

THE COMPANIES ACT 2006
ARTICLES OF ASSOCIATION
OF
NAZARETH CARE CHARITABLE TRUST

Incorporated on 26th July 2005
As amended by special resolutions dated 17th March 2006, 7th March 2007,
17th January 2011, 7th March 2012

Company No: 5518564
Charity No: 1113666



BATH * LONDON * CAMBRIDGE * MELKSHAM
www.stoneking.co.uk

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
NAZARETH CARE CHARITABLE TRUST

1. NAME

The name of the Charity is the Nazareth Care Charitable Trust (the "**Charity**").

2. REGISTERED OFFICE

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

3. OBJECTS

The objects of the Charity are:-

- 3.1 to provide residential accommodation for the elderly, poor, disabled, sick and dying;
- 3.2 to provide for the care, assistance and support of all such people in terms of their medical, physical, spiritual and emotional needs;
- 3.3 to provide for the care and support of children in need;
- 3.4 to support the charitable purposes of the Congregation of the Sisters of Nazareth including the advancement of the Roman Catholic religion; and
- 3.5 to provide assistance to members of the Congregation of the Sisters of Nazareth in need of such assistance (the "**Objects**").

4. POWERS

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

- 4.1 To promote or carry out research.
- 4.2 To provide advice.
- 4.3 To publish or distribute information.
- 4.4 To co-operate with other bodies.
- 4.5 To support, administer or set up other charities.
- 4.6 To raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution.
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 4.8 To acquire or hire property of any kind.
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.10 To make grants or loans of money and to give guarantees provided that where any payment is made to the Treasurer or other proper official of a charity the receipt of such Treasurer or official shall be a complete discharge to the Trustees.
- 4.11 To set aside funds for special purposes or as reserves against future expenditure.
- 4.12 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) provided that the charity shall have power to retain any investments donated to it.
- 4.13 To delegate the management of investments to a Financial Expert, but only on terms that:-

- 4.13.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
- 4.13.2 timely reports of all transactions are made to the Trustees;
- 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
- 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.13.6 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; and
- 4.13.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 4.14 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.
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
- 4.17 Subject to Article 5 to employ paid or unpaid agents staff or advisers.
- 4.18 To enter into contracts to provide services to or on behalf of other bodies.
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity
- 4.20 To pay the costs of forming the Charity.
- 4.21 To do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS AND CONFLICTS FOR 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 but:-
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2 members, Trustees, and Connected Persons may be paid interest at a reasonable rate on money lent by them to the Charity;
 - 5.1.3 members, Trustees, and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
 - 5.1.4 individual members, and Connected Persons, who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity; and
 - 5.1.5 for the avoidance of doubt the provision of funds to the Congregation Charity, and the receipt of funds from, the Congregation Charity, by the Charity, whether under Articles 5.1.2 to 5.1.4 or otherwise, shall not be a breach of this Article 5 notwithstanding that a Sister who is housed or maintained by the Congregation Charity is a member or Trustee of the Charity, and the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied without the need to comply with Article 5.4.
- 5.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:-
 - 5.2.1 as mentioned in Articles 4.16, 5.1.2 to 5.1.5 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 or Connected Person has no more than a 1 per cent shareholding; or
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance and subject, where required by the Act, to the approval or affirmation of the members).
- 5.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 5.2.5, but any Trustee or Connected Person (or any firm or company of which a Trustee is a member or employee) may enter into a written 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; and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 5.4; and
 - 5.3.3 no more than one third of the Trustees are subject to such a contract in any financial year.
- 5.4 Subject to Article 5.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:-
 - 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 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 authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
 - 5.5.1 to continue to participate in discussions leading to the making of a decision except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit, but not to vote; or
 - 5.5.2 to disclose information confidential to the Charity to a third party, or
 - 5.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or Material Benefit, or to refrain from taking any step required to remove the conflict
- 5.6 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Charity.
- 5.7 For any transaction or arrangement authorised under Articles 4.16, 5.1.2 to 5.1.4, 5.2 and 5.3, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.4 have been followed, except where the provisions of Article 5.1.5 apply.

This Article may not be amended without the prior written consent of the Commission.

