

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

BRITISH ASSOCIATION FOR MUSIC THERAPY

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COMPANY LIMITED BY GUARANTEE AND
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MEMORANDUM OF ASSOCIATION

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BRITISH ASSOCIATION FOR MUSIC THERAPY

We wish to be formed into a company under this Memorandum of Association

NAMES OF SUBSCRIBERS

Angela Harrison

Rachel Bell

Dated 1 July 2010

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

BRITISH ASSOCIATION FOR MUSIC THERAPY

1. NAME

The name of the Company is British Association for Music Therapy ("the Charity").

2. REGISTERED OFFICE

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

3. OBJECTS

The objects of the Charity are to promote for the public benefit the art and science of Music Therapy and the use and development of Music Therapy for children and adults with a wide range of needs, to advance education in Music Therapy, and to promote understanding of Music Therapy for the general public.

4. POWERS

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

- 4.1 to promote and maintain the highest standards of professional competence and practice among Music Therapists and act as an authoritative body for the purpose of consultation in matters of public and professional interest concerning music therapy;
- 4.2 to improve the quality and range of services that music therapists give;
- 4.3 to promote the improvement of education and training of music therapists and their efficiency and practice of Music Therapy;
- 4.4 to educate and train people in the art and science of Music Therapy;
- 4.5 to promote or carry out research and publish the results of such research;
- 4.6 to provide advice;
- 4.7 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;

- 4.8 to publish or distribute materials including The British Journal of Music Therapy;
- 4.9 to co-operate with other bodies including voluntary and public sector bodies;
- 4.10 to enter into any funding or other arrangement with any government or any other authority (national, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.11 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.12 to raise funds (but not by means of taxable trading);
- 4.13 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.14 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.15 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.16 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.17 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.18 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.19 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.20 to make grants or loans of money and to give guarantees;
- 4.21 to set aside funds for special purposes or as reserves against future expenditure;
- 4.22 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.23 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.24 to delegate the management of investments to a financial expert, but only on terms that:
 - 4.24.1 require the financial expert to comply with any investment policy (and any revision of that policy) set down in writing for the financial expert by the Trustees;

- 4.24.2 require the financial expert to report every transaction to the Trustees promptly;
- 4.24.3 require the financial expert to review the performance of the investments with the Trustees regularly;
- 4.24.4 entitle the Trustees to cancel the delegation arrangement at any time;
- 4.24.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a year;
- 4.24.6 require all payments to the financial expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
- 4.24.7 prohibit the financial expert from doing anything outside the powers of the Trustees;
- 4.25 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a financial expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.26 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.27 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any 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;
- 4.28 subject to Article 5, to employ paid or unpaid agents, staff or advisers;
- 4.29 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 4.30 to enter into contracts to provide services to or on behalf of other bodies;
- 4.31 to enter into any partnership or joint venture or to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.32 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.33 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.34 to do anything else within the law which promotes or helps to promote the Objects.

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

- 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 5.1.4 individual members and Trustees who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 5.2.1 as mentioned in Articles 4.27, 5.1.2, 5.1.3, 5.1.4 or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.2.3 an indemnity in respect of any liabilities Properly Incurred in running the Charity or otherwise against any Relevant Liability;
 - 5.2.4 payment to any company in which a Trustee has no more than a 1% shareholding; or
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 Any Trustee (or any person connected to a Trustee whose remuneration might result in a Trustee obtaining a material benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
- 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 5.4; and
 - 5.3.3 in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 5.4.1 declare an interest before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 withdraw during the vote and have no vote on the matter.
- 5.5 If a conflict of interest or a potential conflict of interest arises for a Trustee because of a duty or loyalty owed to another organisation or person and the conflict or potential conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may

authorise such a conflict or potential conflict of interest provided that:

5.5.1 the procedure in Article 5.4 is followed; and

5.5.2 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict or potential conflict of interest in the circumstances applying.

5.6 In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Trustees present at the meeting to constitute a quorum, the unconflicted Trustees present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 5.4 and the manner of dealing with the conflict, provided that:

5.6.1 they may only give such authorisation where they are satisfied that the conflicted Trustee or Trustees will not receive any direct or indirect benefit other than one permitted by these Articles; and

5.6.2 the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board.

