

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

Company Number 6905541
Incorporated 14 May 2009

ARTICLES OF ASSOCIATION OF
BERKSHIRE GARDENS TRUST

The Companies Act 2006

Company Limited by Guarantee

**ARTICLES OF ASSOCIATION OF
BERKSHIRE GARDENS TRUST**

1. Name

The name of the **Charity** is Berkshire Gardens Trust.

2. Registered Office

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

3. Objects

The **Objects** are:

- (a) To promote the education of the public on matters connected with the history, arts and sciences of **Garden Land**.
- (b) To promote the preservation, enhancement and re-creation for the education and enjoyment of the public of such **Garden Land** that may exist or have existed in and around the County of Berkshire.

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 organise events.
- 4.5. to co-operate with other bodies.
- 4.6. to support, administer or set up other charities.
- 4.7. to raise funds (but not by means of **taxable trading**).
- 4.8. to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 4.9. to acquire or hire property of any kind.
- 4.10. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**).

- 4.11. to make grants or loans of money and to give guarantees.
- 4.12. to set aside funds for special purposes or as reserves against future expenditure.
- 4.13. 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).
- 4.14. to delegate the management of investments to a **financial expert**, but only on terms that:
 - 4.14.1. the investment policy is set down **in writing** for the **financial expert** by the **Trustees**;
 - 4.14.2. every transaction is reported promptly to the **Trustees**;
 - 4.14.3. the performance of the investments is reviewed regularly with the **Trustees**;
 - 4.14.4. the **Trustees** are entitled to cancel the delegation arrangement at any time;
 - 4.14.5. the investment policy and the delegation arrangement are reviewed at least once a **year**;
 - 4.14.6. 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
 - 4.14.7. the **financial expert** must not do anything outside the powers of the **Trustees**.
- 4.15. 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.
- 4.16. 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.
- 4.17. to insure the property of the **Charity** against any foreseeable risk and take out other insurance policies to protect the **Charity** when required.
- 4.18. to pay for **indemnity insurance** for the **Trustees**.
- 4.19. subject to **Article 5**, to employ paid or unpaid agents, staff or advisers.
- 4.20. to enter into contracts to provide services to or on behalf of other bodies.

- 4.21. to establish or acquire subsidiary companies to assist or act as agents for the **Charity**.
- 4.22. to acquire or merge with any other charity the objects of which are the same as or similar to the **Objects** whether by way of the acquisition of assets or otherwise.
- 4.23. to pay the costs of forming the **Charity**.
- 4.24. to do anything else within the law which promotes or helps to promote 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** 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** (including **Trustees**) may be paid interest at a reasonable rate on money lent to the **Charity**;
 - 5.1.3. **Members** (including **Trustees**) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the **Charity**; and
 - 5.1.4. individual **Members** (including **Trustees**) who are also beneficiaries may receive charitable benefits in that capacity provided that a majority of the **Trustees** do not benefit in this way.
- 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** 4.17 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.4 (contractual payments);
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of 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 per cent shareholding; and
 - 5.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 5.3. A **connected person** must not receive any payment of money or other material benefit (whether directly or indirectly) from the **Charity** except:

- 5.3.1. as mentioned in **Articles** 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.4 (contractual payments);
 - 5.3.2. payment to any company in which a **connected person** has no more than a 1 per cent shareholding; and
 - 5.3.3. in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 5.4. A **Trustee** may not be an employee of the **Charity**, but a **Trustee** or a **connected person** may enter into a contract with the **Charity** to supply goods or services in return for a payment or other material benefit if:
- 5.4.1. the goods or services are actually required by the **Charity**;
 - 5.4.2. the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the **Trustees** in accordance with the procedure in this **Article** 5.4 and **Article** 6; and
 - 5.4.3. no more than 50% of the **Trustees** are interested in such a contract in any **financial year**; and
 - 5.4.4. the **Charity** enters into a written contract with the relevant **Trustee** or **connected person** setting out the amount or maximum amount of remuneration to be paid under the contract.
- 5.5. This **Article** 5 may not be amended without the written consent of the **Commission** in advance.

6. Conflicts of Interest and Conflicts of Loyalty

- 6.1. Whenever a **Trustee** has a personal interest in a matter to be discussed at a meeting of the **Trustees** or a committee, the unconflicted **Trustees** may authorise such a conflict of interest where the following conditions apply:
- 6.1.1. the conflicted **Trustee** declares an interest before the meeting or at the meeting before discussion begins on the matter; and
 - 6.1.2. the conflicted **Trustee** is absent from the meeting for that item unless expressly invited to remain in order to provide information; and
 - 6.1.3. the conflicted **Trustee** is not to be counted in the quorum for that part of the meeting; and
 - 6.1.4. the conflicted **Trustee** is absent during the vote and has no vote on the matter; and
 - 6.1.5. the unconflicted **Trustees** consider it is in the interest of the **Charity** to authorise the conflict of interest in the circumstances applying.

