

Company number 02651777

**The Companies Act 2006**

**Company limited by guarantee**

**UK Community Foundations ('the Company')**

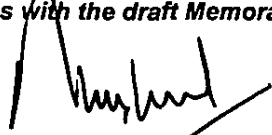
**Certificate of Passing Special Resolution**

It is hereby certified that at an annual general meeting of the Company held at 3 30 pm on 16 November 2016 at Goldman Sachs International, River Court, 120 Fleet Street, London, EC4A 2BB, England, the following resolutions were duly passed as special resolutions

**SPECIAL RESOLUTIONS**

- 1 *It is hereby resolved by way of special resolution that the draft Articles of Association presented to the meeting be and are hereby approved and adopted as the Articles of Association of UK Community Foundations in substitution for and to the exclusion of all existing Articles of Association of UK Community Foundations.*
2. *It is hereby resolved by way of special resolution that the existing Memorandum of Association of UK Community Foundations be amended and restated such that it conforms with the draft Memorandum of Association presented to the meeting.*

Signature



Name

DAVID SHEEPHANKS

Position

CHAIRMAN UKCF

Date

23/01/17

11/2/17

038

THURSDAY



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26/01/2017

#23

COMPANIES HOUSE

(Company No 02651777)

# **The Companies Act 2006**

## **Memorandum**

**and**

## **Articles of Association**

**of**

## **UK Community Foundations**

**Incorporated on 7 October 1991**

**As amended on 2<sup>nd</sup> December 1993, 17<sup>th</sup> July 1996, 21<sup>st</sup> October 1998, 19<sup>th</sup> January 2000, 27<sup>th</sup> April 2001, 23<sup>rd</sup> April 2003, 17 November 2010, 19 March 2013 and 16 November 2016.**



**Bates Wells Braithwaite**

10 Queen Street Place, London EC4R 1BE  
[www.bwbllp.com](http://www.bwbllp.com)

**COMPANIES ACT OF 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**UK COMMUNITY FOUNDATIONS**

### Subscribers

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association

Signatures, addresses and occupations of Subscribers

---

T P Dune  
7 Gatesgarth  
Wrington  
Nr Bristol

George Hepburn  
High Mickley House  
Stocksfield  
Northumberland NE43 7LO

---

Dated this 10th day of July 1991

Witness to the above signatures

Name	W Olsall
Address	126 Abbey Road Westbury on Trym Bristol BS9 3RB
Occupation	Chief Executive's Assistant

Name	J Young
Address	30 Bywell Gdns Lobley Hill Gateshead Tyne & Wear NE11 DAY
Occupation	Secretary

**COMPANIES ACT OF 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**UK COMMUNITY FOUNDATIONS**

**1 Name**

The name of the Company is UK Community Foundations (the "Charity")

**2 Registered Office**

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

**3 Objects**

3 1 The objects of the charity are

3 1 1 to promote and improve the efficiency and effectiveness of community foundations in direct pursuit of their objects in such manner as may be thought fit and in particular by raising and distributing funds for application for the general purposes of such foundations

3 1 2 to advance education of the public in the work of such foundations

3 1 3 to promote other exclusively charitable purposes of benefit to the community, (the "Objects")

3 2 "UK Community Foundations" means a foundation established for the provision of grants for charitable purposes related to the needs of a defined community

**4 Powers**

4 1 The Charity has the following powers, which may be exercised only in promoting the Objects