5.7 In the event that all of the Trustees present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Trustees present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 5.6.1 and 5.6.2 above.

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

8. DISSOLUTION

8.1 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:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects; or

8.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

8.3 The body or bodies referred to in Article 8.1.1 will be chosen by the Trustees of the Charity at or before the time when the Charity is wound up or dissolved.

9. INTERPRETATION

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

10. MEMBERSHIP

10.1 The Charity must maintain a register of members in accordance with the Companies Acts.

10.2 Membership of the Charity is open to a person who (a) is a practising Music Therapist, (b) has been but is no longer practising as a Music Therapist, (c) has successfully completed a music therapy training approved by the Health Professions Council and is either not practising or is practising abroad, (d) has qualified to practise music therapy outside the UK and has a pending application for registration as a Music Therapist in the UK, or (e) is enrolled on a music therapy training course approved by the Health Professions Council who:

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

10.2.2 is approved by the Trustees;

10.2.3 fulfils any requirements for membership as set out in Regulations from time to time; and

10.2.4 signs the register of members or consents in writing to become a member personally.

10.3 The Trustees may in addition establish different classes of associate membership for others who are interested in promoting the Objects of the Charity with such description and with such privileges and duties as the Trustees see fit including setting the amounts of any subscriptions. The Trustees may admit and remove such associate members in accordance with Regulations made by the Trustees provided that any associate member shall not be a member of the Charity for the purposes of the Articles or the Act.

10.4 Membership is terminated if the member concerned:

10.4.1 gives written notice of resignation to the Charity;

10.4.2 dies or (in the case of an organisation) ceases to exist;

10.4.3 is more than six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due);

10.4.4 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);

10.4.5 is struck off the Health Professions Register or any successor thereto; or

10.4.6 ceases to be eligible to be a member.

10.5 Membership of the Charity is not transferable.

11. GENERAL MEETINGS

- 11.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 11.2 There is a quorum at a general meeting if the number of members present in person or by proxy is at least 5 per cent of the members.
- 11.3 The Chair or (if the Chair is unable or unwilling to do so) a Trustee presides at a general meeting.
- 11.4 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM must be held within 10 months after the end of the Charity's first financial year. When a national BAMT conference takes place, the AGM for that year should be held within the context of that event.
- 11.5 At an AGM the members:
 - 11.5.1 elect the Chair (who must be a Music Therapist), a trustee who is responsible for professional development and a trustee who is responsible for education and training and up to seven trustees without specific responsibilities;
 - 11.5.2 may remove the Chair if necessary through a majority vote;
 - 11.5.3 receive the accounts of the Charity for the previous financial year;
 - 11.5.4 receive the Trustees' report on the Charity's activities since the previous AGM;
 - 11.5.5 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 11.5.6 appoint auditors for the Charity; and
 - 11.5.7 may deal with any other business put before them.
- 11.6 Any general meeting which is not an AGM is a general meeting.
- 11.7 A general meeting may be called at any time by the Trustees.
- 11.8 A general meeting may be called on a written request to the Trustees from at least 5% of the members in accordance with the Companies Acts.
- 11.9 On receipt of a written request made pursuant to Article 11.8, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.
- 11.10 Without prejudice to the provisions of the Companies Acts the Charity may by ordinary resolution remove any Trustee before the expiration of his period of office and may by ordinary resolution appoint another suitably qualified person in his stead but any person so appointed shall hold his office only until the next AGM.

12. APPOINTMENT OF PROXIES

- 12.1 Proxies may only be validly appointed by a notice in writing which:
 - 12.1.1 states the name and address of the member appointing the proxy;

- 12.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 12.1.3 is signed by the member appointing the proxy or is authenticated in such manner as the Trustees may determine;
 - 12.1.4 is delivered to the Charity in accordance with Article 19.8; and
 - 12.1.5 is received by the Charity at least 48 hours before the meeting to which it relates.
- 12.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 12.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 12.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 12.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting; and
 - 12.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 12.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 18.8, a notice given by or on behalf of the member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

