



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 7842375

The Registrar of Companies for England and Wales, hereby certifies that

FRIENDS OF GONDWANA RAINFOREST

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **10th November 2011**



N07842375N



Companies House
— for the record —

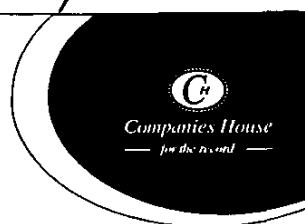


THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company

000005/40



A fee is payable with this form
Please see 'How to pay' on the last page

- ☒ **What this form is for**
You may use this form to register a private or public company
- ☒ **What this form is for**
You cannot use this a limited liability pa this, please use form

TUE TUESDAY



A04 08/11/2011 273 se
COMPANIES HOUSE
A21 01/11/2011 407 ik
COMPANIES HOUSE

Part 1 Company details

→ **Filling in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company name in full ①

FRIENDS OF GONDWANA RAINFOREST

For official use

① **Duplicate names**
Duplicate names are not permitted. A list of registered names can be found on our website. There are various rules that may affect your choice of name. More information is available at www.companieshouse.gov.uk

A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response

② **Company name restrictions**
A list of sensitive or restricted words or expressions that require consent can be found in guidance available on our website www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

- ☒ I confirm that the above proposed company meets the conditions for exemption from the requirement to have a name ending with 'Limited', 'Cyfyngedig' or permitted alternative

③ **Name ending exemption**
Only private companies that are limited by guarantee and meet other specific requirements are eligible to apply for this. For more details, please go to our website www.companieshouse.gov.uk

A4 Company type ④

Please tick the box that describes the proposed company type and members' liability (only one box must be ticked)

- ☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

④ **Company type**
If you are unsure of your company's type, please go to our website www.companieshouse.gov.uk

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Application to register a company

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Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number **THE MILLS**
 Street **WALDEN ROAD**
STAMP CROSS
 Post town **SAFFRON WALDEN**
 County/Region **ESSEX**
 Postcode **C B 1 0 1 P S**

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

- Option 1 I wish to adopt one of the following model articles in its entirety Please tick only one box
☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 2 I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box
☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company
- Option 3 ☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1, For a corporate secretary, go to Section C1, For a director who is an individual, go to Section D1, For a corporate director, go to Section E1

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

① Corporate appointments
For corporate secretary appointments, please complete section C1-C5 instead of section B

Additional appointments
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years.
Married women do not need to give former names unless previously used for business purposes

B2**Secretary's service address ①**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ①**

I consent to act as secretary of the proposed company named in Section A1

Signature	<div style="border: 1px solid black; width: 100px; height: 30px; display: flex; align-items: center; justify-content: center;"> <div style="font-size: 2em; margin-right: 10px;">X</div> <div style="font-size: 0.8em; margin-right: 10px;">Signature</div> <div style="font-size: 2em;">X</div> </div>
-----------	---


① Signature

The person named above consents to act as secretary of the proposed company.

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Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①		① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
	Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
C2	Location of the registry of the corporate body or firm		
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only		
C3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
C4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
Registration number			
C5	Signature ⑤		
	I consent to act as secretary of the proposed company named in Section A1		
Signature	Signature 		⑤ Signature The person named above consents to act as corporate secretary of the proposed company

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Application to register a company

Director**D1****Director appointments ①**Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	DOCTOR
Full forename(s)	Paul Gerard
Surname	McHUGH
Former name(s)②	
Country/State of residence③	UNITED KINGDOM
Nationality	IRELAND / IRISH IRISH
Date of birth	d 1 m 8 y 02 1958
Business occupation (if any)④	UNIVERSITY READER IN LAW

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	SIDNEY SUSSEX COLLEGE
Street	SIDNEY STREET
Post town	CB2 3HU CAMBRIDGE
County/Region	CAMBS
Postcode	CB2 3HU
Country	UNITED KINGDOM

⑤ Service address


This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	--

⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Director**D1 Director appointments ①**

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	PROFESSOR
Full forename(s)	GERMAINE
Surname	GREER
Former name(s) ②	N/A
Country/State of residence ③	UNITED KINGDOM
Nationality	AUSTRALIAN
Date of birth	d ⁰ 2 m ⁰ 9 y ⁰ 1 1 9 3 9
Business occupation (if any) ④	WRITER

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2 Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	THE MILLS
Street	WALDEN ROAD
	STUMP CROSS
Post town	SAFFRON WALDEN
County/Region	ESSEX
Postcode	C B 1 0 1 P S
Country	UNITED KINGDOM

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3 Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature

Signature

X *Germaine Greer* X

⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Director**D1****Director appointments ①**Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	MR
Full forename(s)	ANDREW STEWART
Surname	HARDWICK
Former name(s) ②	
Country/State of residence ③	UNITED KINGDOM
Nationality	BRITISH
Date of birth	d 09 m 05 y 1969
Business occupation (if any) ④	PRODUCER - FILM AND VIDEO

