

ARTICLES OF ASSOCIATION

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

1 Name:

The Companies name is Alternative Futures Group Limited (and in this document is called 'the Charity'.

2 Interpretation

In these Articles:-

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or a telephone number for receiving text messages in each case registered with the charity;

'the Articles' means these articles of association;

'Chair' means the chair of the Trustees;

'the Charity' means the company governed by these Articles;

'clear days' in relation to the period of a notice means a period excluding:

- o The day when the notice is given or deemed to be given; and
- o The day from which it is given or on which it is to take effect;

'the 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) insofar as they apply to the Charity;

'Conflicted Trustee' shall have the meaning given in Article 6.3

'Connected Person' means:

1. a child, parent, grandchild, grandparent, brother or sister of a Trustee;
2. the spouse or civil partner of a Trustee or of any person falling within 1 above
3. a person carrying on business in partnership with a Trustee or with any person falling within 1 or 2 above
4. an institution which is controlled by (a) a Trustee or any Connected Person within 1, 2 or 3 above, or (b) by two or more persons who fall within 4(a)

5. a body corporate in which (a) a Trustee or any Connected Person has a substantial interest; (b) two or more persons falling within 5 (a) who when taken together have a substantial interest; (c) sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in section 1168 of the Companies Act 2006

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;

'material benefit' means a benefit which may not be financial but has a monetary value;

'member' and 'membership' refer to membership of the Charity;

'month' means calendar month;

'the Objects' means the Objects of the Charity as defined in Article 4;

'officers' includes the directors and the secretary (if any);

'Relevant Trustee' means any Trustee or former Trustee of the charity;

'secretary' means any person appointed to perform the duties of 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 which are liable to tax;

'Trustee' has the meaning prescribed by section 177 of the Charities Act 2011;

'Trustee' means a director of the Charity and 'Trustees' means all of the directors;

Words importing one gender shall include all genders, and the singular includes the plural and vice versa;

Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts;

A reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Liability of members

3 The liability of the members is limited to a sum not exceeding £10, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- (1) payment of the Charity's debts and liabilities incurred before he, she or it ceases to be a member;
- (2) payment of the costs, charges and expenses of winding up; and
- (3) adjustment of the rights of the contributors among themselves

Objects

4 The Charity's objects ('Objects') are specifically restricted to the relief of people who are in need by reason of any disability arising from any physical or mental state, age, accident or as a result of any disease or infection or with learning disabilities, mental health and any other special needs, and to relieve the stresses and financial needs experienced by their families and carers through, but not limited to, the provision of accommodation, support and education and training.

5 Powers

The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular but in furtherance of the Objects but not otherwise the Charity may exercise the following powers:

- (i) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- (ii) to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011);
- (iii) to raise funds and to invite and receive contributions: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (iv) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (v) to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- (vi) to set aside funds for special purposes or as reserves against future expenditure;

- (vii) to engage and pay agents not being members of the Board of Trustees of the Charity ("the Board") and to make all reasonable and necessary provision for the payment of pensions and superannuation to and on behalf of employees, former employees and their widows and other dependants;
- (viii) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (ix) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (x) to deal in any intellectual property;
- (xi) to promote and carry out research;
- (xii) to purchase any premium in respect of any indemnity insurance to cover the liability of the members of the Board of Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence default, breach of trust or breach of duty of which they may be guilty in relation to the Charity; provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustee know to be a breach of trust or breach of duty or which was committed by the Trustee in reckless disregard of whether it was a breach of trust of duty or not provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustee in their capacity as Trustees of the Charity;
- (xiii) to make grants or loans of money and without prejudice to the generality of the foregoing to provide cross guarantees in respect of liabilities held by any subsidiary company within the Group or any company, charity or other organisation with whom AFG has entered into any arrangement or association.
- (xiv) To:
 - (a) Deposit or invest funds;
 - (b) Employ a professional fund manager or financial expert;
 - (c) Arrange for the investments or other property of the Charity to be held in the name of a nominee;in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000
- (xv) to provide advice;
- (xvi) to publish or distribute information;
- (xvii) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

