

Company number 00515297

Charity number 207812

COMPANIES ACT 2006

---

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION  
OF  
ELIZABETH FINN CARE

---

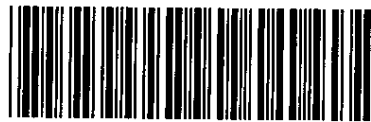
(Amended by Special Resolutions dated 3<sup>rd</sup> November 1999,  
1<sup>st</sup> November 2000, 25<sup>th</sup> May 2004, 4<sup>th</sup> October 2005,  
23<sup>rd</sup> April 2007, 16<sup>th</sup> July 2009, 10<sup>th</sup> December 2013 and 23<sup>rd</sup> July 2019)

---

Incorporated on the 19th day of January 1953

---

FRIDAY



A25 \*A8BZHKJN\* #193  
16/08/2019  
COMPANIES HOUSE

FARRER & Co

## Table of Contents

|     |  |    |
|-----|--|----|
| 1.  | NAME                                       | 1  |
| 2.  | INTERPRETATION (PART 1)                    | 1  |
| 3.  | REGISTERED OFFICE                          | 1  |
| 4.  | OBJECTS                                    | 1  |
| 5.  | POWERS                                     | 2  |
| 6.  | BENEFITS TO TRUSTEES                       | 3  |
| 7.  | THE TRUSTEES                               | 4  |
| 8.  | PROCEEDINGS OF TRUSTEES                    | 5  |
| 9.  | POWERS OF TRUSTEES                         | 6  |
| 10. | MEMBERSHIP                                 | 7  |
| 11. | GENERAL MEETINGS                           | 7  |
| 12. | VOTING AT GENERAL MEETINGS                 | 8  |
| 13. | WRITTEN RESOLUTIONS OF THE MEMBERS         | 8  |
| 14. | COMMUNICATION WITH MEMBERS                 | 9  |
| 15. | CHIEF EXECUTIVE AND DEPUTY CHIEF EXECUTIVE | 10 |
| 16. | COMPANY SECRETARY                          | 10 |
| 17. | RECORDS AND ACCOUNTS                       | 10 |
| 18. | INDEMNITY                                  | 10 |
| 19. | LIMITED LIABILITY                          | 10 |
| 20. | GUARANTEE                                  | 11 |
| 21. | DISSOLUTION                                | 11 |
| 22. | INTERPRETATION (PART 2)                    | 11 |

COMPANIES ACT 2006

---

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION  
OF  
ELIZABETH FINN CARE

---

1. **NAME**

The name of the Company is ELIZABETH FINN CARE (hereinafter called **the Association**).

2. **INTERPRETATION (PART 1)**

The interpretation provision in Article 22 shall apply and the emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 22.

3. **REGISTERED OFFICE**

The registered office of the Association is to be in England.

4. **OBJECTS**

- 4.1 The objects of the Association (**the Objects**) are to relieve and assist, in such ways as the **Trustees** think fit (but without regard to religious or political affiliation) residents or nationals of the United Kingdom or the Republic of Ireland:-

4.1.1 who are from a professional or similar background and who are suffering from old age, infirmity, disablement or financial need; or

4.1.2 who are otherwise in conditions of need, hardship or distress.

- 4.2 In furtherance of the Objects (but not otherwise), the Trustees shall have regard where possible to the relief from social isolation and the preservation of independence, dignity and choice of lifestyle of those who may benefit under Article 4.1.