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	27
Street	GEORGIANA STREET
Post town	LONDON
County/Region	
Postcode	NW1 0EA
Country	LONDON

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	--



⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1	Corporate director appointments ①		① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
E2	Location of the registry of the corporate body or firm		
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only		
E3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ②			
Registration number			
E4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
If applicable, the registration number			
E5	Signature ⑤		⑤ Signature The person named above consents to act as corporate director of the proposed company.
	I consent to act as director of the proposed company named in Section A1		
Signature	Signature  		

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Application to register a company

Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

F1 Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
				£
				£
				£
				£
Totals				£

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value ❸

❸ Total aggregate nominal value
Please list total aggregate values in
different currencies separately for
example £100 + €100 + \$10 etc

❶ Including both the nominal value and any
share premium❷ Number of shares issued multiplied by
nominal value of each share

❸ Total number of issued shares in this class

Continuation PagesPlease use a Statement of Capital continuation
page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**

Class of share

Prescribed particulars
①

① Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars 1		<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share</p> <p>Continuation pages Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4 Statement of guarantee

Is your company limited by guarantee?

- Yes Complete the sections below
 → No Go to Part 5 (Statement of compliance)

G1**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) ①	PAUL GERARD
Surname ①	Mc HUGH
Address ②	SIDNEY SUSSEX COLLEGE, SIDNEY STREET, CAMBRIDGE
Postcode	C B 2 3 H U
Amount guaranteed ③	£1.00

Subscriber's details

Forename(s) ①	GERMAINE
Surname ①	GREER
Address ②	THE MILLS, WALDEN ROAD, STUMP CROSS, SAFFRON WALDEN
Postcode	C B 1 0 1 P S
Amount guaranteed ③	£1.00

Subscriber's details

Forename(s) ①	ANDREW STEWART
Surname ①	HARDWICK
Address ②	27 GEORGIANA STREET, LONDON
Postcode	N W 1 0 E A
Amount guaranteed ③	£1.00

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Application to register a company

Subscriber's details

Forename(s) ❶

Surname ❶

Address ❷

Postcode

Amount guaranteed ❸

Subscriber's details

Forename(s) ❶

Surname ❶

Address ❷

Postcode

Amount guaranteed ❸

Subscriber's details

Forename(s) ❶

Surname ❶

Address ❷

Postcode

Amount guaranteed ❸

Subscriber's details

Forename(s) ❶

Surname ❶

Address ❷

Postcode

Amount guaranteed ❸

Subscriber's details

Forename(s) ❶

Surname ❶

Address ❷

Postcode

Amount guaranteed ❸

❶ Name

Please use capital letters

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5 Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

→ No Go to **Section H1** (Statement of compliance delivered by the subscribers)

→ Yes Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① **Statement of compliance delivered by the subscribers**
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

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Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2		Statement of compliance delivered by an agent	
Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association			
Agent's name	ROBERT MEAKIN, STONE KING LLP,		
Building name/number	WELLINGTON HOUSE,		
Street	EAST ROAD		
	CAMBRIDGE		
Post town			
County/Region			
Postcode	C B 1 1 B 4		
Country	ENGLAND		
I confirm that the requirements of the Companies Act 2006 as to registration have been complied with			
Agent's signature	Signature X	X	

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Application to register a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **ROBERT MEAKEN (AGENT)**

Company name **STONE KING LLP**

Address **(CAMBRIDGE OFFICE)**

Post town

County/Region

Postcode

Country

DX

Telephone **01223 451340**

**Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
☐ At the agents address (Given in Section H2)

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☒ You have used the correct appointment sections
- ☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☒ The document has been signed, where indicated
- ☒ All relevant attachments have been included
- ☒ You have enclosed the Memorandum of Association
- ☒ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses

**How to pay**

A fee of £20 is payable to Companies House to register a company

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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Dated

25th October

2011

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

FRIENDS OF GONDWANA RAINFOREST

Stone King LLP
13 Queen Square
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BA1 2HJ
T 01225 337599
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DX 8001 Bath



Also at:

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London
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COMPANIES ACT 2006

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

FRIENDS OF GONDWANA RAINFOREST

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

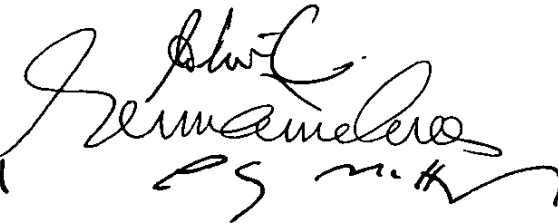
Name of each subscriber

Authentication by each subscriber

ANDREW STEWART HARDWICK

GERMAINE GREER

PAUL GERARD McHUGH



Dated

25th October 2011 ..

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF FRIENDS OF GONDWANA RAINFOREST

1 Name

The name of the Charity ("the Charity") is Friends of Gondwana Rainforest

2 Registered office

The registered office of the Charity shall be in England.

