

**Company number: 05906258**

**Charity number: 1117249**

**COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE**

**NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM AND ARTICLES**

**OF ASSOCIATION OF**

**SHANNON TRUST**

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**(Incorporated on 15 August 2006)**

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**Companies Act 2006**

**Company limited by guarantee and not having a share capital**

**ARTICLES OF ASSOCIATION OF  
SHANNON TRUST**

**1. NAME**

The name of the Charity is SHANNON TRUST, or such other name as the Trustees (by simple majority) may from time to time decide.

**2. LIMITED LIABILITY**

The liability of Members is limited to £1, being the amount that every Member undertakes to contribute to the assets of the Charity in the event of it being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member.

**3. OBJECTS**

3.1 The Charity's Objects are specifically restricted to the promotion of:

3.1.1 the advancement of education;

3.1.2 the rehabilitation of offenders;

3.1.3 the relief of financial hardship sickness and distress of inmates or former inmates and their families of prisons, young offenders' institutions, secure units in high security psychiatric or other hospital units and offenders or former offenders subject to non-custodial community orders in the United Kingdom; and

3.1.4 literacy schemes and similar educational initiatives.

3.2 Nothing in these Articles authorises an application of the property of the charity for purposes which are not charitable in accordance with s.7 Charities and Trustee Investment (Scotland) Act 2005 or s.2 Charities Act (Northern Ireland) 2008.

**4. POWERS**

The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so, including (but not limited to) the following powers:

4.1 to raise funds (but not by means of Taxable Trading);

- 4.2 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.3 to acquire or hire property of any kind and to maintain it and equip it for use;
- 4.4 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.5 to make grants or loans of money and to give guarantees;
- 4.6 to promote or carry out research;
- 4.7 to provide advice;
- 4.8 to publish or distribute information;
- 4.9 to co-operate with other organisations;
- 4.10 to support, administer or set up other charities, including but not limited to making grants or gifts of money, assets or staff time, cancelling any liability owed to the charity and/or providing guarantees and loans, whether or not on commercial terms;
- 4.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.12 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 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 every transaction is reported regularly 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 reported regularly 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 Company acting 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 deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity;
- 4.17 to pay for Indemnity Insurance for the Trustees;
- 4.18 subject to article 11, to employ paid or unpaid agents, staff or advisers;
- 4.19 to enter into contracts to provide services to or on behalf of other Bodies;
- 4.20 to establish or acquire companies and/or other Bodies to assist, or act as agents for, the Charity;
- 4.21 to pay the costs of forming the Charity.

## **5. MEMBERSHIP**

- 5.1 The Charity must maintain a register of Members.
- 5.2 Any person who is appointed as a Trustee will automatically, by virtue of that appointment, become a Member. No person other than a Trustee may be admitted as a Member
- 5.3 Membership is automatically terminated if the Member concerned:
  - 5.3.1 ceases to be a Trustee;
  - 5.3.2 gives written notice of resignation to the Charity;
  - 5.3.3 dies, or in the case of an organisation ceases to exist; or
  - 5.3.4 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. The Trustees may only pass such a resolution 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.
- 5.4 Resignation or removal as a Member, for any reason, would mean automatic resignation as a Trustee.

5.5 Membership is not transferable.

## **6. GENERAL MEETINGS**

### **Calling a general meeting**

- 6.1 A general meeting may be called at any time by the Trustees and must be called within 21 days of a written request from at least 5% of the Members in accordance with the Companies Acts to be held on a date not more than 28 days after the date of the notice.
- 6.2 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting who hold at least 90% of the total voting rights at that meeting of all the Members.
- 6.3 The notice of general meeting shall specify the place, the date and the time of the general meeting, state the general nature of the business to be dealt with at the meeting and state with reasonable prominence that a Member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and to speak and vote instead of him, her or it. If the meeting is to be an AGM, the notice must say so.
- 6.4 Where it is intended to pass a Special Resolution at a general meeting, the notice must include the text of the resolution and state that it is intended to propose the resolution as a Special Resolution.
- 6.5 Notice must be sent to:
  - 6.5.1 the Charity's auditors (if any); and
  - 6.5.2 the Members (who are also the Trustees).
- 6.6 The accidental omission to give notice of any general meeting, or to send a form of proxy with a notice where required, or the non-receipt of a notice or form of proxy, shall not invalidate the proceedings at any general meeting.