## 5. POWERS

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

- 5.1 To establish and maintain residential homes or other establishments for beneficiaries.
- 5.2 To make grants, loans and provide other forms of financial assistance for beneficiaries.
- 5.3 To provide or facilitate the provision of items, services or facilities for beneficiaries.
- 5.4 To promote or carry out research.
- 5.5 To provide or distribute information or advice.
- 5.6 To co-operate with other bodies.
- 5.7 To support, administer or set up other charities.
- 5.8 To raise funds (but not by means of **taxable trading**).
- 5.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 5.10 To acquire or hire property of any kind.
- 5.11 To carry out building works.
- 5.12 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 5.13 To set aside funds for special purposes or as reserves against future expenditure.
- 5.14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert** and having regard to the suitability of investments and the need for diversification).
- 5.15 To delegate the management of investments to a Financial Expert, but only on terms that:
  - 5.15.1 the investment policy is set down **In Writing** for the Financial Expert by the Trustees;
  - 5.15.2 every transaction is reported to the Trustees;
  - 5.15.3 the performance of the investments is reviewed regularly with the Trustees;
  - 5.15.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 5.15.5 the investment policy and the delegation arrangement are reviewed at least once a **year**;
  - 5.15.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified to the Trustees; and

- 5.15.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 5.16 To arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required.
- 5.17 To insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association.
- 5.18 To insure the Trustees and other **Committee Members** 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 or Committee Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
- 5.19 Subject to Article 6, to employ paid or unpaid agents, staff or advisers.
- 5.20 To enter into contracts or provide services to or on behalf of other bodies.
- 5.21 To set up subsidiary companies to assist or act as agents for the Association.
- 5.22 To do anything else within the law which promotes or helps to promote the Objects.

Provided that no power may be exercised so as to make the Association a Trade Union.

## **6. BENEFITS TO TRUSTEES**

- 6.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the **members** of the Association.
- 6.2 Trustees must not receive any payment of money or other **Material Benefit** (whether directly or indirectly) from the Association but:
- 6.2.1 Trustees may be paid interest at a reasonable rate (not exceeding 5 per cent per annum) on money lent to the Association;
- 6.2.2 Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Association;
- 6.2.3 payment of premiums for indemnity insurance for any act or default of any Trustee may be made except that such insurance shall not extend to indemnification against liability for any neglect, wilful or criminal wrongdoing or default.
- 6.2.4 Trustees may receive reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association;
- 6.2.5 Trustees may receive an indemnity in respect of any liabilities **Properly Incurred** in running the Association (including the costs of a successful

defence to criminal proceedings) or otherwise against any **Relevant Liability** to the extent permitted by the **Act**;

6.2.6 subject to Article 6.3, payment to any company may be made in which a Trustee has no more than a one per cent shareholding; or

6.2.7 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).

6.3 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 Association to supply goods or services in return for a payment or other Material Benefit but only if

6.3.1 the goods or services are actually required by the Association;

6.3.2 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 by the Trustees in accordance with the procedure in Article 8.8; and

6.3.3 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) in any financial year.

## **7. THE TRUSTEES**

7.1 The Trustees as charity trustees have control of the Association and its property and funds.

7.2 The Trustees shall be not less than seven and not more than 15 individuals, all of whom must be members of the Association.

7.3 Any person who is willing to act both as a Trustee and a member of the Association and is permitted to be so appointed by the law and these **Articles**, may be appointed, by a resolution of the Trustees, to be a Trustee.

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

7.5 Subject to earlier termination under Article 7.7, Trustees shall be appointed for a term of office of four years, unless otherwise determined by the Board.

7.6 Any retiring Trustee who remains qualified may be re-appointed by resolution of the Trustees, provided that no Trustee may be re-appointed under this Article for more than two consecutive terms of office unless:

7.6.1 a Trustee is appointed as Chairman pursuant to Article 9.1 and his or her second term of office expires during the period when he or she is Chairman; or

7.6.2 there are exceptional circumstances (as determined by the Board of Trustees),

and where Articles 7.6.1 or 7.6.2 apply, a Trustee may be re-appointed for one additional term of office of four years.