6.2. If a conflict of interest arises for a **Trustee** because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the **Articles**, the unconflicted **Trustees** may authorise such a conflict of interest where the following conditions apply:

- 6.2.1. the conflicted **Trustee** declares an interest before the meeting or at the meeting before discussion begins on the matter; and
- 6.2.2. the conflicted **Trustee** is absent from the meeting for that item unless expressly invited to remain in order to provide information; and
- 6.2.3. the conflicted **Trustee** is not counted in quorum for that part of the meeting; and
- 6.2.4. the conflicted **Trustee** is absent during the vote and has no vote on the matter; and
- 6.2.5. the unconflicted **Trustees** consider it is in the interests of the **Charity** to authorise the conflict of interest in the circumstances applying.

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 he, she or it was a **Member**.

9. Dissolution

9.1. 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:

- 9.1.1. by transfer to one or more other bodies established for exclusively charitable purposes the same as, or similar to, the **Objects**;
- 9.1.2. directly for the **Objects** or for charitable purposes which are within or similar to the **Objects**; or
- 9.1.3. in such other manner consistent with charitable status as the **Commission** shall approve in writing in advance.

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

10. Membership

10.1. The **Charity** must maintain a register of **Members**.

10.2. **Membership** of the **Charity** is open to any individual or organisation interested in promoting the **Objects** who:

- 10.2.1. applies to the **Charity** in the form required by the **Trustees**;
 - 10.2.2. is approved by the **Trustees**; and
 - 10.2.3. signs the register of **Members** or consents **in writing** to become a **Member** either personally or (in the case of an organisation) through an **authorised representative**.
- 10.3. The **Members** may refuse to admit as a **Member** any individual or organisation if, acting reasonably and properly, they consider it to be in the best interests of the **Charity** to refuse the application. The **Trustees** must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision. The **Trustees** must consider any written representations the applicant may make about the decision. The **Trustees'** decision following any written representations must be notified to the applicant in writing but shall be final.
- 10.4. **Membership** of the **Charity** shall be subject to the **Member's** payment of the relevant annual subscription and other conditions as set out in the **Membership Rules**.
- 10.5. **Membership** is terminated if the **Member** concerned:
- 10.5.1. gives at least 7 clear days' written notice of resignation to the **Charity**, unless, after the resignation, there would be fewer than two **Members**;
 - 10.5.2. has failed to pay any subscription due with a period of time specified in the **Membership Rules** made in accordance with **Article 15**;
 - 10.5.3. dies or (in the case of an organisation) ceases to exist;
 - 10.5.4. is more than 6 months in arrears in paying the relevant subscription, if any (but in such a case the **Member** may be reinstated on payment of the amount due); or
 - 10.5.5. 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.
- 10.6. **Membership** of the **Charity** is not transferable.

11. General Meetings

- 11.1. General meetings are the meetings of the **Members**, consisting of the **AGM** and the special general meetings (if any).

- 11.2. A general meeting 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.
- 11.3. **Members** are entitled to attend general meetings either personally or (in the case of a **Member** organisation) by an **authorised representative** or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting.
- 11.4. No business shall be transacted at any general meeting unless a quorum is present. There is a quorum at a general meeting if the number of **Members** or **authorised representatives** present in person or by agreed electronic means or by proxy is at least 10 or 10% of the **Members** (if greater).
- 11.5. The **Chair** or (if the **Chair** is unable or unwilling to do so) the Vice Chair (if any) or (if the Vice Chair is unable or unwilling to do so) some other **Member** elected by those present presides at a general meeting.
- 11.6. Except where otherwise provided by the **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast.
- 11.7. Every **Member** present in person or through an **authorised representative** or by proxy has 1 vote on each issue. The **Chair** of the meeting shall not have a casting vote.
- 11.8. Where a **written** resolution is approved by the appropriate majority required for the resolution in question of those entitled to vote at a general meeting, or where approval of the resolution is given electronically by the appropriate majority of those entitled to vote at a general meeting, then that resolution shall be as valid as a resolution actually passed at a general meeting. For this purpose a written resolution may be:
- 11.8.1. set out in more than 1 document (in which case it will be treated as passed on the date of the last signature); or
 - 11.8.2. sent out and returned in hard copy or electronic format (and if sent back electronically, then the resolution will be treated as passed at the time and on the date of the last response to be received).
- 11.9. The Charity must hold an **AGM** in every year at such time (not being more than 15 months after the holding of the last preceding **AGM**) as may be determined by the **Trustees**.
- 11.10. At an **AGM** the **Members**:
- 11.10.1. receive the income and expenditure account and balance sheet of the **Charity** for the previous **financial year**;
 - 11.10.2. receive the **Trustees'** report on the **Charity's** activities since the previous **AGM**;

