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Society for any goods or services supplied to the Society on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Society) provided that this provision and Article 4.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Society;
- 4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Society;
- 4.4.6 the Society may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.29; and
- 4.4.7 a Trustee or other officer of the Society may receive payment under an indemnity from the Society in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 22 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

#### ***Subsidiary Companies***

4.5 A Trustee may receive the following benefits from any Subsidiary Company:

- 4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Society or of any Subsidiary Company;
- 4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;

- 4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.5.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 4.5.5 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

The liability of each member is limited. Every member of the Society undertakes to contribute to the assets of the Society, in the event of the same being wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Society contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may require not exceeding £1.

### **6. Indemnity**

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



## **TRUSTEES**

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

#### **7. Trustees' general authority**

Subject to the Articles, the Trustees (also known collectively as the Council of Management) are responsible for the management of the Society's business, for which purpose they may exercise all the powers of the Society.

#### **8. Chair**

The Trustees may appoint one of their number to be the Chair of the Council of Management for such term of office as they determine and may at any time remove him or her from that office. They may also appoint one or more of their number to be Deputy Chairs.

#### **9. Trustees may delegate**

9.1 Subject to the Articles, the Council of Management may delegate any of their powers or functions to any committee of Trustees.

9.2 Subject to the Articles, the Council of Management may delegate the implementation of their decisions or day to day management of the affairs of the Society to any person or committee.

9.3 Any delegation by the Council of Management may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Council of Management may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Council of Management may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Council of Management may by power of attorney or otherwise appoint any person to be the agent of the Society for such purposes and on such conditions as they determine.

#### **10. Committees**

10.1 In the case of delegation to committees of Trustees:

- 10.1.1 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number as the resolution may specify;
  - 10.1.2 the deliberations of any committee must be reported regularly to the Council of Management and any resolution passed or decision taken by any committee must be reported promptly to the Council of Management and every committee must appoint a secretary for that purpose;
  - 10.1.3 the Council of Management may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
  - 10.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Society except where authorised by the Council of Management or in accordance with a budget which has been approved by the Council of Management.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Council of Management so far as they apply and are not superseded by any regulations made by the Council of Management.

## **11. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Society to a chief executive, who may appoint other managers:

- 11.1 the power delegated to the chief executive shall be to manage the Society by implementing the policy and strategy adopted by and within a budget approved by the Council of Management and (if applicable) to advise the Council of Management and any committees in relation to such policy, strategy and budget;
- 11.2 the Council of Management shall provide the chief executive with a description of his or her role and the extent of his or her authority; and
- 11.3 the chief executive must report regularly to the Council of Management on the activities undertaken in managing the Society and provide them regularly with management accounts which are sufficient to explain the financial position of the Society.

## **12. Delegation of investment management**

The Council of Management may delegate the management of investments to a Financial Expert or Experts provided that:

- 12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 12.2 timely reports of all transactions are provided to the Council of Management and to any appropriate committee;
- 12.3 the performance of the investments is reviewed regularly with the Council of Management;

- 12.4 the Council of Management is entitled to cancel the delegation arrangement at any time;
- 12.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Council of Management on receipt; and
- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Council of Management.

**13. Power to change name of Society**

The Council of Management may change the name of the Society at any time by majority decision of at least three-quarters of the Trustees present and voting at a meeting, or by majority decision of at least three-quarters of all the Trustees taken following the procedure in Article 20.

***DECISION-MAKING BY TRUSTEES***

**14. Trustees to take decisions collectively**

Subject to Article 13, any decision of the Council of Management must be:

- 14.1 by decision of a majority of the Trustees present and voting at a quorate Council of Management meeting (subject to Article 19);
- 14.2 a unanimous decision taken in accordance with Article 20; or
- 14.3 a majority decision taken outside of a meeting in accordance with Article 21.

**15. Calling a Trustees' meeting**

- 15.1 Any two Trustees may (and the chief executive must, at the request of any two Trustees) call a meeting of the Council of Management. The Council of Management shall hold an Annual Retirement Meeting every year, which shall be the meeting of the Council of Management at which the accounts of the Society are adopted.
- 15.2 A meeting of the Council of Management must be called by at least seven Clear Days' notice unless either:
  - 15.2.1 all the Trustees agree; or
  - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of meetings of the Council of Management must be given to each Trustee.
- 15.4 Every notice calling a meeting of the Council of Management must specify:
  - 15.4.1 the place, day and time of the meeting;
  - 15.4.2 the general nature of the business to be considered at such meeting; and

- 15.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.5 Notice of meetings of the Council of Management need not be in Writing.
- 15.6 Article 37 shall apply, and notice of meetings of the Council of Management may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

**16. Participation in meetings of the Council of Management**

- 16.1 Subject to the Articles, Trustees participate in a meeting of the Council of Management, or part of a meeting of the Council of Management, when:
  - 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether Trustees are participating in a meeting of the Council of Management, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**17. Quorum for meetings of the Council of Management**

- 17.1 At a meeting of the Council of Management, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for meetings of the Council of Management may be fixed from time to time by a decision of the Trustees, but it must never be less than three and unless otherwise fixed shall be three.
- 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

**18. Chairing of meetings of the Council of Management**

The Chair, if any, or in his or her absence, one of the Deputy Chairs, if any, or in their absence, another Trustee nominated by the Trustees present shall preside as chair of each meeting of the Council of Management.