4 1 1 To promote or carry out research,

4 1 2 To provide advice,

4 1 3 To publish or distribute information,

4 1 4 To co-operate with other bodies,

4.1 5 To support, administer or set up other charities,

4 1 6 To raise funds (but not by means of taxable trading),

4 1 7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011),

- 4 1 8 To acquire or hire property of any kind,
- 4 1 9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 4 1 10 To make grants or loans of money and to give guarantees,
- 4 1 11 To set aside funds for special purposes or as reserves against future expenditure,
- 4 1 12 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),
- 4 1 13 To delegate the management of investments to a financial expert, but only on terms that
- (a) the investment policy is set down in writing for the financial expert by the Trustees,
  - (b) every transaction is reported promptly to the Trustees,
  - (c) the performance of the investments is reviewed regularly with the Trustees,
  - (d) the Trustees are entitled to cancel the delegation arrangement at any time,
  - (e) the investment policy and the delegation arrangement are reviewed at least once a year,
  - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt,
  - (g) the financial expert must not do anything outside the powers of the Trustees,
- 4 1 14 To arrange for investments or other property of the Charity 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,
- 4 1 15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 1 16 Subject to Article 5, to employ paid or unpaid agents, staff or advisers,
- 4 1 17 To enter into contract to provide services to or on behalf of other bodies,
- 4 1 18 To establish subsidiary companies to assist or act as agents for the Charity, and
- 4 1 19 To do anything else within the law which promotes or helps to promotes 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 member organisations may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
- 5 1 2 member organisations may be paid interest at a reasonable rate on money lent to the Charity,
- 5 1 3 member organisations may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- 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 clauses 5 1 2, 5 1 3 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 (including the costs of a successful defence to criminal proceedings),
  - 5 2 4 payment to any company in which a Trustee has no more than a 1 percent shareholding,
  - 5 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission)
- 5 3 Any Trustee (or any firm or company of which a Trustee is a member or employee) 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 clause 5 4,
  - 5 3 3 no more than one half of the Trustees are subject to such a contract in any financial year
- 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 at or 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,
  - 5 4 4 withdraw during the vote and have no vote on the matter
- 5 5 This clause may not be amended without the prior written consent of the Commission

## **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 £1 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 after consultation with the Members

8 1 2 directly for the Objects or charitable purposes within or similar to the Objects,

8 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

## **9 Membership**

9 1 The number of Members with which the company proposes to be registered is unlimited

9 2 The Charity must maintain a register of Members

9 3 Membership of the Charity is open to any organisation which

9 3 1 applies to the Charity in the form required by the Trustees,

9 3 2 satisfies the Board of Trustees that their objects, powers, activities and methods conform to the UK Community Foundations Quality Accreditation criteria defining an effectively managed community foundation (as defined by the Trustees from time to time),

9 3 3 is approved by the Trustees, and

9 3 4 signs the register of Members or consents in writing to become a Member through an authorised representative

9 4 The Board may admit as an Associate member of the Charity any organisation seeking to develop into a UK Community Foundations as defined by the Board, or that wants to remain associated with UK Community Foundations having previously been in Membership and may remove such an Associate member, provided that no such Associate members shall be Members of the Charity for the purposes of the Articles or the Act and that any rights granted to them from time to time may be amended or removed by special resolution of the Members

9 5 Associates shall be entitled to attend and speak at general meetings of the Charity but shall not be entitled to vote

- 9 6 The Trustees may establish classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions as they in their absolute discretion may determine
- 9 7 Membership is terminated if the Member concerned
- 9 7 1 gives written notice of resignation to the Charity, or
- 9 7 2 ceases to exist, or
- 9 7 3 is six months in arrears in paying the relevant subscription and the Trustees resolve Membership should be terminated (but in such a case the Member may be reinstated on payment of the amount due), or
- 9 7 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), or
- 9 7 5 fails to apply for and be assessed under the Accreditation process by the relevant date,
- 9 7 6 applies for, but fails to obtain, Accreditation and does not obtain Accreditation within two years of the date it was first advised in writing of such failure to obtain Accreditation, or
- 9 7 7 applies for and obtains Accreditation but such Accreditation is subsequently withdrawn in accordance with the processes agreed by the Trustees and the Member does not then subsequently obtain Accreditation within two years of its having been withdrawn
- 9 8 If Membership is terminated pursuant to Article 9 7 5, 9 7 6 or 9 7 7, unless the Trustees otherwise determine in the resolution terminating such Membership, the relevant Member will be offered Associate status
- 9 9 Membership of the Charity is not transferable
- 10 **General Meetings**
- 10 1 Members are entitled to attend general meetings by an authorised representative or by proxy General meetings are called on at least 14 clear days written notice specifying the business to be discussed
- 10 2 There is a quorum at a general meeting if the number of Members personally present or represented by proxy is at least 30 per cent
- 10 3 The President or (if the President is unable or unwilling to do so) the Chair or some other authorised representative of a Member elected by those present presides as chair at a general meeting
- 10 4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast

- 10 5 Except for the chair of the meeting, who has a casting vote, every Member present through an authorised representative or by proxy has one vote on each issue
- 10 6 The instrument appointing a proxy shall be in writing under the hand of the authorised representative of a Member
- 10 7 The instrument appointing the proxy shall be deposited at the registered office of the Charity or at such other place within the United Kingdom as is specified for the purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid
- 10 8 An instrument appointing a proxy shall be in the following form or as near thereto as circumstances admit
- "UK Community Foundations"*
- I, \_\_\_\_\_, being the authorised representative of (member foundation) hereby appoint [ ] of [ ] as my proxy to vote for me on my behalf at the (Annual/Extraordinary, as the case may be) General Meeting to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof
- Signed this day of \_\_\_\_\_
- 10 9 This instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll
- 10 10 Postal voting will be permitted
- 10 11 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, Members may pass a valid resolution without a meeting being held, but for the resolution to be valid
- 10 11 1 it must be in writing,
- 10 11 2 in the case of a special resolution it must be stated on the resolution that it is a special resolution, and it must be signed by at least 75 per cent of all those Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings,
- 10 11 3 in the case of an ordinary resolution it must be signed by a majority of all those Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings,
- 10 11 4 it may consist of two or more documents in identical form signed by Members, and
- 10 11 5 the passing of the resolution must comply with any other requirements of the law from time to time
- 10 11 6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it

- 10 11 7 A written resolution passed in accordance with this Article 10 11 has effect as if passed by the Charity in general meeting
- 10 12 The Charity must hold an AGM in every year which all Members are entitled to attend
- 10 13 At an AGM the Members
  - 10 13 1 receive the accounts of the Charity for the previous financial year,
  - 10 13 2 receive the Trustees' report on the Charity's activities since the previous AGM,
  - 10 13 3 accept the retirement of these Trustees who wish to retire or who are retiring by rotation,
  - 10 13 4 elect persons to be Trustees to fill the vacancies arising,
  - 10 13 5 appoint auditors for the Charity,
  - 10 13 6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity, and
  - 10 13 7 discuss and determine any issues of policy or deal with any other business put before them
- 10 14 Any general meeting which is not an AGM is an EGM
- 10 15 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least 5 per cent of the Membership
- 11 The Trustees**
  - 11 1 The Trustees as charity trustees have control of the Charity and its property and funds
  - 11 2 The Board of Trustees shall comprise
    - 11 2 1 up to twelve Elected Trustees who are representatives of Members, and
    - 11 2 2 up to six co-opted Trustees
  - 11 3 The twelve Elected Trustees will be elected as follows
    - 11 3 1 All representatives of Members standing for membership of the Board must be nominated by a Member in writing and the nomination must reach the Secretary at least 14 days before the AGM. Should the number of nominations exceed the number of vacancies, Members will be informed with the notification for the AGM of the names of the nominees and such details as the Board shall specify. Members shall vote for the Elected Trustees at the AGM. The election shall be held by such methods and in accordance with such procedures as the Trustees think fit
    - 11 3 2 Separate elections shall be held for representatives of Members who are, or have been within the last three years, trustees of those Members and for representatives who are employees of such Members. Six places shall be reserved for both classes of representatives of Members but if there are not sufficient nominations for either class then additional candidates from the other class shall be elected. Subject to there being sufficient nominations, at least four Trustees shall be elected from each class of representative

- 11 4     *The Trustees may at any time co-opt any person as a Trustee to fill a vacancy in their number or as an additional Trustee. Co-opted Trustees must not exceed one half of the number of Elected Trustees*
- 11 5     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
- 11 6     Trustees must retire at the AGM following their completion of three years' service on the Board
- 11 7     Subject to Article 11 8, retiring Trustees may be re-elected, or co-opted, but a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of
- 11 7 1   the anniversary of the commencement of his or her break from office, and
- 11 7 2   the AGM following the AGM at which his or her break from office commenced
- 11 8     The Trustees may extend the term of the Chair, a Vice-Chair, the Treasurer or chair of a committee by one further term if they consider that such extension is in the interests of the Charity
- 11 9     A Trustee's term of office automatically terminates if he or she
- 11 9 1   ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law,
- 11 9 2   is disqualified under the Charities Act 2011 from acting as a charity trustee,
- 11 9 3   is incapable, whether mentally or physically, of managing his or her own affairs,
- 11 9 4   is absent from three consecutive meetings and the Trustees pass a resolution for his/her removal,
- 11 9 5   resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
- 11 9 6   in respect of an Elected Trustee only, that Elected Trustee ceases to be an employee of a Member and either
- (a)     such Member serves written notice on the Trustees that he or she shall be removed from office, or
- (b)     the Trustees resolve that he or she be removed from office, or
- 11 9 7   is removed by resolution passed by at least 50 per cent of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 11 10    A technical defect on the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **12 Proceedings of Trustees**