13. VOTING AT GENERAL MEETINGS

- 13.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 13.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 13.3 Subject to Article 13.4, every member present in person or by proxy has one vote on each issue.
- 13.4 A person who has been appointed as proxy for more than one member has only one vote on a show of hands.
- 13.5 A poll on a resolution may be demanded:
- 13.5.1 in advance of the general meeting where it is to be put to the vote; or
 - 13.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 13.6 A poll may be demanded by:
- 13.6.1 the Chair of the meeting;
 - 13.6.2 any Trustee;

- 13.6.3 two or more persons having the right to vote on the resolution; or
- 13.6.4 a person representing at least 10% of the total voting rights of all the members present at the meeting and having the right to vote on the resolution.
- 13.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the meeting consents to the withdrawal.
- 13.8 Polls will be taken whenever, and in such manner, as the Chair directs.
- 13.9 No poll may be demanded on the election of a chair of the meeting or on any questions of adjournment.
- 13.10 The Board may authorise the use of postal or electronic voting for the passing of any resolution by the members. In the event that the Board so authorises postal or electronic voting, it must inform the members that they have the right to choose to cast their votes by post or electronically. The Board may make regulations to regulate the use of postal or electronic voting.

14. WRITTEN RESOLUTIONS

- 14.1 Subject to Article 14.8, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 14.2 A written resolution may be proposed by the Trustees or by 5% or more of the members (on written request to the Trustees).
- 14.3 If the members exercise their right to propose a written resolution:
 - 14.3.1 they may also require the Charity to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution; and
 - 14.3.2 such members shall meet the costs of circulating the written resolution (and, where relevant, any accompanying statement), unless the Charity resolves otherwise.
- 14.4 The Trustees must circulate any proposed written resolution to all members, together with:
 - 14.4.1 any accompanying statement;
 - 14.4.2 guidance on how to signify agreement to the resolution; and
 - 14.4.3 the date by which the resolution must be passed if it is not to lapse subject to 14.7
- 14.5 A member signifies agreement to a proposed written resolution when the Charity receives from him an authenticated document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 14.6 Subject to Article 14.7, a written resolution is passed when:
 - 14.6.1 in the case of an ordinary resolution, a simple majority of the members have signified their agreement to it; and
 - 14.6.2 in the case of a special resolution, at least 75% of the members have signified their agreement to it.

- 14.7 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 14.8 The following may not be passed as a written resolution:
- 14.8.1 a resolution to remove a Trustee before his period of office expires; and
 - 14.8.2 a resolution to remove an auditor before his period of office expires.

15. THE TRUSTEES

- 15.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 15.2 The Board shall consist of not fewer than three persons but shall not be subject to any maximum. The members may by ordinary resolution elect;
- 15.2.1 the Chair (who must be a Music Therapist);
 - 15.2.2 a trustee who will be responsible for professional development;
 - 15.2.3 a trustee who will be responsible for education and training; and
 - 15.2.4 up to seven additional Trustees without specific responsibilities to the Board.
- 15.3 The subscribers to the Memorandum are the first Trustees of the Charity.
- 15.4 Any person who is willing to act as a Trustee of the Charity and is permitted to be so appointed by the law and the Articles, may be elected to be a Trustee by ordinary resolution of the members.
- 15.5 At the third AGM after his last election an elected Trustee shall retire. He shall be eligible to be re-elected for two further three year terms. No elected Trustee may serve for a period of more than nine years without a period of at least a year out of office. At the first three annual general meetings one-third of the elected Trustees shall retire. In the absence of agreement those to retire shall be selected by lot but shall be entitled to stand for re-election.
- 15.6 Any retiring Trustee who remains qualified to be elected may be re-elected at the same AGM.
- 15.7 A Trustee's term of office automatically terminates if he:
- 15.7.1 is disqualified under the Charities Acts from acting as a charity trustee;
 - 15.7.2 is incapable, whether mentally or physically, of managing his own affairs;
 - 15.7.3 is absent without permission from four consecutive meetings of the Trustees;
 - 15.7.4 resigns by three months' written notice to the Trustees (but only if at least three Trustees will remain in office); or
 - 15.7.5 is removed by resolution passed by at least 75 per cent of the Trustees present and voting at a Board meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 15.8 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.