### **Attending a general meeting**

- 6.7 Members are entitled to attend general meetings personally, by proxy or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.

### **Quorum**

- 6.8 There must be a quorum present before a general meeting starts to do business. There is a quorum at a general meeting if the number of Members present in person, by authorised representative or by proxy is at least three. However, if, at any time, the Charity has only two or

less Members, those Members in person, by authorised representative or by proxy will be a quorum.

### **Proceedings at general meetings**

6.9 The Chair or (if the Chair is unable or unwilling to do so) some other Member, being a Trustee, elected by those Members present presides at a general meeting.

6.10 Except where otherwise provided by the Articles or the Companies Acts, every issue at a general meeting is decided by a majority of the votes cast.

6.11 Every Member present in person, or through an authorised representative, or by proxy has one vote on each issue.

6.12 A declaration by the person chairing the meeting that a resolution has been:

6.12.1 carried;

6.12.2 carried unanimously, or by a particular majority;

6.12.3 not carried; or

6.12.4 not carried by a particular majority, and

an entry to that effect in the minutes of the general meeting, shall be conclusive evidence of the fact without proof of the number or proportion of votes in favour of or against the resolution.

6.13 Subject to the Companies Acts, the proceedings at any general meeting or the passing of a written resolution shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.

6.14 If any person wishes to object to the qualification of any vote, they must do so at the meeting at which the vote they object to is tendered. A vote which is not disallowed at the meeting will be deemed valid. The person chairing the meeting will be the sole judge of the validity of every vote tendered at the meeting.

### **Proxies**

6.15 The notice of appointment of a proxy must be received at the registered office of the Charity (or such other address specified by the Charity for that purpose) not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote. If it arrives late, or does not arrive at all, the proxy will not be allowed to attend and vote at the meeting.

### **Written resolutions**

- 6.16 A written resolution signed by a majority of those entitled to vote at a general meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature required to reach the relevant majority.

### **Annual general meetings**

- 6.17 The Charity shall not be required to hold an AGM in any year.

## **7. THE TRUSTEES**

- 7.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 7.2 The Charity must maintain a register of Trustees (which may be called a register of directors).

### **Number of Trustees**

There shall be between four and fifteen Trustees, all of whom must be Members. In accordance with article 5.2, the Trustees shall become Members by virtue of their appointment as Trustees. If the number of Trustees shall fall below four, the remaining Trustees may act to appoint further Trustees as required, circulate a written resolution to the Members and/or to call a general meeting.

### **Appointment of Trustees**

- 7.3 The people named as directors on form IN01 are the first Trustees. Subsequent Trustees are to be appointed by the Trustees.
- 7.4 No one is entitled to act as a Trustee whether on appointment or on any reappointment until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee (and Member).
- 7.5 The appointment of a Trustee must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

### **Terms of office**

- 7.6 Trustees shall be appointed for terms of 3 years. Each trustee may be appointed for a further two consecutive terms of office of 3 years after which, subject to Article 7.7 below, such Trustee must step down as a Trustee for a minimum of one year before becoming eligible to be reappointed.
- 7.7 The Trustees may, in circumstances which they consider to be exceptional, permit no more than 3 of the Trustees to serve one or

more additional consecutive terms of office, following the conclusion of the maximum term of office of 9 years as detailed in Article 7.6 above, provided that any such further reappointment may only take effect with the consent of at least 75% of the other Trustees.

### **Retirement and removal of Trustees**

7.8 A Trustee's term of office automatically terminates if he or she:

- 7.8.1 resigns by written notice to the Trustees (but only if at least 4 Trustees will remain in office);
- 7.8.2 dies;
- 7.8.3 is disqualified under the Charities Act from acting as a Charity Trustee or is prohibited by law from being a director of a company, or is disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005 or Charities Act (Northern Ireland) 2008;
- 7.8.4 is, in the reasonable opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing his or her own affairs;
- 7.8.5 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 7.8.6 is removed by written notice or
- 7.8.7 is removed by resolution of the Members present and voting at a general meeting (but only if at least 4 Trustees will remain in office) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

## **8. TRUSTEES' PROCEEDINGS**

8.1 The Trustees must hold at least one meeting each year at which the following business shall be transacted:.

- 8.1.1 appoint Trustees; and/or
- 8.1.2 conduct any other business they see fit.

