Company number: 00579991

Charity number: 207996

COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

SCIENCE FOR ANIMAL WELFARE

Wrigleys Solicitors LLP
3 Wellington Place
Leeds LS1 4AP
Tel: 0113 244 6100
Fax: 0113 244 6101

www.wrigleys.co.uk

Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF

SCIENCE FOR ANIMAL WELFARE

1. NAME

The name of the Charity is **Science for Animal Welfare**, or, subject to obtaining any necessary consent from OSCR, such other name as the Members by Special Resolution may from time to time decide.

2. LIMITED LIABILITY

The liability of Members is limited to £0.05, being the amount that every Member undertakes to contribute to the assets of the Charity in the event of it being wound up while they are a Member or within one year after they cease to be a Member.

3. PURPOSE

The purpose for which the Charity is established is to advance animal welfare by means of:

3.1 the generation, development, promotion and application of scientific knowledge;

3.2 education, instruction and training, informed by such scientific knowledge; and

3.3 funding, supporting, facilitating and otherwise engaging in research and publishing the results thereof.

Nothing in the Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

4. POWERS

The Charity has power to do anything which is calculated to further its Purpose or is conducive or incidental to doing so, including (but not limited to) the following powers:

4.1 to advance, promote, disseminate, interpret, explain and otherwise communicate scientific knowledge, concerning the welfare of

animals, together with the evidence on which such knowledge is based;

4.2 informed by such scientific knowledge:

4.2.1 to promote understanding of the needs of animals, whether domestic or wild, and the means by which those needs may be met;

4.2.2 to promote improved standards of animal welfare, so as to reduce animals' negative experiences and increase their positive experience;

4.2.3 to promote humane behaviour towards animals so as to reduce or eliminate pain, fear, suffering, distress or harm inflicted upon them by humans, whether intentional or otherwise; and

4.2.4 to promote appropriate management procedures and husbandry practices which contribute to improving animal welfare and the adoption of best practice;

4.3 to establish and maintain a professional association for those whose work is concerned with advancing animal welfare, whether by research or by the application of scientific knowledge in their professional practice;

4.4 to support - through the foregoing professional association, or otherwise - the professional development of animal welfare scientists and to encourage students and others to engage in animal welfare research and other such fields which may result in improved evidence-based standards of animal welfare;

4.5 to engage with those responsible for the formulation and implementation of policy and guidelines relating to animals, whether in the public sector or otherwise, in order to promote informed decisions relating to the welfare of animals in the light of scientific knowledge;

4.6 to co-operate with professional societies and such other entities as may be considered appropriate in action favourable to the welfare of animals;

4.7 to support and encourage the teaching of animal welfare in universities, colleges and schools in order that students become better informed regarding the needs of animals and how these may be met;

4.8 to raise funds (but not by means of Taxable Trading);

4.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);

4.10 to acquire or hire property of any kind and to maintain it and equip it for use;

4.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

4.12 to make grants or loans of money and to give guarantees;

4.13 to support, administer or set up other charities, including but not limited to making grants or gifts of money, assets or staff time, cancelling any liability owed to the charity and/or providing guarantees and loans, whether or not on commercial terms;

4.14 to set aside funds for special purposes or as reserves against future expenditure;

4.15 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);

4.16 to delegate the management of investments to a Financial Expert, but only on terms that:

4.16.1 the investment policy is set down in writing for the Financial Expert by the Trustees;

4.16.2 every transaction is reported regularly to the Trustees;

4.16.3 the performance of the investments is reviewed regularly with the Trustees;

4.16.4 the Trustees are entitled to cancel the delegation arrangement at any time;

4.16.5 the investment policy and the delegation arrangement are reviewed at least once a year;

4.16.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Trustees on receipt; and

4.16.7 the Financial Expert must not do anything outside the powers of the Trustees;

4.17 to arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the control of the

Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;