- 12 1 The Trustees must hold at least three meetings each year
- 12 2 A quorum at a meeting of the trustees is one third of the membership of the Board subject to a minimum of three
- 12 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
- 12 4 The Chair or (if the Chair is unable or unwilling to do so), a Vice-Chair or (if a Vice-Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides as chair at each meeting
- 12 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed 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)
- 12 6 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 12 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **13 Powers of Trustees**

- 13 1 The Trustees have the following powers in the administration of the Charity
  - 13 1 1 to appoint (and remove) any representative of a Member or Associate organisation to act as Secretary to the Charity in accordance with the Act,
  - 13 1 2 to appoint a Chair, Vice-Chair(s), Treasurer and other honorary officers from among their number,
  - 13 1 3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but the majority of members of such committees must be Trustees and all proceedings of such committees must be reported promptly to the Trustees),
  - 13 1 4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings,
  - 13 1 5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees,
  - 13 1 6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any),
  - 13 1 7 to establish procedures to assist the resolution of disputes within the Charity,
  - 13 1 8 to exercise any powers of the Charity which are not reserved to a general meeting

## **14 Conflicts of Interest**

- 14 1 To the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction
- 14 2 Where the duty of a Trustee to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Charity including a wish or duty to exploit any property, information or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed
  - 14 2 1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them, and
  - 14 2 2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee, subject to Articles 14 3 and 14 4, and
  - 14 2 3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted, subject to Articles 14 3 and 14 4
- 14 3 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 14 2 and the manner of dealing with the conflict, provided that,
  - 14 3 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
  - 14 3 2 the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board
- 14 4 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 14 3 1 and 14 3 2 above
- 14 5 The duty to deal with conflicts referred to in Article 14 2 applies in the case of the exploitation of property, information or opportunity even if the Charity is not taking, or could not take, advantage of the opportunity
- 14 6 The Trustees shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest
- 14 7 The Board may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee

**15 Records and Accounts**

15 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

15 1 1 annual reports,

15 1 2 annual returns,

15 1 3 annual statements of account

15 2 The Trustees must keep proper records of

15 2 1 all proceedings at general meetings,

15 2 2 all proceedings at meetings of the Trustees,

15 2 3 all reports of committees, and

15 2 4 all professional advice obtained

15 3 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

15 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

**16 Notices**

16 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means permitted by the Act or (where applicable to Members generally) may be published in any newsletter distributed by the Charity

16 2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members

16 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

16 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

16 3 2 two clear days after being sent by first class post to the address,

16 3 3 three clear days after being sent by second class or overseas post to that address,

16 3 4 one week after the date of posting of any newsletter containing the notice,

16 3 5 on being handed to the authorised representative,

16 3 6 as soon as the Member acknowledges actual receipt

16 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

17 **Interpretation**

17 1 In these Articles

**"Accreditation"** means the UK Community Foundations Quality Accreditation process implemented by the Trustees at the relevant time,

**"The Act"** means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity,

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

**"these Articles"** means these articles of association,

**"Associate"** means an organisation admitted associate membership of the Charity in accordance with Article 9 4,

**"authorised representative"** means an individual who is authorised by a Member organisation or Associate to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

**"Board"** means the Board of Trustees,

**"Chair"** means the chair of the Trustees,

**"the Charity"** means the company governed by these Articles,

**"charity trustee"** has the meaning prescribed by section 117 of the Charities Act 2011,

**"clear day"** means 24 hours from midnight following the relevant event,

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

**"EGM"** means an extraordinary general meeting of the Charity

**"Elected Trustee"** means a Trustee elected in accordance with Article 11 3,

**"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 3,

**"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 where the profits of the business or trade are taxable,

**"Trustee"** means a director of the Charity,

**"written"** or **"in writing"** refers to a legible document on paper including a fax message,

**"year"** means calendar year

17 2 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

17 3 In these Articles, any reference to a "clause" is a reference to an Article of the same number