**19. Casting vote**

- 19.1 If the numbers of votes for and against a proposal at a meeting of the Council of Management are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

**20. Unanimous decisions without a meeting**

20.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 22, results in them not being entitled to vote.

20.2 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.

**21. Majority decisions without a meeting**

21.1 The Council may, in the circumstances outlined in this Article, make a majority decision without holding a Council meeting. If:

21.1.1 a Trustee has become aware of a matter on which the Council needs to take a decision;

21.1.2 the circumstances are such that it is not reasonably practicable to make the decision within the required timeframe by either holding a Council meeting or unanimously without a meeting in accordance with Article 20;

21.1.3 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;

21.1.4 each Trustee has had a reasonable opportunity to communicate his or her views on the matter and the decision to the others; and

21.1.5 a majority of the Council votes in favour of a particular decision on that matter;

a decision of the Council may be taken by majority and shall be as valid and effectual as if it had been taken at a Council meeting duly convened and held.

21.2 Trustees participating in the taking of a majority decision in accordance with this Article:

21.2.1 may be in different places, and may participate at different times; and

21.2.2 may communicate with each other by any means.

21.3 The Chair, or one of the Deputy Chairs, or such other Trustee as shall be appointed by the Council shall be the chair of the process of decision-making in accordance with this Article.

In the case of an equality of votes in any decision-making process in accordance with this Article, the chair of the process shall be entitled to a casting vote in addition to any

other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair of the process is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

## **22. Conflicts of interest**

### *Declaration of interests*

22.1 Unless Article 22.2 applies, a Trustee must declare the nature and extent of:

22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Society; and

22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Society or his or her duties to the Society.

22.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

### *Participation in decision-making*

22.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Society, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

22.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Society, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

22.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Society (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Society;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.29;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4.4.2; or

22.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 22.5.

- 22.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:
- 22.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
  - 22.5.2 not be counted in the quorum for that part of the process ; and
  - 22.5.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Society***

- 22.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
- 22.6.1 the Trustee shall not be in breach of his or her duties to the Society by withholding confidential information from the Society if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
  - 22.6.2 the Trustee shall not be accountable to the Society for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

**23. Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept.

**24. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or 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.

**25. Trustees' discretion to make further rules**

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**26. Number of Trustees**

There shall be at least three Trustees.

## **27. Appointment of Trustees and retirement of Trustees by rotation**

### *Appointment of Trustees*

- 27.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 28, may be appointed to be a Trustee by a decision of the Council of Management.

### *Automatic retirement*

- 27.2 At every Annual Retirement Meeting of the Council of Management one third, or the number nearest to one third of the Trustees, being those who have been longest in office since their last appointment or reappointment, must retire from office. Where more than one third of the Trustees have served for the same period of time since their last appointment or reappointment those Trustees shall agree amongst themselves which Trustees shall retire, or in the event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.
- 27.3 Retiring Trustees may be reappointed, but a Trustee who has served for three consecutive terms of office must, subject to Article 27.4, retire from office and may not be reappointed.
- 27.4 The Council of Management may, in their discretion where they consider it in the interests of the Society to do so in the circumstances, resolve that a Trustee who would otherwise be required to retire under Article 27.3 or this Article 27.4 be reappointed for a further term of office. On completion of such further term he or she must retire from office and may not be reappointed, subject to any further application of this Article 27.4 at that time.
- 27.5 If the retirement of a Trustee under Article 27.2 causes the number of Trustees to fall below that set out in Article 26 then the retiring Trustee shall remain in office until a new appointment is made.

### *Minimum age*

- 27.6 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

### *General*

- 27.7 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.
- 27.8 The Trustees must maintain a register of directors as required by the Companies Acts.

## **28. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if:

- 28.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;



- 28.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 28.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;
- 28.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 28.5 he or she is named on the children's barred list/the adults' barred list maintained under the Safeguarding Vulnerable Groups Act 2006;
- 28.6 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 28.7 notification is received by the Society from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 28.8 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 28.9 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 28.10 he or she ceases to be a member of the Society.

## **PRESIDENT**

### **29. President**

- 29.1 The Council of Management may appoint a President of the Society for such term of office and with such role(s) as the Trustees determine.
- 29.2 The President may but is not required to be a Trustee. Where the President is not a Trustee he or she shall have the right to be given notice of, to attend and speak (but not vote) at any meeting of the Council of Management.
- 29.3 The Council of Management may at any time remove the President from office before natural expiry of his or her term of office by majority decision of the Trustees voting on the resolution.

## **PATRONS**

### **30. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Society on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any meeting of the Council of Management and shall also have the right to receive accounts of the Society when available to members.