- 7.7 A Trustee's term of office automatically terminates immediately if he or she:
- 7.7.1 is disqualified under the Charities Act from acting as a charity trustee;
  - 7.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 7.7.3 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Association before the next Trustees' meeting);
  - 7.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 7.7.5 is removed by a decision approved by at least 50% of all the Trustees after the Board of Trustees has invited the views of the Trustee concerned and considered the matter in the light of any such views; or
  - 7.7.6 has not attended at least 60% of the meetings of the Trustees during the preceding 12 month period, unless determined otherwise by a majority decision of the Trustees.
- 7.8 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.

## **8. PROCEEDINGS OF TRUSTEES**

- 8.1 The Board of Trustees must meet at least four times a year and following the written request of at least four of the Trustees and may meet at other times.
- 8.2 A quorum at a meeting of the Trustees is three Trustees.
- 8.3 The Chairman shall preside at each meeting, unless he is unable or unwilling to do so, in which case the Deputy Chairman shall preside at the meeting. In the event that both the Chairman and Deputy Chairman are either unable or unwilling to preside some other Trustee chosen by the Trustees present shall preside at the meeting.
- 8.4 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- 8.4.1 the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
  - 8.4.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 8.5 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

- 8.6 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 8.7 The Trustees may act notwithstanding any vacancy in their body provided always that in case the Trustees shall at any time be reduced in number to less than the minimum number it shall be lawful for them to act as the Board of Trustees for the purpose of filling up vacancies in their body or of summoning a general meeting but not for any other purpose.
- 8.8 Whenever a Trustee or other Committee Member has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee he or she must:
- 8.8.1 declare an interest as or before discussion begins on the matter;
  - 8.8.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 8.8.3 not be counted in the quorum for that part of the meeting; and
  - 8.8.4 withdraw during the vote and have no vote on the matter.
- 8.9 If a conflict of interests arises for a Trustee and the conflict is not authorised by Article 8.10, the unconflicted Trustees may authorise such a conflict of interests provided that:
- 8.9.1 the procedure in Article 8.8 is followed;
  - 8.9.2 authorisation will not result in any direct or indirect Material Benefit being conferred on any Trustee or any Person Connected to a Trustee; and
  - 8.9.3 the unconflicted Trustees consider it is in the best interests of the Association to authorise the conflict of interest in the circumstances.
- 8.10 Conflicts of interest which arise in relation to benefits allowed under Article 6 are authorised automatically and need not be separately authorised pursuant to Article 8.9.

## **9. POWERS OF TRUSTEES**

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

- 9.1 To appoint or remove a Chairman, Deputy Chairman, Honorary Treasurer and other honorary officers from among their number. The term of office for the Chairman, Deputy Chairman, Honorary Treasurer and other honorary offices shall be determined by the Board of Trustees from time to time.
- 9.2 To delegate any of their functions to committees consisting of such persons as are approved by the Trustees (and who may be removed by the Trustees) provided that at least two members of a committee shall be Trustees, one of whom shall be the chairman of the committee. All proceedings of committees must be reported promptly to the Trustees provided that the meetings and proceedings of any such committees shall be governed by the regulations governing the meetings of the Trustees (so far as they are relevant) or by regulations laid down by the Trustees and that all proceedings of such committees shall be recorded in proper minutes signed by the chairman of the committee.



- 9.3 To make Standing Orders consistent with these Articles and the Act to govern proceedings at general meetings including provisions as to proxy voting.
- 9.4 To make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees.
- 9.5 To make Regulations consistent with these Articles and the Act to govern the administration of the Association.
- 9.6 To establish procedures to assist the resolution of disputes within the Association.
- 9.7 To exercise any powers of the Association which are not reserved to a general meeting.

## **10. MEMBERSHIP**

- 10.1 The Association must maintain a register of members.
- 10.2 Membership of the Association is open only to the Trustees. Every member shall sign the register of members or consent in writing to become a member.
- 10.3 The Board of Trustees may establish different classes of non-voting, informal "membership", which shall not amount to membership of the Association, and prescribe their respective methods of application and resignation, privileges and duties, and the amount of any subscription, for such informal members.
- 10.4 Persons who were life members or subscribing members immediately before 25<sup>th</sup> May 2004 shall cease on that date to be members of the Association.
- 10.5 Membership of the Association is terminated if the member concerned:
  - 10.5.1 gives written notice of resignation to the Association;
  - 10.5.2 dies; or
  - 10.5.3 ceases to be a Trustee.
- 10.6 Membership of the Association is not transferable.