### **Calling Trustees' meetings**

8.2 A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.

8.3 Notice of a meeting of the Trustees may be given to a Trustee personally or sent in writing to him or her at his or her last known postal or email address or any other postal or email address given by him or her to the Charity for this purpose.



- 8.4 Except where there are matters demanding urgent consideration, each Trustee must be given reasonable notice of each meeting of the Trustees.

### **Quorum**

- 8.5 A quorum at a meeting of the Trustees is 3, save where the Charity has less than three by reason of death or resignation, those remaining Trustees shall be a quorum and the trustees shall, in such circumstances meet for the purpose of appointing new trustees.

### **Attendance and voting at Trustees' meetings**

- 8.6 A meeting of the Trustees may be held either in person or by suitable electronic means (including but not limited to telephone calls with or without video conferencing facilities) agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 8.7 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.
- 8.8 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees, or all the members of a committee, (other than any Conflicted Trustee, or conflicted committee member, who has not been authorised to vote) is as valid as a resolution passed at a trustees' meeting, or a meeting of a committee (as appropriate). For this purpose the resolution may be contained in more than one document.
- 8.9 Every Trustee has one vote on each issue.
- 8.10 Subject to the Articles, the Trustees may regulate their meetings as they see fit.

### **Procedural defects**

- 8.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 8.12 Subject to article 8.13, all decisions of the Trustees or a committee of the Trustees shall be valid notwithstanding the participation in any decision of a Trustee:
- 8.12.1 whose appointment is subject to a technical defect of which the Trustees are unaware at the time the decision is made;
  - 8.12.2 who was disqualified from holding office;
  - 8.12.3 who had previously retired or who had been obliged by the Articles to vacate office;

8.12.4 who was not entitled to vote on the matter, whether by reason of a Conflict of Interest or otherwise;

if without the vote of that Trustee and that Trustee being counted in the quorum, the decision was made by a majority of Trustees at a quorate meeting.

8.13 Article 8.12 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on him, her or it by a resolution of the Trustees or a committee of the Trustees if, but for article 8.12, the resolution would have been void.

## **9. TRUSTEES' POWERS**

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

- 9.1 to appoint (and remove) any person, who may, or may not, be a Member and a Trustee, to act as Secretary in accordance with the Companies Acts;
- 9.2 to appoint (and remove) a Chair, Treasurer and other honorary officers from among their number;
- 9.3 to confer on any individual (with his or her consent) the honorary title of patron, president or vice-president of the Charity;
- 9.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees in accordance with any rules made in accordance with article 9.6;
- 9.5 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
- 9.6 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 9.7 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 9.8 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 9.9 to exercise any powers of the Charity which are not reserved to the Members.

## **10. APPLICATION OF INCOME AND PROPERTY**

10.1 Subject to Article 12 and the following provisions of this Article 10, the income and property of the Charity shall be applied solely towards the promotion of the Objects.

10.2 A trustee is entitled to be reimbursed out of the property of the Charity or may pay out of such property reasonable expenses properly incurred by him when acting on behalf of the Charity.

10.3 A trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, s.189 of the 2011 Act.

10.4 A trustee may receive an indemnity from the Charity in the circumstances specified in Article 11 and may receive a payment out of the property of the Charity of any sum to which he is entitled pursuant to that indemnity or of a sum in connection with the defence of proceedings under Article 11.3.

10.5 A trustee may not receive any other benefit or payment unless it is authorised by Article 12.

10.6 Subject to Article 12, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member. This does not prevent a member who is not also a trustee receiving:

10.6.1 a benefit from the Charity in the capacity of a beneficiary of the Charity; or

10.6.2 reasonable and proper remuneration for any goods or services supplied to the Charity.

## **11. INDEMNITIES AND FUNDING OF DEFENCE PROCEEDINGS**

11.1.1 This Article 11 shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the 2006 Act. It does not allow for or provide (to any extent) an indemnity which is more extensive than is permitted by the 2006 Act and any such indemnity is limited accordingly. This Article 11 is also without prejudice to any indemnity to which any person may otherwise be entitled.