- 15.9 The Trustees may allow such additional persons to attend Board meetings other than the Trustees as the Trustees in their discretion decide provided that such additional persons shall not be entitled to vote at Board meetings.
- 15.10 The Board may co-opt additional persons onto the Board at any time who shall hold office until the next annual general meeting unless they cease to be a Trustee prior to that by virtue of Article 15.7. A co-opted Trustee may be removed by the Board at any time and may not be co-opted more than nine times. For the avoidance of doubt, the Board shall not co-opt a trustee to fill the position of Chair, or to fill the trustee positions that are responsible for professional development, and education and training. In the event that a co-opted Trustee goes on to be elected by the members, for the purposes of the maximum terms of office referred to in Article 15.5 his initial appointment shall be the date on which he was first co-opted.

16. PROCEEDINGS OF TRUSTEES

- 16.1 The Trustees must hold at least three meetings each year.
- 16.2 A quorum at a meeting of the Trustees is three Trustees.
- 16.3 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.
- 16.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 16.5 Every issue may be determined by a simple majority of the votes cast at a meeting. A written resolution circulated to all the Trustees and approved by all the Trustees is as valid as a resolution passed at a meeting (and 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).
- 16.6 Except for the Chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 16.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

17. POWERS OF TRUSTEES

- 17.1 The Trustees have the following powers in the administration of the Charity:
- 17.1.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;
- 17.1.2 to appoint a Vice Chair from among their number;
- 17.1.3 to appoint a Treasurer and any other honorary officers from among their number;
- 17.1.4 to confer on any individual (with his or her consent) an honorary title;
- 17.1.5 to delegate any of their functions to committees consisting of two or more individuals appointed by them. The chair of any executive (decision-making) committee must be a Trustee. Any advisory (non-decision-making) committee created by the Trustees is not

required to have a Trustee amongst its number. All proceedings of committees should be reported promptly to the Trustees. The committee must conform to any Regulations that the Board imposes on it;

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

17.1.7 to exercise any powers of the Charity which are not reserved to a general meeting.

17.2 If the Trustees shall at any time be reduced in number to fewer than three it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees to fill vacancies in their body or to summon a general meeting but not for any other purpose.

18. RECORDS & ACCOUNTS

18.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

18.1.1 annual reports;

18.1.2 annual returns; and

18.1.3 annual statements of account.

18.2 The Trustees must keep proper records of:

18.2.1 all resolutions of members passed otherwise than at a general meeting;

18.2.2 all proceedings at general meetings;

18.2.3 all proceedings at meetings of the Trustees;

18.2.4 all reports of committees; and

18.2.5 all professional advice obtained.

18.3 The records referred to in Articles 18.2.1, 18.2.2 and 18.2.3 must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.

18.4 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.

18.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Charity's reasonable costs.

19. COMMUNICATION WITH MEMBERS

19.1 The Charity may validly send or supply any document (including any notice) or information to a member:

19.1.1 by delivering it by hand to the address recorded for the member in the register of

members;

19.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members;

19.1.3 by fax to a fax number notified by the member in writing;

19.1.4 by electronic mail to an email address notified by the member in writing; or

19.1.5 by means of a website the address of which has been notified to the member in writing;

in accordance with this Article 19.

19.2 The Charity may only send a document or information to a member by electronic mail:

19.2.1 where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and

19.2.2 to the address specified for that purpose by the member.

19.3 The Charity may send a document or information to a member via a website if the member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity communicating with him in that manner, provided that:

19.3.1 the request stated clearly what the effect of failure to respond would be;

19.3.2 when the request is sent to the member, at least 12 months have passed since the Charity last requested the member to agree to receive the same or a similar type of document or information via a website;

19.3.3 the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and

19.3.4 the Charity complies with the requirements of Articles 19.4 and 19.5.

19.4 When sending information or a document via a website, the Charity must notify each intended recipient of:

19.4.1 the presence of the document or information on the website;

19.4.2 the address of the website;

19.4.3 the place on the website where it may be accessed; and

19.4.4 how to access the document or information.

19.5 Where information or a document is sent to members via a website in accordance with this Article, the document or information must remain on the website:

19.5.1 in the case of notice of a general meeting, until after the general meeting has ended; and

19.5.2 in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 19.4.