## **11. GENERAL MEETINGS**

- 11.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 **Clear Days'** Written notice specifying the business to be discussed except that with the consent of 90% of the members entitled to attend general meetings, such meetings may be convened by such notice as those members think fit.
- 11.2 There is a quorum at a general meeting if the number of members present in person or by proxy is at least seven.
- 11.3 The Chairman shall preside at each general meeting, unless he is unable or unwilling to do so, in which case the Deputy Chairman shall preside at the general meeting. In the event that both the Chairman and Deputy Chairman are either unable or unwilling to preside some other Trustee chosen by the Trustees present shall preside at the general meeting.

- 11.4 A general meeting may be called at any time by the Trustees and must be called within 21 days on a written request from at least 5% of the members.

## **12. VOTING AT GENERAL MEETINGS**

- 12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 12.2 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
- 12.3 Subject to Article 12.4, every member present in person or by proxy has one vote on each issue save for the chairman of the meeting who shall have a second or casting vote.
- 12.4 A person who has been appointed as proxy for more than one member has only one vote on a show of hands.
- 12.5 A poll on a resolution may be demanded:
- 12.5.1 in advance of the general meeting where it is to be put to the vote; or
  - 12.5.2 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.
- 12.6 A poll may be demanded by any member.
- 12.7 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **13. WRITTEN RESOLUTIONS OF THE MEMBERS**

- 13.1 Subject to Article 13.2, an **Ordinary Resolution In Writing** agreed by a simple majority (or in the case of a **Special Resolution** by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a **Special Resolution** by a majority of not less than 75%) of members has signified its agreement to the resolution in an **Authenticated Document** which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more members have signified their agreement.
- 13.2 The following may not be passed as a written resolution and any such resolutions may only be passed by the members at a general meeting:
- 13.2.1 a resolution to remove a Trustee before his period of office expires pursuant to Section 168 of the Act; and
  - 13.2.2 a resolution to remove an auditor before his period of office expires pursuant to Section 510 of the Act.

## **14. COMMUNICATION WITH MEMBERS**

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

- (a) by delivering it by hand to the address recorded for the member in the register of members;
- (b) 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;
- (c) by fax to a fax number notified by the member In Writing;
- (d) by electronic mail to an email address notified by the member In Writing; or
- (e) by means of a website the address of which has been notified to the member In Writing;

in accordance with this Article 14.

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

- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;
- (b) two Clear Days after being sent by first class post to the relevant address;
- (c) three Clear Days after being sent by second class or overseas post to the relevant address;
- (d) 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);
- (e) on being handed to the member personally; or if earlier
- (f) as soon as the member acknowledges actual receipt.

14.3 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.

14.4 Members may validly send any notice or document to the Association:

- (a) by post to
  - (i) the Association's registered office; or
  - (ii) any other address specified by the Association for such purposes;
- (b) to any email address provided by the Association for such purposes.

**15. CHIEF EXECUTIVE AND DEPUTY CHIEF EXECUTIVE**

The Board of Trustees shall from time to time appoint a Chief Executive on such terms as they think fit and may appoint a Deputy Chief Executive on such terms as they think fit.

**16. COMPANY SECRETARY**

The Trustees may appoint a Company Secretary, who may be a Trustee or employee of the Association.

**17. RECORDS AND ACCOUNTS**

- 17.1 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 Commission of:

17.1.1 annual reports;

17.1.2 annual returns;

17.1.3 annual statements of account.

- 17.2 The Trustees must keep proper records of

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

17.2.2 all proceedings at general meetings;

17.2.3 all proceedings at meetings of the Trustees;

17.2.4 all reports of committees; and

17.2.5 all professional advice obtained.