- 11.10.3. accept the retirement of those **Trustees** who wish to retire or who are retiring;
- 11.10.4. elect **Trustees** to fill the vacancies arising under **Article 13**;
- 11.10.5. appoint auditors or an independent examiner for the **Charity**;
- 11.10.6. transact such other business as may be brought before them;
- 11.10.7. may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the **Charity**; and
- 11.10.8. may discuss and determine any issues of policy or deal with any other business put before them by the **Trustees**.
- 11.11. Any general meeting which is not an **AGM** is a special general meeting.
- 11.12. A special general meeting may be called at any time by the **Trustees** and must be called on a written request from at least 10% of the **Members**.
- 11.13. The **Members** may adopt other rules relating to the conduct of general meetings consistent with the **Companies Act** as they think fit.

12. Notice of General Meetings

- 12.1. Any general meeting must be called by the **Secretary** on at least 14 and not more than 28 clear days' **written** notice indicating the business to be discussed, and if a special resolution is to be proposed, at least 28 clear days' **written** notice setting out the terms of the proposed special resolution.
- 12.2. A general meeting may be called on shorter notice if it is so agreed by all **Members** entitled to attend and vote.
- 12.3. If the general meeting is to be an **AGM**, the notice must say so.
- 12.4. The notice must be given to all **Members**.
- 12.5. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.

13. The Trustees

- 13.1. The **Trustees** as **charity trustees** have control of the **Charity** and its property and funds.
- 13.2. The number of **Trustees** shall be not less than four and, until varied by ordinary resolution of the **Members**, not more than 12 individuals, all of whom must be **Members**. If the number **Trustees** shall at any time be fewer than the minimum number prescribed by or in accordance with these **Articles**, it shall be lawful for them to act as **Trustees** for the purpose of admitting persons to membership of

the **Charity**, filling up vacancies in their body, or summoning a general meeting, but not for any other purpose.

- 13.3. The **Trustees** shall be elected by the **Members** at the **AGM**. A **Trustee** must be aged 18 years or older and not be subject to disqualification under **Article 13.13**.
- 13.4. 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.
- 13.5. Every **Trustee** must sign a declaration of willingness to act as a **charity trustee** of the **Charity** before he or she may vote at any meeting of the **Trustees**.
- 13.6. Subject to Articles 13.7 and 13.9 a **Trustee** shall hold office until the third annual general meeting following his or her appointment or re-appointment at an **AGM** when such **Trustee** shall retire from office. A retiring **Trustee** shall be eligible for re-election.
- 13.7. Subject to the provisions of Article 13.9 no person shall be eligible for election unless his or her nomination, made by one **Member** and seconded by one other **Member**, has been received by the **Secretary** at least seven clear days before the meeting. If no nominations for a particular vacancy are so received, nominations made for that vacancy at the meeting shall be valid provided the nominee has agreed to accept office. Any **Member** shall be entitled to submit nominations. In the event of two or more persons being nominated for any one office, or of opposition to a nomination by any **Member** present, there shall be a vote by ballot of all **Members** present.
- 13.8. At an **AGM** any resolutions to appoint or re-appoint **Trustees** shall be split into a separate resolution per **Trustee**, and not taken 'en bloc'.
- 13.9. The **Trustees** shall have power at any time to appoint any person to be a **Trustee**, either to fill a casual vacancy or as an addition to the existing **Trustees**, except that the total number of **Trustees** shall not at any time exceed the maximum number fixed by or in accordance with these **Articles**. Any **Trustee** so appointed shall hold office only until the next following **AGM** and shall then be eligible for election.
- 13.10. Subject to Article 13.7, the **Charity** shall at the **AGM** endeavour to fill up the vacated office of each retiring **Trustee** to the extent necessary to ensure that there is the minimum permitted number of **Trustees** by electing a person thereto, unless at the **AGM** at which any **Trustee** retires it shall be determined to reduce the number of **Trustees**.
- 13.11. If, at any meeting at which the results of an election of **Trustees** ought to be announced, the places of the retiring **Trustees**, or some of them, are not filled up, the retiring **Trustees** or such of them as have not had their places filled up and are willing to act, shall be deemed to have been re-elected, unless it shall be determined at such meeting to reduce the number of **Trustees**.
- 13.12. In addition and without prejudice to the provisions of the **Companies Act**, the **Members** may by ordinary resolution remove any **Trustee** before the expiration

of such **Trustee's** period of office, and may by an ordinary resolution appoint another suitably qualified person in his or her stead; but any person so appointed shall retain office so long only as the **Trustee** in whose place he or she is appointed would have held the same if such **Trustee** had not been removed.