- 19.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 19.6.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 19.6.2 two clear days after being sent by first class post to the relevant address;
 - 19.6.3 three clear days after being sent by second class or overseas post to the relevant address;
 - 19.6.4 on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with Article 19.4);
 - 19.6.5 on being handed to the Member personally; or if earlier
 - 19.6.6 as soon as the member acknowledges actual receipt.
- 19.7 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.
- 19.8 Members may validly send any notice or document to the Charity:
- 19.8.1 by post to
 - (a) the Charity's registered office; or
 - (b) any other address specified by the Charity for such purposes;
 - 19.8.2 to any fax number or email address provided by the Charity for such purposes.

20. REGULATIONS

- 20.1 The Board may from time to time make such Regulations as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.
- 20.2 The members have the power in a general meeting to alter, add to or repeal the Regulations.
- 20.3 The Trustees must adopt such means as they think sufficient to bring the Regulations to the notice of members and any associate members.
- 20.4 The Regulations shall be binding on all members and any associate members.
- 20.5 The Regulations may regulate the following matters but are not restricted to them:
- 20.5.1 The requirements for membership; the descriptions, privileges and duties of members; and the amounts of any subscriptions;
 - 20.5.2 The admission and removal of individuals to any classes of associate membership that may be established by the Trustees; the descriptions, privileges and duties of associate members; and the amounts of any subscriptions;
 - 20.5.3 The conduct of members and of any associate members in relation to one another, and to the Charity's employees and volunteers;

- 20.5.4 (a) The titles and roles of Trustees without specific responsibilities; and
 (b) the titles, roles and appointments of officers who are not Trustees;
- 20.5.5 The names, terms of reference and membership of committees;
- 20.5.6 The process whereby the Trustees or committees may consult members, any associated members and others;
- 20.5.7 The publication to members and any associate members of policy statements approved by the Trustees or committees;
- 20.5.8 The procedure at general meetings, meetings of Trustees and meetings of committees in so far as such procedure is not regulated by these Articles;
- 20.5.9 The process whereby committees shall report to the Trustees; and
- 20.5.10 Any other matter which the Trustees deem appropriate.

21. INTERPRETATION

21.1 In these Articles:

"AGM"	means an annual general meeting of the Charity;
"these Articles"	means these articles of association;
“authenticated document”	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Charity has no reason to doubt the truth of that statement);
“Board”	means the Board of Trustees;
"Chair"	means the Chair of the Trustees;
"the Charity"	means the company governed by these Articles;
“the Charities Acts”	means the Charities Acts 1992 1993 and 2006;
"charity trustee"	has the meaning prescribed by section 97(1) of the Charities Act 1993;
"clear days"	means the 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;

"the Companies Acts"	means the Companies Acts 1985 1989 and 2006 to the extent that they are for the time being in force;
"financial expert"	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;
"material benefit"	means a benefit which may or may not be financial but which has a monetary value;
"member" and "membership"	refer to membership of the Charity;
"month"	means calendar month;
"Music Therapist"	means a person who is registered as a music therapist on the register of health professionals held by the Health Professions Council or its successor from time to time.
"Music Therapy"	means using music to improve or maintain a person's physical, mental or emotional health or well being.
"the Objects"	means the Objects of the Charity as defined in Article 3;
"person connected to a Trustee"	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
"personal interest"	does not include (a) an interest held only in a fiduciary capacity (e.g. as a trustee of another charity) or (b) an interest in purchasing trustee indemnity insurance
"Properly Incurred"	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;

“Regulations”	any rules, standing orders or regulations made in accordance with these Articles;
“Relevant Liability”	<p>means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability</p> <ul style="list-style-type: none"> (a) to pay a criminal fine; (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising); (c) for defending criminal proceedings in which he is convicted; (d) for defending civil proceedings in which judgment is given against him; (e) in connection with an application for relief from the Court (under the Court’s power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief; <p>and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity;</p>
"Secretary"	means the Secretary of the Charity;
"taxable trading"	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;
"Trustee"	means a director of the Charity and "Trustees" means all of the directors;
"written" or "in writing"	refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;
"year"	means calendar year.

21.2 Expressions defined in the Companies Acts and Charities Acts have the same meaning in these Articles as long as this meaning is consistent with the subject or context.

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