4.18 to deposit documents and physical assets with any company registered or having a place of business in England, Wales or Scotland as Custodian, and to pay any reasonable fee required;

4.19 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity;

4.20 to pay for Indemnity Insurance for the Trustees;

4.21 subject to Article 10, to employ paid or unpaid agents, staff or advisers;

4.22 to enter into contracts to provide services to or on behalf of other entities;

4.23 to establish or acquire companies and/or other entities to assist, or act as agents for, the Charity; and

4.24 subject to obtaining any necessary consent from the Commission, OSCR or other regulatory bodies as required in the regions in which the Charity operates, to acquire, merge with or enter into any partnership or joint venture arrangement with any other entity.

5. MEMBERSHIP

5.1 The Charity must maintain a register of Members.

5.2 Membership is open to any individual or organisation interested in promoting the Charity's Purpose who/which:

5.2.1 applies to the Charity in the form required by the Trustees;

5.2.2 is approved by the Trustees; and

5.2.3 signs the register of Members or consents in writing to become a Member either personally or (in the case of an organisation) through an authorised representative.

5.3 The Trustees shall agree a policy which governs who may be admitted as a Member of the Charity; the terms on which a Member may be admitted or refused admittance to Membership (including any probation period which must be served and any different classes to which Members may be admitted); the benefits and rights accruing to Members, and any subscription payable by Members. For the avoidance of doubt, Trustees shall have sole discretion over the admittance of Members and shall not be required to give reasons for rejecting any Membership application.

5.4 The Trustees may also agree to admit individuals or organisations as supporters of the Charity who shall not be Members for the purposes of these Articles but who shall be subject to a policy agreed by the Trustees from time to time which sets out the name by which they shall be known and the rights and obligations which such supporters may have (for example any subscription fee payable or benefits receivable and the terms on which such rights and obligations may be terminated). For the avoidance of doubt, such supporters shall not be Members of the Charity for the purposes of company law and, as such, will not be entitled to attend and/or vote at general meetings of the Charity, although they may be invited to attend general meetings as non-voting observers, at the absolute discretion of the Trustees.

5.5 Membership is automatically terminated if the Member concerned:

5.5.1 gives written notice of resignation to the Charity;

5.5.2 dies, or in the case of an organisation ceases to exist;

5.5.3 is more than six months (or such other period as the Trustees decide) in arrears in paying the relevant subscription, if any (but in such case the Trustees may resolve to reinstate the Member on payment of the amount due); or

5.5.4 is removed from Membership by resolution of at least two thirds of the Trustees (excluding the Member in question if that person is a Trustee) on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity or that person no longer qualifies to be a Member of the Charity in accordance with a policy set by the Trustees in accordance with Article 5.4. The Trustees may only pass such a resolution after a majority of the Trustees voting at a meeting have agreed to notify the Member in writing and have considered the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice.

5.6 Membership is not transferable.

6. GENERAL MEETINGS

Calling a general meeting

6.1 A general meeting may be called at any time by the Trustees and must be called within 21 days of a written request from at least 5% of the Members sent to the Secretary (if any) or to the Trustees in accordance with the Companies Acts to be held on a date not more than 28 days after the date of the notice.

6.2 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting who hold at least 90% of the total voting rights at that meeting of all the Members.

6.3 The notice of general meeting shall specify the place, the date and the time of the general meeting, state the general nature of the business to be dealt with at the meeting and state with reasonable prominence that a Member is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and to speak and vote instead of them. If the meeting is to be an AGM, the notice must say so.

6.4 Where it is intended to pass a Special Resolution at a general meeting, the notice must include the text of the resolution and state that it is intended to propose the resolution as a Special Resolution.

6.5 Notice must be sent to:

6.5.1 the Charity's auditors (if any);

6.5.2 the Trustees; and

6.5.3 the Members.