## **ADVISORY GROUPS**

### **31. Advisory Groups**

- 31.1 The Council of Management may from time to time establish advisory groups consisting of individuals and organisations interested in the Society's work to provide advice and assistance to the Trustees in relation to the Society's affairs. The Council of Management shall appoint willing individuals or organisations to such advisory groups as they deem fit.
- 31.2 Such advisory groups shall meet and be managed as the Council of Management determine from time to time. The Council of Management may dissolve any such group at any time, and also remove any member of such group, on notice in writing.
- 31.3 Any advice given by any advisory group established under this Article 31 shall be wholly advisory in nature and the Council of Management may use such advice as they deem appropriate, in their sole discretion. Such advisory groups shall not have any power or authority to bind the Trustees.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

### **32. Trustees as members**

- 32.1 The Trustees from time to time shall be the only members of the Society.
- 32.2 A Trustee shall become a member on becoming a Trustee.
- 32.3 The names of the members of the Society must be entered in the register of members.

### **33. Termination of membership**

- 33.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 33.2 Membership is not transferable and shall cease on death.

### **34. Associate members**

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) as they think fit and may admit and remove such associate members in

accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Society for the purposes of the Articles or the Companies Acts.

### ***DECISION-MAKING BY MEMBERS***

#### **35. Members' Meetings**

- 35.1 The Council of Management may call a general meeting of the members at any time.
- 35.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

### ***WRITTEN RESOLUTIONS***

#### **36. Written resolutions**

##### ***General***

- 36.1 Subject to this Article 36 a written resolution agreed by:
  - 36.1.1 members representing a simple majority; or
  - 36.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible members shall be effective.
- 36.2 On a written resolution each member shall have one vote.
- 36.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 36.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

##### ***Circulation***

- 36.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 36.6 In relation to a resolution proposed as a written resolution of the Society the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 36.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 36.8 Communications in relation to written resolutions must be sent to the Society's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

- 36.9 A member signifies his or her agreement to a proposed written resolution when the Society receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 36.9.1 identifying the resolution to which it relates; and
  - 36.9.2 indicating the member's agreement to the resolution.
- 36.10 For the purposes of Article 36.9:
- 36.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
  - 36.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
    - (a) the identity of the sender is confirmed in a manner specified by the Society; or
    - (b) where no such manner has been specified by the Society, if the communication contains or is accompanied by a statement of the identity of the sender and the Society has no reason to doubt the truth of that statement.
- 36.11 If the Society gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **37. Communications by the Society**

#### ***Methods of communication***

- 37.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Society under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Society, including without limitation:
- 37.1.1 in Hard Copy Form;
  - 37.1.2 in Electronic Form; or
  - 37.1.3 by making it available on a website.
- 37.2 Where a Document or information which is required or authorised to be sent or supplied by the Society under the Companies Acts is sent or supplied in Electronic Form or by

making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

- 37.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

### **38. Communications to the Society**

The provisions of the Companies Acts shall apply to communications to the Society.

### **39. Secretary**

The chief executive from time to time shall be the Company Secretary, unless the Council determines otherwise.

### **40. Irregularities**

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.

### **41. Minutes**

The Council of Management must cause minutes to be made:

- 41.1 of all appointments of officers made by the Trustees;
- 41.2 of all resolutions of the Society and of the Council of Management (including, without limitation, decisions of the Council of Management made without a meeting); and
- 41.3 of all proceedings at meetings of the Society and of the Council of Management, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of meetings of the Council of Management 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 Society, be sufficient evidence of the proceedings.

### **42. Records and accounts**

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records,

the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 42.1 annual reports;
- 42.2 annual returns; and
- 42.3 annual statements of account.

**43. Exclusion of model articles**

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

**WINDING UP**

**44. Winding up**

- 44.1 If upon the winding up or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Society, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Society, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Society under or by virtue of Article 4 hereof, such institution or institutions to be determined by the members of the Society at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
1.1 <b>“Address”</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 <b>“Annual Retirement Meeting”</b>	has the meaning given in Article 15.1;
1.3 <b>“Articles”</b>	the Society’s articles of association;
1.4 <b>“Chair”</b>	has the meaning given in Article 8;
1.5 <b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 <b>“Clear Days”</b>	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;
1.7 <b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Society;
1.8 <b>“Connected ”</b>	in relation to a Trustee means any person falling within any of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or  (d) any company, partnership or firm of which the Trustee is a paid director, member, partner

- or employee, or shareholder holding more than 1% of the capital;
- 1.9 **“Council of Management”** the board of Trustees of the Society;
- 1.10 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.11 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.12 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.13 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.14 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.15 **“Secretary”** the secretary of the Society;
- 1.16 **“Society”** Council for At-Risk Academics (trading as CARA)
- 1.17 **“Subsidiary Company”** any company in which the Society 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;
- 1.18 **“Trustee”** a director of the Society, and includes any person occupying the position of director, by whatever name called; and
- 1.19 **“Writing”** 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 in Electronic Form or otherwise.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles 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.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Society.