13.13. A **Trustee's** term of office automatically terminates if he or she:

13.13.1. is disqualified under the **Charities Act** from acting as a **charity trustee**;

13.13.2. is disqualified under the **Companies Act** from acting as a company director;

13.13.3. is the subject of a decision by HMRC that he or she is not a fit and proper person as that term is defined by the Finance Act 2010;

13.13.4. is incapable, whether mentally or physically, of managing his or her own affairs;

13.13.5. is absent without sufficient reason from three consecutive meetings of the **Trustees** and the other **Trustees** resolve that he or she be removed as a **Trustee**;

13.13.6. ceases to be a **Member** (but such a person may be reinstated by resolution passed by all the other **Trustees** on resuming membership of the **Charity** before the next **AGM**);

13.13.7. resigns by written notice to the **Trustees** (but only if at least two **Trustees** will remain in office);

13.13.8. is removed by resolution 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; or

13.13.9. dies.

13.14. The **Trustees** may at any time co-opt any individual to act as an advisor to the **Trustees**. A co-opted adviser may be invited to attend meetings of the **Trustees** as an observer to advise the **Trustees** but shall have no voting rights on the issues to be determined by the **Trustees**.

14. Trustees' proceedings

14.1. The **Trustees** must hold at least one meeting each year.

14.2. A quorum at a meeting of the **Trustees** is not less than half the number of **Trustees** for the time being holding office subject to a minimum of three.

14.3. 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.

- 14.4. 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.
- 14.5. 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. For this purpose the resolution may be contained in more than 1 document and will be treated as passed on the date of the last signature.
- 14.6. Except for the chair of the meeting, who has a second or casting vote, every **Trustee** present has 1 vote on each issue.
- 14.7. A procedural defect of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.
- 14.8. The **Trustees** shall cause proper minutes to be made of all meetings of the **Trustees**, and any such minutes of any meeting, if purporting to be signed by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 14.9. The **Trustees** may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings, and the circulation of resolutions for confirmation as they think fit which shall apply until revoked or amended by resolution of the **Trustees**.
- 14.10. Preceding the **AGM** in each year (and at any other time if there shall be no **Chair** appointed) the **Trustees** shall appoint one of their number to be the **Chair** and Treasurer who shall hold such office from the end of that **AGM** until the end of the next **AGM**. A retiring **Chair** and Treasurer shall be eligible for re-election to the same office. The **Chair** shall preside as chair at all meetings of the **Trustees** at which he or she shall be present, but if at any meeting the **Chair** is not present, the **Trustees** present shall choose one of their number to be chair of the meeting.

15. Trustees' powers

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

- 15.1. to appoint (and remove) any **Member** (who may be a **Trustee**) to act as **Secretary** of the **Charity**;
- 15.2. to appoint a **Chair**, Treasurer and other honorary officers from among their number;
- 15.3. to delegate any of their functions to committees consisting of 2 or more individuals appointed by them. At least 1 member of every committee must be a **Trustee** and all proceedings of committees must be reported promptly to the **Trustees**;
- 15.4. to make such reasonable and proper rules or bylaws consistent with the **Articles** and the **Companies Act** as they may deem necessary or expedient for the

proper conduct and management of the **Charity** including but not limited to govern:

- 15.4.1. proceedings at general meetings and to prescribe a form of proxy;
- 15.4.2. their proceedings and proceedings of committees;
- 15.4.3. the administration of the **Charity** including but not limited to:
 - the admission of **Members** and the rights and privileges of such members
 - the **membership** application process, subscriptions and payment thereof (the '**Membership Rules**');
 - the conduct of **Members** in relation to one another, and to the **Charity's** employees and volunteers;
 - procedures to assist the resolution of disputes or differences within the **Charity**; and
 - generally, all such matters as are commonly the subject matter of company rules.

Such rules shall be binding on all **Members**. The **Trustees** must adopt such means as they think sufficient to bring rules to the notice of **Members**. The **Members** in general meeting have the power to alter, add to or repeal any rules.

- 15.5. to exercise any powers of the **Charity** which are not reserved to a general meeting.