6.6 The accidental omission to give notice of any general meeting, or to send a form of proxy with a notice where required, or the non-receipt of a notice or form of proxy, shall not invalidate the proceedings at any general meeting.

Attending a general meeting

6.7 Members are entitled to attend general meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants (which for the avoidance of doubt shall include attendance by video conference or similar).

Quorum

6.8 There must be a quorum present before a general meeting starts to do business. There is a quorum at a general meeting if the number of Members present in person, by authorised representative or by proxy is at least five.

6.9 If within half an hour from the time appointed for the holding of the general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case

it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Trustees may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

Proceedings at general meetings

6.10 The Chairperson or (if the Chairperson is unable or unwilling to do so) the Deputy Chairperson or (if that person is unable or unwilling to do so), some other Trustee (or if no Trustees are present, some other Member) elected by those Members present presides at a general meeting.

6.11 The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

6.12 Except where otherwise provided by the Articles or the Companies Acts, every issue at a general meeting is decided by a majority of the votes cast.

6.13 Every Member present in person, or through an authorised representative, or by proxy has one vote on each issue. In the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.

6.14 A declaration by the person chairing the meeting that a resolution has been:

6.14.1 carried;

6.14.2 carried unanimously, or by a particular majority;

6.14.3 not carried; or

6.14.4 not carried by a particular majority,

and an entry to that effect in the minutes of the general meeting, shall be conclusive evidence of the fact without proof of the number or proportion of votes in favour of or against the resolution.

6.15 Subject to the Companies Acts, the proceedings at any general meeting or the passing of a written resolution shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.

6.16 If any person wishes to object to the qualification of any vote, they must do so at the meeting at which the vote they object to is tendered. A vote which is not disallowed at the meeting will be deemed valid. The person chairing the meeting will be the sole judge of the validity of every vote tendered at the meeting.

Proxies

6.17 The notice of appointment of a proxy must be received at the registered office of the Charity (or such other address (which may be an email address) specified by the Charity for that purpose) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote. If it arrives late, or does not arrive at all, the proxy will not be allowed to attend and vote at the meeting.

Written resolutions

6.18 A written resolution signed or otherwise authenticated by a majority of those entitled to vote at a general meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature or authentication required to reach the relevant majority.

Annual general meetings

6.19 The Charity must hold an AGM. Not more than 15 months may elapse between successive AGMs.

6.20 At an AGM, the Members:

6.20.1 receive the Charity's accounts for the previous financial year;

6.20.2 receive the Trustees' report on the Charity's activities for the previous financial year;

6.20.3 accept the retirement of Trustees and elect Trustees to fill any vacancies;

6.20.4 appoint auditors or Independent Examiners for the Charity (if required); and

6.20.5 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

7. THE TRUSTEES

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

7.2 The Charity must maintain a register of Trustees (which may be called a register of directors).

Number of Trustees

7.3 There shall be at least five Trustees, all of whom must be Members. If the number of Trustees falls below five, the remaining Trustees shall take all reasonable steps to appoint further Trustees as required, including without limitation by calling a general meeting so that Members can appoint additional Trustees.

Appointment of Trustees

7.4 Subject to Article 7.8, Trustees are to be appointed by the Members at the AGM.

7.5 No one is entitled to act as a Trustee whether on appointment or on any reappointment until they have expressly acknowledged, in whatever way the Trustees decide, their acceptance of the office of Trustee.

Terms of office

7.6 Subject to Article 7.7 and Article 7.8, Trustees shall be appointed for terms of three years. A Trustee who has served their term must retire at the end of the third AGM following their election. A retiring Trustee who remains qualified may be reappointed for a maximum of three consecutive terms of office (or nine years in total) (the "**Maximum Term**"). Once a Trustee has served a Maximum Term, they may only be reappointed if all the Trustees present and voting at a meeting (excluding the Trustee in question) in advance of the AGM at which their reappointment is to be considered agree, provided that this shall only apply to no more than two Trustees at any one time. For the purpose of this Article, a year shall be deemed to be the period between two consecutive AGMs.