6 **MEMBERSHIP**

6 1 The Charity must maintain a register of members

6.2 The members of the Charity shall be the Superior General ex officio

6 3 Membership is terminated if the member concerned -

6.3.1 gives written notice of resignation to the Charity;

6.3.2 ceases to be the Superior General, or

6.3.3 dies

6.4 Membership of the Charity is not transferable.

6 5 If, and for so long as, the Charity has only one member, these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary.

7 **LIMITED LIABILITY**

The liability of members is limited.

8. **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.

9. **GENERAL MEETINGS OF MEMBERS**

9.1 **General Meetings**

9.1 1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from the requisite number of members in accordance with the Act.

9.2 **Notice**

9.2.1 Subject to Article 9.2.2, general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting, the general nature of the business to be transacted; and notifying members of their right to appoint a proxy.

9.2.2 A general meeting may be called by shorter notice if ninety per cent of the members entitled to vote upon the business to be transacted agree.

9 2.3 Notice of general meetings should be given to every member and Trustee, and to the Charity's auditors.

9 2.4 The proceedings at a general 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.

9.3 **Quorum**

There is a quorum at a general meeting if the number of members personally present or present by proxy is at least 1.

9.4 **Chair**

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

9 5 **Voting**

9.5.1 Except for the chair of the meeting, who has a second or casting vote, every member present in person or by proxy has one vote on each issue.

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

9.6 **Written Resolutions**

Subject to the provisions of the Act:

- 9.6.1 A written resolution is passed as an ordinary resolution if it is agreed to by members representing a simple majority of the total voting rights of Eligible Members.
- 9.6.2 A written resolution is passed as a special resolution if it is agreed to by members representing not less than seventy five percent of the total voting rights of Eligible Members, and states that it is a special resolution.
- 9.6.3 A members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 9.6.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 9.6.5 A member indicates his or her agreement to a written resolution when the Charity receives from the member an authenticated document identifying the written resolution and indicating his or her agreement to it:
 - (A) by the member's signature if the document is in Hard Copy Form; or
 - (B) by the member's signature, or confirmation of the member's identity in a manner specified by the Charity, accompanied by a statement of the member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
- 9.6.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

10 **THE TRUSTEES**

- 10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds
- 10.2 The Trustees when complete shall consist of not less than 5 nor more than 10 persons.
- 10.3 The first Trustees of the Charity shall be the persons notified to Companies House as the first Trustees of the Charity and subsequent Trustees shall be appointed by the members in accordance with these Articles.
- 10.4 A majority of the Trustees shall be Roman Catholic and, should this cease to be the case, the decision as to who should retire so as to ensure compliance with this Article shall be that of the Trustees in consultation with the members.
- 10.5 The Chair shall be appointed by the members.
- 10.6 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
- 10.7 Trustees shall be appointed in writing by the members for a fixed term of three years, and shall be eligible for re-appointment for consecutive periods not exceeding in aggregate nine years from the date of their original appointment, but thereafter Trustees shall not be eligible for re-appointment unless the members decide that it is in the best interests of the Charity
- 10.8 A Trustee's term of office automatically terminates if he or she:-
 - 10.8.1 is disqualified under the Charities Act from acting as a Charity Trustee,
 - 10.8.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 10.8.3 is absent from three consecutive meetings of the Trustees except for a reason approved and duly minuted by the Trustees;
 - 10.8.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

- 10 8.5 is removed by a resolution passed by 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
- 10 9 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.

11. PROCEEDINGS OF TRUSTEES

- 11.1 The Trustees must hold at least 3 meetings each year.
- 11 2 A quorum at a meeting of the Trustees shall be as decided by the Trustees from time to time, but shall never be less than 5 Trustees, to include a minimum of 3 Sisters and 1 lay Trustee.
- 11.3 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 simultaneously.
- 11.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 11.5 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 Trustees (providing it includes the signature of 1 lay Trustee and 1 Sister who is a Trustee) 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)
- 11.6 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 11 7 All Trustees must declare the nature and extent of any interest, direct or indirect, which they have 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; and all Trustee must comply with the requirements of Article 5.
- 11.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12. POWERS OF TRUSTEES

- The Trustees have the following powers in the administration of the Charity:-
- 12 1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act.
- 12.2 to appoint honorary officers from among their number.
- 12.3 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.
- 12.4 to make Standing Orders consistent with these Articles and the Act to govern proceedings at general meetings.
- 12 5 to make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees.
- 12.6 to make Regulations including in particular an Instrument of Government consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any).
- 12.7 to establish procedures to assist the resolution of disputes within the Charity.
- 12 8 to exercise any powers of the Charity which are not reserved to a general meeting.