16. Records and Accounts

- 16.1. The **Trustees** must comply with the requirements of the **Companies Act** and of the **Charities Act** as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the **Registrar of Companies** and the **Commission** of:

- 16.1.1. annual returns;
- 16.1.2. annual reports; and
- 16.1.3. annual statements of account.

- 16.2. The **Trustees** must keep proper records of:

- 16.2.1. all proceedings at general meetings;
- 16.2.2. all proceedings at meetings of the Trustees;
- 16.2.3. all reports of committees; and
- 16.2.4. all professional advice obtained.

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

- 16.4. A copy of the **Charity's** latest available statement of account must be supplied on request to any **Trustee** or **Member**. A copy must also be supplied, within 2 months, to any other person who makes a **written** request and pays the **Charity's** reasonable costs.

17. Notices

- 17.1. Notices under the **Articles** may be sent by hand, by post or by suitable electronic means or (where applicable to **Members** generally) may be published in any journal distributed by the **Charity**.
- 17.2. The only address at which a **Member** is entitled to receive notices sent by post is an address in the UK shown in the register of **Members**.
- 17.3. Any notice given in accordance with these **Articles** is to be treated for all purposes as having been received:
- 17.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 17.3.2. 2 clear days after being sent by first class post to that address;
 - 17.3.3. 3 clear days after being sent by second class or overseas post to that address;
 - 17.3.4. on the date of publication of a newspaper containing the notice;
 - 17.3.5. on being handed to the **Member** (or, in the case of a **Member** organisation, its **authorised representative**) personally; or, if earlier,
 - 17.3.6. as soon as the **Member** acknowledges actual receipt.
- 17.4. 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.

18. Means of Communication

- 18.1. Subject to the **Articles**, anything sent or supplied by or to the **Charity** under the **Articles** may be sent or supplied in any way in which the **Companies Act** provides for documents or information which are authorised or required by any provision of the **Companies Act** to be sent or supplied by or to the **Charity**.
- 18.2. Subject to the **Articles**, any notice or document to be sent or supplied to a **Trustee** in connection with the taking of decisions by **Trustees** may also be sent or supplied by the means by which that **Trustee** has asked to be sent or supplied with such notices or documents for the time being.

19. Disputes

If a dispute arises between the **Members** about the validity or propriety of anything done by the **Members** under the **Articles**, and the dispute cannot be resolved by

agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

20. Interpretation

20.1. In the **Articles**, unless the context indicates another meaning:

‘**AGM**’ means an annual general meeting of the **Charity**;

‘the **Articles**’ means the **Charity**’s articles of association;

‘**authorised representative**’ means an individual who is authorised by a **Member** organisation to act on its behalf at meetings of the **Charity** and whose name is given to the **Secretary**;

‘**Chair**’ means the chair of the **Trustees**;

‘the **Charity**’ means the company governed by the **Articles**;

‘the **Charities Act**’ means (as applicable) the Charities Act 1993, the Charities Act 2006 and the Charities Act 2011;

‘**charity trustee**’ has the meaning prescribed by section 97(1) of the Charities Act;

‘**clear day**’ means 24 hours from midnight following the relevant event;

‘the **Commission**’ means the Charity Commissioners for England and Wales;

‘the **Companies Act**’ means the Companies Act 2006;

‘**connected person**’ means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a **Trustee**, any **firm** of which a **Trustee** is a member or employee, and any company of which a **Trustee** is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

‘**custodian**’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘**Educational Value**’ in relation to **Garden Land** means land which has interest:

- as a work of art;
- for its historic associations;
- for its horticultural, arboricultural or silvicultural qualities or potential;
- for its architecture;
- for its recreational value;
- for its scenic value: and
- for its nature conservation quality or potential

‘**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;

‘Garden Land’ means garden, park land and designed landscape of amenity and **Educational Value**, related enclosures, boundaries and earthworks, park and garden buildings, other structures and erections and associated plant, machinery and systems, sculpture, garden and park furniture, ornamental woodland planting, gates, ironwork, drives, paths and roadways, lakes, water courses and meadows and includes land associated by view, management or otherwise with garden land.

‘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;

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

‘Member’ and **‘membership’** refer to membership of the **Charity**;

‘Membership Rules’ means the membership rules currently published by the **Charity**;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales;

‘the Objects’ means the Objects of the **Charity** as defined in **Article 3**;

‘Secretary’ means the person appointed as Secretary of the **Charity**;

‘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.

‘written’ or **‘in writing’** refers to a legible document on paper including an email; and

‘year’ means calendar year.

20.2. Expressions defined in the **Companies Act** have the same meaning.

20.3. 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.