7.7 The following transitional arrangements shall apply to Trustees who are in office on the date on which these Articles of Association are adopted:

7.7.1 a Trustee who on that date has already exceeded the Maximum Term set out in Article 7.6 may remain in office for

the time being but shall retire no later than the end of the second AGM following the date on which these Articles are adopted;

7.7.2 a Trustee who was initially elected before 31st December 2021 but to whom Article 7.7.1 does not apply may upon reaching the Maximum Term remain in office for the time being, but shall retire no later than the end of the third AGM following the date on which these Articles are adopted; and

7.7.3 a Trustee elected on or after 1st January 2022 shall be deemed to commence their second term of office at the end of the AGM at which these Articles are adopted.

7.8 The Trustees may at any time appoint any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee (a "**Co-opted Trustee**"), but a Co-opted Trustee holds office only until the next AGM and there must always be a minority of Co-opted Trustees on the board at any time. For the avoidance of doubt, time served as a Co-opted Trustee shall not count when calculating a Trustee's term of office under Article 7.6. Where a Co-opted Trustee is not a Member at the time of their appointment pursuant to this Article and Article 7.3 requires that a Trustee is a Member then the Co-opted Trustee must become a Member within 28 days of their appointment failing which, on expiry of that period, then they shall cease to hold office.

Retirement and removal of Trustees

7.9 A Trustee's term of office automatically terminates if they:

7.9.1 resign by written notice to the Trustees (but only if at least three Trustees will remain in office);

7.9.2 die;

7.9.3 are disqualified under the Charities Act from acting as a charity trustee or are prohibited by law from being a director of a company, or are disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005;

7.9.4 are, in the reasonable opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing their own affairs;

7.9.5 are absent from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign;

7.9.6 cease to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership of the Charity);

7.9.7 are co-opted in accordance with Article 7.8 and fail to become a Member within 28 days of that appointment as required by Article 7.8; or

7.9.8 are removed by resolution of the Members present and voting at a general meeting (but only if at least three Trustees will remain in office) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

8. TRUSTEES' PROCEEDINGS

8.1 The Trustees must hold at least one meeting each year.

Calling Trustees' meetings

8.2 A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.

8.3 Notice of a meeting of the Trustees may be given to a Trustee in writing to them by such means as are appropriate in the circumstances and as agreed by the Trustees in advance, directed to a postal or electronic address or telephone number given by them to the Charity for this purpose.

8.4 Except where there are matters demanding urgent consideration, each Trustee must be given reasonable notice of each meeting of the Trustees.

Quorum

8.5 A quorum at a meeting of the Trustees is three or one third of the Trustees (rounded up to the nearest whole number), if greater.

Attendance and voting at Trustees' meetings

8.6 A meeting of the Trustees may be held either in person or by suitable electronic means (including but not limited to telephone calls with or without video conferencing facilities) agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.

8.7 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.

8.8 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees, or all the members of a committee, (other than any Conflicted Trustee, or conflicted committee member, who has not been authorised to vote) is as valid as a resolution passed at a trustees' meeting, or a meeting of a committee (as appropriate). For this purpose, the resolution may be contained in more than one document.

8.9 Except for the Chairperson of the meeting, who has a casting vote, every Trustee has one vote on each issue.

8.10 Subject to the Articles, the Trustees may regulate their meetings as they see fit.

Procedural defects

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

8.12 Subject to Article 8.13, all decisions of the Trustees or a committee of the Trustees shall be valid notwithstanding the participation in any decision of a Trustee:

8.12.1 whose appointment is subject to a technical defect of which the Trustees are unaware at the time the decision is made;

8.12.2 who was disqualified from holding office;

8.12.3 who had previously retired or who had been obliged by the Articles to vacate office;

8.12.4 who was not entitled to vote on the matter, whether by reason of a Conflict of Interest or otherwise;

if without the vote of that Trustee and that Trustee being counted in the quorum, the decision was made by a majority of Trustees at a quorate meeting.