- (xviii) to enter into contracts to provide services to or on behalf of other bodies;
- (xix) to give such undertakings and indemnities with such security as may be necessary in connection therewith to confirm fulfilment of any conditions relating to the application by the Charity of monies received by the Charity;
- (xx) To acquire, or merge or enter into partnership, consortium, joint venture or other association or arrangement with any person, firm, charity or company and to acquire the whole or any part of the assets or undertaking of any person, firm, charity or company;
- (xxi) to do all such other lawful things as are necessary for the achievement of the Objects.

6 Application of income and property

Benefits and Conflicts

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but subject to compliance with Article 6.4:
- (1) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - (2) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - (3) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other **Beneficiaries**; and
 - (4) Should the Trustees determine from time to time, the Chair of the Trustees may be paid such remuneration as is reasonable and necessary for the time expended on the Charity's business. Such remuneration (if any) shall be set by the Remuneration Committee of the Charity, and the Chair will be appraised annually in a process led by the Vice Chair (which may include an independent outside person recruited for this purpose).
- 6.2 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Charity Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 6.3 (1) If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other

provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

- (a) The conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) The conflicted Trustee does not vote on any such matter and is not counted when considering whether a quorum of Trustees is present at the meeting; and
- (c) The unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

(2) In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.

6.4 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (1) As mentioned in Articles 6.1 or 6.4;
- (2) Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) incurred in performance of duties as a Trustee of the Charity;
- (3) The benefit of **indemnity insurance** as permitted by the Charities Act;
- (4) An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (5) In exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

6.5 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.1(4) or 6.3(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (1) The goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- (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 6.4;
- (3) No more than half of the Trustees are subject to such a contract in any financial year.

- 6.6 Subject to Clause 6.7, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- (1) Declare the nature and extent of his or her interest before discussion begins on the matter;
 - (2) Withdraw from the meeting for that item after providing any information requested by the Trustees;
 - (3) Not be counted in the quorum for that part of the meeting; and
 - (4) Be absent during the vote and have no vote on the matter.
- 6.7 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- (1) Continue to participate in discussions leading to the making of a decision and/or to vote, or
 - (2) Disclose to a third party information confidential to the Charity, or
 - (3) Take any other action not otherwise authorized which does not involve the receipt by the Conflicted Trustee or a Connected person of any payment or material benefit from the Charity or from any other third party; or
 - (4) Refrain from taking any step required to remove the conflict.
- 6.8 This provision may be amended by special resolution, but where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7 Members

- 7.1 There shall be no maximum number of members. Membership of the Charity is open only to such individuals and organisations as the Trustees from time to time shall in their discretion admit to membership.
- 7.2 Every person or organisation that wishes to become a member shall deliver to the Board an application for membership in such form (and containing such information) as the Board shall determine and must be properly executed by the prospective member.
- 7.3 The Charity must maintain a register of members.

- 7.4 Membership of the Charity is not transferable.
- 7.5 Membership is terminated if the member concerned:
- 7.5.1 gives written notice of resignation to the Charity unless, after the resignation, there would be less than two members ;
 - 7.5.2 dies or (in the case of an organisation) ceases to exist;
 - 7.5.3 any sum due from the member to the Charity is not paid in full within six months of it falling due.
 - 7.5.4 is removed from membership by a resolution of Trustees that it is in the best interests of the Charity that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if;
 - (a) the member has been given at least twenty-one days notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is proposed;
 - (b) the member, or at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations at the meeting.
- 7.6 Membership of the Charity shall be for the benefit of the community and members shall be stewards holding their membership not for personal material benefit but as guardians of the Objects of the Charity and in the event of the dissolution of the Charity for application in accordance with Article 16.