- 17.3 The records referred to in Articles 17.2.1, 17.2.2 and 17.2.3 must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.

- 17.4 Accounting records relating to the Association must be made available for inspection by any Trustee at any reasonable time during normal office hours.

- 17.5 A copy of the Association's latest available statement of account must be supplied on request to any member, or to any other person who makes a written request and pays the Association's reasonable costs, within two months.

**18. INDEMNITY**

The Trustees shall be indemnified by the Association in respect of liabilities Properly Incurred in running the Association (including the costs of a successful defence to criminal proceedings) or otherwise against any Relevant Liability to the extent permitted by the Act

**19. LIMITED LIABILITY**

The liability of members is limited.

## **20. GUARANTEE**

Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of contributories among themselves, such amount as may be required not exceeding One Pound.

## **21. DISSOLUTION**

21.1 If the Association 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:

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

21.1.2 directly for the Objects or charitable purposes that fall within the Objects; or

21.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance, provided that this shall be for purposes that fall within the Objects.

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

## **22. INTERPRETATION (PART 2)**

22.1 In these Articles:

**The Act** means the Companies Act 2006

**Articles** means these articles of association;

**Association** means the company governed by the Articles;

**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 Association (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement);

**Chairman** means the chairman of the Trustees;

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

**charity trustee** has the meaning prescribed by section 177 of the Charities Act;

|                                      |  |
|--------------------------------------|--|
| <b>Clear Days</b>                    | means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;   |
| <b>Commission</b>                    | means the Charity Commission for England and Wales;  |
| <b>Committee Member</b>              | means a member of a Committee that is established pursuant to Article 9.2;   |
| <b>Financial Expert</b>              | 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;  |
| <b>Material Benefit</b>              | means a benefit which may or may not be financial but which has a monetary value;  |
| <b>member and membership</b>         | refer to membership of the Association;  |
| <b>month</b>                         | means calendar month;  |
| <b>Objects</b>                       | means the objects of the Association set out in Article 4;   |
| <b>Ordinary Resolution</b>           | means a resolution of the members that is passed by a simple majority;   |
| <b>Person Connected to a Trustee</b> | means: <ul style="list-style-type: none"> <li>(a) a child, parent, grandchild, grandparent, brother or sister of a Trustee;</li> <li>(b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a);</li> <li>(c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b);</li> <li>(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);</li> <li>(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);</li> </ul> |

|                              |   |
|------------------------------|---|
| <b>Properly Incurred</b>     | means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Association;   |
| <b>Relevant Liability</b>    | <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"> <li>(a) to pay a criminal fine;</li> <li>(b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);</li> <li>(c) for defending criminal proceedings in which he is convicted;</li> <li>(d) for defending civil proceedings in which judgment is given against him;</li> <li>(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;</li> </ul> <p>and for the avoidance of doubt, does not include any liability of the Trustee towards the Association;</p> |
| <b>Special Resolution</b>    | means a resolution of the members that is passed by a majority of 75% or more;  |
| <b>Taxable Trading</b>       | 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;  |
| <b>Trustee</b>               | means a director of the Association and <b>Trustees</b> or <b>Board of Trustees</b> means all of the directors unless the context requires otherwise;   |
| <b>Written or In Writing</b> | refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;   |
| <b>year</b>                  | means calendar year.  |

- 22.2 Expressions defined in the Act have the same meaning, except where the context requires otherwise.
- 22.3 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.
- 22.4 Articles 4, 6, 18 and 21 shall not be amended without the prior written consent of the Commission, unless the proposed amendments are permitted without such prior written consent.
- 22.5 Article 4 shall not be amended without obtaining the prior written consent of the Office of the Scottish Charity Regulator and the provision of not less than 42 days' notice of the proposal to make the amendments.
- 22.6 The model articles of association in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Association.