8.13 Article 8.12 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 8.12, the resolution would have been void.

9. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity:

9.1 to appoint (and remove) any person, who may, or may not, be a Member and/or a Trustee, to act as Secretary in accordance with the Companies Acts;

9.2 to appoint (and remove) a Chairperson, Deputy Chairperson Treasurer and other honorary officers from among their number;

9.3 to confer on any individual (with their consent and who may or may not be a Trustee) the honorary title of patron, president or vice-president of the Charity;

9.4 to delegate any of their functions to executive committees consisting of two or more individuals appointed by them. At least one member of every executive committee must be a Trustee and all proceedings of executive committees must be reported promptly to the Trustees in accordance with any rules made in accordance with Article 9.7;

9.5 to delegate any of their functions to advisory committees consisting of two or more individuals appointed by them. All proceedings of advisory committees must be reported promptly to the Trustees in accordance with any rules made in accordance with Article 9.7;

9.6 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;

9.7 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees;

9.8 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);

9.9 to establish procedures to assist the resolution of disputes or differences within the Charity;

9.10 to exercise any powers of the Charity which are not reserved to the Members.

10. BENEFITS TO MEMBERS AND TRUSTEES

10.1 The property and funds of the Charity must be used only for promoting the Purpose and do not belong to the Members or the Trustees, but:

10.1.1 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;

10.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

10.1.3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity;

10.1.4 Members, Trustees and Connected Persons who are also beneficiaries may receive charitable benefits in that capacity; and

10.1.5 Members, Trustees and Connected Persons may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

10.2 A Trustee or Connected Person must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

10.2.1 as permitted by Articles 4.20 (Indemnity Insurance), 10.1.2 (interest), 10.1.3 (rent), 10.1.4 (charitable benefits), 10.1.5 (trading and fundraising activities), or 10.3 (contractual payments);

10.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs and costs relating to the care of dependants whilst on Charity business) actually incurred in the administration of the Charity;

10.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

10.2.4 payment to any company in which a Trustee or Connected Person has no more than a 1 per cent shareholding; and

10.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission and, if required, OSCR, or written confirmation from the Commission and, if required, OSCR that no such approval is required, in advance).

10.3 A Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit if:

10.3.1 the maximum amount of the remuneration is set out in a written agreement ("**Written Agreement**") between the Trustee or Connected Person (as appropriate) and the Charity under which the Trustee or Connected Person is to provide the goods and/or services;

10.3.2 before entering into the Written Agreement, the Trustees are satisfied that:

(a) the goods and/or services are actually required by the Charity;

(b) the nature and level of the benefit is no more than reasonable in relation to the value of the goods and/or services and is set at a meeting of the Trustees in accordance with the procedure in Article 10.6;

(c) it would be in the interests of the Charity to enter into the Written Agreement;

(d) the maximum amount of the remuneration is reasonable in the circumstances;

10.3.3 no more than a minority of the Trustees are interested in such a contract in any financial year, otherwise remunerated by the Charity, or connected with someone who is interested in such a contract, or otherwise so remunerated.

10.4 A Trustee or Connected Person may not be an employee of the Charity (except in accordance with Article 10.2.5).

10.5 Whenever a Trustee has a personal interest in a matter falling within Articles 10.1, 10.2 or 10.3 which is to be discussed at a meeting of the Trustees or a committee, they must comply with the procedure in Article 10.6.

10.6 Where this Article applies, a Trustee must:

10.6.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

10.6.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

10.6.3 not be counted in the quorum for that part of the meeting; and

10.6.4 have no vote on the matter and be absent during the vote if so requested by the other Trustees.