8 General Meetings

- 8.1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative. Proxy forms must be delivered to the secretary at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 8.2 A general meeting may be called by shorter notice if it is so agreed by a majority of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 8.3 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.
- 8.4 Any organisation that is a member of the Charity must give written notice to the Charity of the name of its representative. The representative shall not be entitled to

represent the organisation at any meeting unless the notice has been received by the Charity. The representative may continue to represent the organisation until written notice to the contrary is received by the Charity. Any notice given to the Charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the representative has been properly appointed by the organisation.

8.5 There is a quorum at a general meeting if the number of members or proxies for members or authorised representatives present is at least 3 or one third of the members then in office, whichever is the greater. If:

(a) a quorum is not present within half an hour from the time appointed for the meeting; or

(b) during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the Trustees shall determine. The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

8.6 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

8.7 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.

8.8 Every member present in person or by proxy or through an authorised representative has one vote on each issue.

8.9 A written resolution agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members in accordance with the procedure set out in the Act is as valid as a resolution passed at a general meeting.

8.10 A General Meeting may be called at any time by the members and must be called within 28 days on a written request from at least 5 members.

9 The Trustees

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

9.2 The minimum number of Trustees shall be three and no more than twelve (or such other number as the Trustees may determine from time to time). All Trustees must be natural persons.

- 9.3 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 9.4 There shall be a trustee appointments committee, chaired by a nominated Trustee and comprising of at least the Chair, Vice Chair and the CEO. The trustee appointments committee shall make recommendations to the Board on the appointment of Trustees, the formal appointment of Trustees being a power reserved to the Board. Each Trustee shall be appointed to serve for a fixed term of no more than a period of three years. At the end of the first term a second term of up to three years may be offered subject to the needs of the Board. Where a third term appointment serves the needs of the Board an offer of a third appointment of up to three years may be made.

The chair is not eligible to sit beyond nine years from the date of their first appointment to the board. To facilitate effective succession planning and the development of a diverse board this period can be extended for a limited time, particularly in those cases where the chair was an existing Trustee on appointment. A clear explanation should be provided and documented by the Board.

The trustee appointments committee shall ensure there is an adequate skills assessment in place to inform any decision to recommend an appointment.

- 9.5 A Trustee's term of office automatically terminates if he or she:
- 9.5.1 is disqualified by virtue of sections 178 and 179 of the Charities Act 2011 from acting as a Charity Trustee;
 - 9.5.2 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
 - 9.5.3 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 9.5.4 is absent from three consecutive meetings of the Trustees without special leave of absence granted by the Trustees;
 - 9.5.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 9.5.6 is removed by resolution passed by at least two-thirds of the members present and voting at a general meeting or by written resolution signed by at least two-thirds of the members after the members have invited the views of the Trustee concerned and considered the matter in the light of any such views;
 - 9.5.7 reaches the end of their term of office;
 - 9.5.8 fails in his performance to discharge his duties as a Trustee satisfactorily;
 - 9.5.9 ceases to be a member of the Charity.

- 9.6 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.
- 9.7 All proceedings at Meetings shall be conducted under a Code of Conduct from time to time approved by the Board of Trustees which shall be strictly observed by all Trustees. Trustees shall:
- 9.7.1 attend all meetings of the Board and arrive on time and to personally advise the Chair should unforeseen circumstances give rise to lateness or prevent attendance;
 - 9.7.2 work effectively as a team by respecting each other and each member's personal contribution at meetings;
 - 9.7.3 recognise the added advantage of proactive discussion and challenge of others' views to ensure issues are discussed fully and decisions reached openly;
 - 9.7.4 be honest, open and positive at all meetings and be aware of each other's sensitivities;
 - 9.7.5 be committed to maximising effectiveness and efficiency of the meetings through the use of resources in the best possible way;
 - 9.7.6 value communication within the Board meetings and with each other;
 - 9.7.7 demonstrate a commitment to genuine communication and recognise the right of all staff and service users to know what is happening within the organisation and how they can influence change; and
 - 9.7.8 be prepared to be appraised from time to time as appropriate to their term of office.