11.1.2 The Charity:

11.1.2.1 shall indemnify every person who is a trustee of the Charity, and shall keep indemnified each such person after he ceases to hold office; and

11.1.2.2 may indemnify any other person who is an officer (other than an auditor) of the Charity;

in each case out of the assets of the Charity from and against any loss, liability or expense incurred by him or them in relation to the Charity by reason of his being or having been a trustee or other officer of the Charity.

11.1.3 The trustees may, subject to the provisions of the 2011 Act and the 2006 Act, exercise the powers conferred on them by ss.205 and 206 of the 2006 Act and s.175 of the 2006 Act (duty to avoid conflicts of interest) shall not apply in relation to any such transaction or arrangement.

## **12. BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS**

### **12.1 General provisions**

No trustee or Connected Person may:

12.1.1 buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;

12.1.2 sell goods, services or any interest in land to the Charity;

12.1.3 be employed by, or receive any remuneration from, the Charity;

12.1.4 receive any other financial benefit from the Charity,

unless the payment or benefit is permitted by Article 12.2. In this Article a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

### **12.2 Scope and powers permitting trustees’ or Connected Persons’ benefits**

12.2.1 A trustee or Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the trustees do not benefit in this way.

12.2.2 A trustee or Connected Person may enter into a contract for the supply of services (including professional services), or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, ss.185 to 188 of the 2011 Act.

12.2.3 Subject to Article 12.3, a trustee or Connected Person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the trustee or Connected Person.

12.2.4 A trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate.

12.2.5 A trustee or Connected Person may receive rent for premises demised or let by the trustee or Connected Person to the Charity

(subject to the requirements, if applicable, of s.190 of the 2006 Act and the requirement for the consent of the Commission under s.201 or s.202, as applicable, of the 2011 Act). The amount of the rent and the other terms of the lease must be reasonable and proper.

12.2.6 A trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

### **12.3 Payment for the supply of goods only - controls**

The Charity and its trustees may only rely upon the authority provided by Article 12.2.3 if each of the following conditions is satisfied:

12.3.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity and the trustee or Connected Person providing the goods (the “**Provider**”) under which the Provider is to provide the goods in question to or on behalf of the Charity;

12.3.2 the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the provision of the goods in question;

12.3.3 the other trustees are satisfied that it is in the best interests of the Charity to contract with the Provider rather than with someone who is not a trustee or Connected Person. In reaching that decision the trustees must balance the advantages of contracting with a trustee or Connected Person against the disadvantages of doing so;

12.3.4 the Provider is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or it with regard to the supply of goods to the Charity;

12.3.5 the Provider does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting;

12.3.6 the reason for their decision is recorded by the trustees in the minute book;

12.3.7 a majority of the trustees then in office are not in receipt of remuneration or payments authorised by Article 6.

12.4 In Articles 12.2 and 12.3, “Charity” includes any company in which the Charity holds more than 50 per cent of the shares, controls more than 50 per cent of the voting rights attached to the shares, or has the right to appoint one or more directors to the board of the company.

### **13. CONFLICTS OF INTEREST**

13.1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees or a committee, a Conflicted Trustee must comply with the procedure set out in article 12.

13.2 Subject to article 12, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to:

13.2.1 authorise that matter; or

13.2.2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter.

13.3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in article 12.

### **14. RECORDS AND ACCOUNTS**

14.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or Independent Examination of accounts and the preparation and transmission to the Companies House and the Commission of:

14.1.1 annual returns;

14.1.2 annual reports; and

14.1.3 annual statements of account.

14.2 The Trustees must keep proper records of:

14.2.1 all proceedings at general meetings and all written resolutions of the Members;

14.2.2 all proceedings at meetings of the Trustees and all written resolutions of the Trustees;

14.2.3 all reports of committees; and

14.2.4 all professional advice obtained.

14.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

14.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member.

## **15. NOTICES**

15.1 Notices under the Articles may be delivered by hand, or sent by post or by suitable electronic means.

15.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

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

15.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

15.3.2 two clear days after being sent by first class post to that address;

15.3.3 three clear days after being sent by second class or overseas post to that address;

15.3.4 on being handed to the Member personally; or, if earlier,

15.3.5 as soon as the Member acknowledges actual receipt.