11. CONFLICTS OF INTEREST

11.1 Trustees must avoid Conflicts of Interest and subject to Article 11.4, wherever a Conflict of Interest arises in a matter to be discussed at a

meeting of the Trustees or a committee, a Conflicted Trustee must comply with the procedure set out in Article 10.6.

11.2 Subject to Article 11.3, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to:

11.2.1 authorise that matter; or

11.2.2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter.

11.3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in Article 10.6.

11.4 A Trustee shall not be considered to be in breach of section 175 of the Companies Act 2006 simply through also being a trustee of HSA; however if there is a proposed transaction or arrangement with HSA which relates to the sharing of costs between the Charity and HSA and/or to the management and maintenance of property jointly owned by the Charity and HSA and all the Trustees are deemed to have a Conflict of Interest which means there are no Unconflicted Trustees and the procedure set out at Article 10.6 cannot be followed, the following procedure shall apply:

11.4.1 the Trustees shall be divided into two groups, to be determined by lottery, provided that each group shall have sufficient Trustees in it to make a quorate trustee decision on behalf of each of the Charity and HSA;

11.4.2 one group shall be nominated to represent separately and exclusively the interests of the Charity; the other group shall be nominated to represent separately and exclusively the interests of HSA;

11.4.3 the Chairperson, Deputy Chairperson and Treasurer of the Charity shall be ineligible to be a member of either group and shall abstain from voting on the matter in question;

11.4.4 the outcome of such consideration shall be determined by a vote of the non-abstaining Trustees. In order to be adopted, a proposal must be supported by at least two-thirds of those entitled to vote;

11.4.5 the minutes of such a meeting shall include a record of how the interests of each organisation were represented;

11.4.6 if no agreement can be reached, the Trustees shall appoint a committee of not less than three people (none of whom shall be current Trustees) to review the transaction or arrangement;

11.4.7 that committee shall make a recommendation to the Trustees; and the Trustees may accept that recommendation in respect of that transaction or arrangement; or refer it back to the committee for further consideration; and

11.4.8 in considering a recommendation from the committee, all Trustees shall be entitled to vote and the recommendation must secure support from at least two-thirds of Trustees to be accepted; and

11.4.9 if it is still not possible to agree a decision, the two charities shall try in good faith to settle the matter by mediation before resorting to litigation.

12. RECORDS AND ACCOUNTS

12.1 The Trustees must comply with the requirements of the Companies 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 Companies House and the Commission of:

12.1.1 annual returns;

12.1.2 annual reports; and

12.1.3 annual statements of account.

12.2 The Trustees must keep proper records of:

12.2.1 all proceedings at general meetings and all written resolutions of the Members;

12.2.2 all proceedings at meetings of the Trustees and all written resolutions of the Trustees;

12.2.3 all reports of committees; and

12.2.4 all professional advice obtained.

12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours (such records may be made available by electronic means and/or in electronic form).

12.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, which may be by electronic means and/or in electronic form.

13. NOTICES

13.1 Notices under the Articles may be delivered by hand, or sent by post or by suitable electronic means.

13.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

13.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

13.3.2 three clear days after being sent by first class post to that address;

13.3.3 on being handed to the Member personally; or, if earlier,

13.3.4 as soon as the Member acknowledges actual receipt.

13.4 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. AMENDMENTS

14.1 Subject to obtaining any necessary consent from the Charity Commission and OSCR, the Members may amend the Articles by Special Resolution.

14.2 The Secretary (if any) or the Trustees must send the amended Articles and the signed Special Resolution or a signed print of the Special Resolution which adopted the Articles to Companies House and a copy of the amended Articles to the Charity Commission (whether or not Charity Commission consent is required to the amendments), and to OSCR (if registered with OSCR).).

14.3 When amending the Purpose, the Secretary (if any) or the Trustees must file any relevant forms at Companies House at the same time as filing the Special Resolution and amended Articles.