10 Proceedings of Trustees

- 10.1 The Trustees must hold at least three meetings each year.
- 10.2 Any Trustee may call a meeting of the Trustees and the secretary (if any) must call a meeting of Trustees if requested to do so by a Trustee.
- 10.3 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 10.4 A quorum at a meeting of the Trustees is one third of the Trustees then in office or three Trustees whichever is the greater.

- 10.5 The Chair or (if the Chair is unable or unwilling to do so and there is in office a Vice Chair the Vice Chair or if the Vice Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by 75% of the Board 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).
- 10.7 Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.8 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 10.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 Powers of Trustees

- 11.1 The Trustees have the following powers in the administration of the Charity:
 - 11.1.1 the Trustees may appoint a Chair from among their number to hold office for periods of 3 years and subject to the provisions of article 9.4. Any retiring Chair may be re-elected subject to the limit set in article 9.4;
 - 11.1.2 to appoint (and remove) any member (who may be a Trustee) to act as secretary to the Charity in accordance with the Act. The Trustees may appoint a secretary (and remove) on a contract of employment provided that such a person is not a Trustee;
 - 11.1.3 to appoint a Vice Chair, Treasurer and other honorary officers from among their number. It shall be the decision of the Board as to who shall be appointed as Chief Executive on the recommendation as appropriate of any interviewing panel;
 - 11.1.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees) upon and subject to such terms of reference as the Trustees shall from time to time determine. Committees exercising delegated powers may further delegate specific functions to sub-committees, also consisting of two or more individuals appointed by the Committee (at least one member of which must be a Trustee and all proceedings of such a sub-

committee must be reported promptly to the Trustees) upon and subject to such terms of reference as the Trustees shall from time to time determine;

- 11.1.5 to delegate the day to day management of the Charity to a Chief Executive or other senior member of staff under written terms of reference such delegated authority to be exercised in accordance with any written instructions given from time to time by the Trustees;
- 11.1.6 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- 11.1.7 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 11.1.8 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity;
- 11.1.9 to establish procedures to assist the resolution of disputes within the Charity;
- 11.1.10 to exercise any powers of the Charity which are not reserved to a general meeting.

12 Validity of Trustees' decisions

12.1 Subject to article 12.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a director:

(a) who was disqualified from holding office;

(b) who had previously retired or who had been obliged by the constitution to vacate office;

(c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

(d) the vote of that Trustee; and

(e) that Trustee being counted in the quorum

the decision has been made by a majority of the directors at a quorate meeting.

12.2 Article 12.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for article 12.2, the resolution would have been void, or if the Trustee has not complied with article 6.2.

13 Records and Accounts

- 13.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 13.1.1 annual reports;
 - 13.1.2 annual returns; and
 - 13.1.3 annual statements of account.
- 13.2 The Trustees must keep proper records of:
- 13.2.1 all proceedings at general meetings;
 - 13.2.2 all proceedings at meetings of the Trustees;
 - 13.2.3 all reports of committees; and
 - 13.2.4 all professional advice obtained.
- 13.3 The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice
- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

14 Means of Communication to be used

- 14.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means.
- 14.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 14.3 In line with section 1147 of the Companies Act, any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 14.3.1 two clear days after being sent by first class post to that address;
 - 14.3.2 48 hours after being sent by electronic means or delivered by hand to the relevant address;

- 14.3.3 three clear days after being sent by second class or overseas post to that address;
 - 14.3.4 on the date of publication of a newspaper containing the notice;
 - 14.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
 - 14.3.6 as soon as the member acknowledges actual receipt.
 - 14.3.7 by placing the notice on a website and providing the person with notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting.
- 14.4 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.

15 Indemnity

- 15.1 The Charity shall indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

16 Dissolution

- 16.1 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.