13. RECORDS & ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the 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 Accounting records relating to the Charity must be made available for inspection by any member or Trustee at any reasonable time during normal office hours.
- 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**
(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)
- 14.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 14.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 14 3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 14.4 The Charity may deliver a Document to a member:
 - 14.4.1 by delivering it by hand to the postal address recorded for the member on the register,
 - 14.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the member on the register;
 - 14.4.3 by fax (except a guarantee certificate) to a fax number notified by the member in writing;
 - 14.4.4 by electronic mail (except a guarantee certificate) to an address notified by the member in writing, or
 - 14.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the member in writing.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.
- 14.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the member.
- 14.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
 - 14.6.1 forty eight hours after it was posted, if first class post was used; or
 - 14.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

 - 14.6.3 properly addressed; and
 - 14.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 14 7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered forty eight hours after it was sent.

- 14.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty eight hours after it was sent.
- 14.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 14.10 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.
- 14.11 A member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 14.12 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

15 **EXCLUSION OF MODEL ARTICLES**

The model articles if any for a company limited by guarantee are hereby expressly excluded.

16. **INDEMNITY**

- 16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity
- 16.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity.
- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:
 - 16.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
 - 16.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

17. **DISSOLUTION**

- 17.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities including pensions or allowances to retired employees of the Charity in accordance with any pension scheme in force at the date of liquidation must be applied to the trustees for the time being of the Congregation Charity to be applied for the general charitable purposes of the Congregation but if the Congregation Charity shall have ceased to exist then:-
 - 17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; or
 - 17.1.2 directly for the Objects or charitable purposes within or similar to the Objects; or
 - 17.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 17.2 A final report and statement of account must be sent to the Commission.

18. **INTERPRETATION**

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

18.2 Throughout these Articles of Association, "charitable" means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the Articles of Association of the Charity is the law of England and Wales.

18.3 In these Articles:-

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

"**Address**" includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

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

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

"**Charities Act**" means the Charities Acts 1992 to 2006, including any statutory modifications or re-enactment thereof for the time being in force, and any provisions of the Charities Act 2006 for the time being in force;

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

"**Charity Trustee**" has the meaning prescribed by section 97(1) of the Charities Act 1993;

"**Circulation Date**" subject to the Act, means the date on which copies of a written resolution are sent or submitted to members (or if copies are sent or submitted to members on different days to the first of those days);

"**Clear Day**" means 24 hours from midnight following the relevant event;

"**Commission**" means the Charity Commission for England and Wales or any body which replaces it;

"**Conflicted Trustee**" means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

"**Congregation**" means the Congregation of the Sisters of Nazareth;

"**Congregation Charity**" means the Charity established for Roman Catholic purposes known as the Congregation of the Sisters of Nazareth Charitable Trust registered with the Charity Commission under registration number 228906 and governed by a Trust Deed dated 16th June 2005;

"Connected Person" means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act 2006;

"Electronic Form" and **"Electronic Means"** have the meanings respectively prescribed to them in the Companies Act 2006;

"Eligible Member" subject to the Act, means members who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a member for his or her agreement on the Circulation Date of the resolution;

"executed" includes any mode of execution;

"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;

"Hard Copy Form" has the meaning prescribed by the Companies Act 2006;

"member" and **"membership"** refer to membership of the Charity,

"Memorandum" means the Charity's Memorandum of Association;

"month" means calendar month;

"Objects" means the Objects of the Charity as defined in Article 3 of these Articles;

"Roman Catholic" means in communion with the See of Rome;

"Secretary" means the Secretary of the Charity;

"Sister" means a religious member of the Congregation;

"Superior General" means the Superior General of the Congregation or in her absence or if she is unable to act such other person as shall be entitled to exercise the functions of Superior General;

"Taxable Trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

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

"UK Region" means that part of the Congregation which operates in England Wales and Scotland,

"written" or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy, Electronic Means or otherwise; and

“**year**” means calendar year.

18.4 Expressions not otherwise defined which are defined in the Act have the same meaning.