15. DISSOLUTION

If upon the winding up or dissolution of the Charity 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 Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, 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 Charity under or by virtue of Article 10 hereof, such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

16. MODEL ARTICLES

The Model Articles are excluded and do not apply to the Charity.

17. INTERPRETATION

In the Articles, unless the context indicates another meaning:

"**AGM**" means an annual general meeting of the Charity;

"**Articles**" means the Charity's articles of association;

"**Chairperson**" means the chairperson of the Trustees;

"**Charity**" means the company governed by the Articles;

"**Charities Act**" means the Charities Act 2011;

"**Charity Trustee**" has the meaning prescribed by section 177 of the Charities Act;

"**clear day**" in relation to a period of notice means a period excluding:

(a) the day on which the notice is given or deemed to be given; and
(b) the day of the meeting or other event;

"**Commission**" means the Charity Commission for England and Wales;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006);

"**Companies House**" means the registrar of companies for England and Wales;

"**Conflict of Interest**" includes a conflict of interest and duty and a conflict of duties;

"**Conflicted Trustee**" means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

"**Connected Person**" has the meaning given in section 188 of the Charities Act, and includes:

(a) a child, step-child, parent, grandchild, grandparent, brother or sister of a Trustee;

(b) the spouse or civil partner of a Trustee or any person listed in (a), (and/or any person living with a Trustee or any person listed in (a) as their husband, wife or civil partner);

(c) a person carrying on business in partnership with a Trustee or any person listed in (a) or (b);

(d) an institution which is controlled (whether directly or through one or more nominees):

  (i) by the Trustee or by any person falling within (a), (b), (c) or (e), or

  (ii) by two or more persons falling within (d)(i) when taken together;

(e) a body corporate in which:

  (i) the Trustee or any connected person falling within (a), (b), (c), (d) or (f) has a substantial interest, or

  (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest.

(f) a Scottish partnership in which one or more of the partners is a Trustee, or a person falling within (a) or (b).

"**Custodian**" means a person or body who undertakes safe custody of assets or of documents or records relating to them;

"**electronic form**", "**electronic means**" and "**hard copy**" have the meaning set out at s.1168 of the Companies Act 2006;

"**Financial Expert**" means an individual, company or limited liability partnership who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"**financial year**" means the Charity's financial year;

"**HSA**" means the Humane Slaughter Association, a charitable incorporated organisation with charity registration number 1159690 and any successor entity in respect of which the Charity's Trustees are also trustees of that entity;

"**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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

"**Independent Examination**" means an examination of the Charity's accounts by an Independent Examiner;

"**Independent Examiner**" means an independent person who is reasonably believed by the Trustees to have the requisite ability and practical experience to carry out a competent examination of the Charity's accounts and who fulfils the requirements of the Charities Act;

"**Material Benefit**" means a benefit which may not be financial but has a monetary value;

"**Member**" and "**Membership**" refer to company membership of the Charity;

"**Model Articles**" means the model articles contained in schedule 2 of the Companies (Model Articles) Regulations 2008;

"**Nominee Company**" means a corporate body registered or having an established place of business in England and Wales;

"**Purpose**" means the purpose of the Charity as defined in Article 3;

"**OSCR**" means the Office of the Scottish Charity Regulator;

"**present in person**" includes being present virtually, for example via teleconference or video conference;

"**Secretary**" means the company secretary of the Charity;

"**Special Resolution**" means a resolution of the Members which requires a majority of not less than 75% of the eligible Members in accordance with the Companies Acts for it to be passed.

"**Taxable Trading**" means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Purpose, the profits of which are subject to corporation tax;

"**Trustee**" means a director of the Charity and "**Trustees**" means the directors;

"**Unconflicted Trustee**" means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon by the Trustees;

"**written**" or "**in writing**" refers to a legible document in hard copy or in electronic form;

"**year**" means calendar year.

17.2 Expressions defined in the Companies Acts have the same meaning in these Articles.

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