15.4 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.

## **16. AMENDMENTS**

16.1 Subject to obtaining any necessary consent from the Charity Commission the Members may amend the Articles by Special Resolution.

16.2 The Secretary (if any) or the Trustees must send the amended Articles and the signed Special Resolution or a signed print of the Special Resolution which adopted the Articles to Companies House and a copy of the amended Articles to the Charity Commission (whether or not Charity Commission consent is required to the amendments).

16.3 When amending the objects, the Secretary (if any) or the Trustees must file any relevant forms at Companies House at the same time as filing the Special Resolution and amended Articles.

## **17. DISSOLUTION**

17.1 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, such remaining property shall not be paid to or distributed among the members of the Charity, but shall be transferred to one or more Qualifying Charities nominated in writing by the members, acting by majority, before or at the time of the Charity's winding-up or dissolution, and if more than one then in such shares as shall be so nominated by the members. Subject to any such nomination the remaining property shall be applied for exclusively charitable purposes

as directed by the Commission, and subject to that as directed by the courts of England and Wales.

17.2 For the purposes of this Article17, **Qualifying Charity** means a charity, as defined by Part 1 of the 2011 Act, having objects similar to or falling within the Objects, the governing document of which prohibits the distribution of its income and property to an extent at least as great as is imposed on the Charity by the Articles.

## 18. **MODEL ARTICLES**

The Model Articles are excluded and do not apply to the Charity.

## 19. **INTERPRETATION**

In the Memorandum and in the Articles, unless the context indicates another meaning:

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

"**Articles**" means the Charity's articles of association;

"**Chair**" means the Chair of the Trustees;

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

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

"**Charity Trustee**" has the meaning prescribed by section 177 of the Charities Act;

"**clear day**" in relation to a period of notice means a period excluding:

- (a) the day on which the notice is given or deemed to be given; and
- (b) the day of the meeting of other event;

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

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006);

"**Companies House**" means the registrar of companies for England and Wales;

"**Conflict of Interest**" includes a conflict of interest and duty and a conflict of duties;

"**Conflicted Trustee**" means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

"**Connected Person**" has the meaning given in section 188 of the Charities Act, and includes:

- (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee;



- (b) the spouse or civil partner of a Trustee or any person listed in (a), (and/or any person living with a Trustee or any person listed in (a) as their husband, wife or civil partner);
- (c) a person carrying on business in partnership with a Trustee or any person listed in (a) or (b);
- (d) an institution which is controlled:
  - (i) by the Trustee or by any person falling within (a), (b), (c) or (e), or
  - (ii) by two or more persons falling within (d)(i) when taken together;
- (e) a body corporate in which:
  - (i) the Trustee or any connected person falling within (a), (b) or (d) has a substantial interest, or
  - (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest.

**"Custodian"** means a person or body who undertakes safe custody of assets or of documents or records relating to them;

**"Financial Expert"** means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

**"financial year"** means the Charity's financial year;

**"Firm"** includes a limited liability partnership and company;

**"Indemnity Insurance"** means insurance against personal liability incurred by any Trustee for an 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;

**"Independent Examination"** means an examination of the Charity's accounts by an Independent Examiner;

**"Independent Examiner"** means an independent person who is reasonably believed by the Trustees to have the requisite ability and practical experience to carry out a competent examination of the Charity's accounts and who fulfils the requirements of the Charities Act;

**"Material Benefit"** means a benefit which may not be financial but has a monetary value;

**"Member"** and **"Membership"** refer to company membership of the Charity;

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

**"Model Articles"** means the model articles contained in schedule 2 of the Companies (Model Articles) Regulations 2008;

**"Nominee Company"** means a corporate body registered or having an established place of business in England and Wales;

**"Objects"** means the Objects of the Charity as defined in article 4;

**"Secretary"** means the company secretary of the Charity;

**"Special Resolution"** means a resolution of the Members which requires a majority of not less than 75% of the eligible Members in accordance with the Companies Acts for it to be passed.

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

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

**"Unconflicted Trustee"** means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

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

**"year"** means calendar year.

19.2 Expressions defined in the Companies Acts have the same meaning in these Articles.

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