3 Objects

The objects of the Charity shall be for the benefit of the public

- 3.1** To conserve the world's rainforests and particularly, but not exclusively, Gondwana rainforest including the preservation of the bio-diversity of the rainforest eco-systems; and
- 3.2** To restore, rehabilitate, enhance and manage remnant and re-growth rainforest and particularly, but not exclusively, Gondwana rainforest; and
- 3.3** To re-vegetate ex-rainforest lands, including without limitation the establishment and ongoing management of rainforest plantings of significant ecological value and particularly, but not exclusively, ex-Gondwana rainforest; and
- 3.4** To advance the education of the general public in the need for ecological sustainability and resource conservation of the world's rainforests and particularly, but not exclusively, Gondwana rainforest.

4 Powers

The Charity has the following powers which may be exercised only in promoting the objects:

- 4.1** to promote, commission or carry out research, pilot or demonstration projects or training schemes;
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- 4.2** to provide advice;
 - 4.3** to publish or distribute information;
 - 4.4** to co-operate with other bodies;
 - 4.5** to enter into any arrangements with any Government department, local authority, university, college or other body or person conducive to the promotion and attainment of the objects;
 - 4.6** to support, administer or set up other charities;
 - 4.7** to raise funds,
 - 4.8** to borrow or raise money on such terms as may be thought fit and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);
 - 4.9** to secure the discharge of any of the Charity's liabilities and obligations in any manner;
 - 4.10** to acquire any copyright, patents, translation, publication, right of publication or reproduction or other intellectual property rights which may appear useful to the Charity and to protect, prolong, register, renew, exercise, develop, turn to account, use or manufacture the same;
 - 4.11** to advertise in such manner as may be thought expedient with a view to promoting the objects;
 - 4.12** to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any rights therein and any rights or privileges necessary for the promotion of the objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity;
 - 4.13** to let or dispose of property of any kind;
 - 4.14** to provide financial assistance, make grants, donations or loans of money and to give guarantees;
 - 4.15** to draw, make, accept, endorse, discount, execute, issue and deal with promissory notes, bills of exchange and other instruments of any kind, whether or not negotiable or transferable;
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- 4.16** to set aside funds for special purposes or as reserves against future expenditure;
- 4.17** to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 4.18** to solicit contributions to the funds of the Charity and to accept gifts (both inter vivos and testamentary) of money and other property of any kind, whether real or personal and whether or not subject to any specific charitable trusts or conditions;
- 4.19** to accept any gifts, subscriptions, donations, bequests or devises of lands, monies, securities either real or personal property;
- 4.20** to appoint, constitute and delegate powers to such advisory committees as the Trustees may think fit,
- 4.21** to delegate the management of investments to a financial expert, but only on terms that
- (A)** the investment policy is set down in writing for the financial expert by the Trustees;
 - (B)** every transaction is reported promptly to the Trustees,
 - (C)** the performance of the investments is reviewed regularly with the Trustees;
 - (D)** the Trustees are entitled to cancel the delegation arrangement at any time;
 - (E)** the investment policy and the delegation arrangement are reviewed at least once a year,
 - (F)** all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (G)** the financial expert must not do anything outside the powers of the Trustees;
- 4.22** 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,
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- 4.23** to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
 - 4.24** to purchase and maintain insurance for the Trustees as permitted by the Charities Act 2006 against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred by them in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to the Charity 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,
 - 4.25** to employ paid or unpaid agents, staff or advisers,
 - 4.26** to enter into contracts to provide services to or on behalf of other bodies;
 - 4.27** to establish, become a member of, manage, or support any bodies (whether incorporated or not) whose objects may seem capable of furthering any of the objects;
 - 4.28** to establish where necessary local branches (whether autonomous or not);
 - 4.29** to procure the Charity to be registered or recognised in any foreign country or place;
 - 4.30** to pay all costs and expenses arising in connection with the formation and registration of the Charity; and
 - 4.31** to do anything else within the law which promotes or is ancillary to the objects.

5 Benefits to Members and Trustees

- 5.1** The property and funds of the Charity shall be used only for promoting the objects and do not belong to the members of the Charity but, subject to compliance with Article 5 4:
 - (A)** members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity; and
 - (B)** members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.
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5.2 A Trustee shall not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

- (A) as mentioned in Articles 4.24, 5.1(A), 5.1(B) or 5.3 of these Articles,
- (B) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (C) an indemnity (insofar as permitted by Article 16) in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (D) payment to any company in which a Trustee has no more than a one per cent shareholding; and
- (E) in exceptional cases (but only with the written consent of the Commission in advance and subject, where required by the Companies Act, to the approval or affirmation of the members) other payments or benefits

5.3 Any Trustee or Connected Person (or any firm or company of which a Trustee or Connected Person is a member or employee) may enter into a written contract with the Charity to supply services in return for a payment or other material benefit but only if:

- (A) the services are actually required by the Charity,
- (B) the nature and level of the remuneration is no more than is reasonable in relation to the value of the services and is set in accordance with the procedure in Article 5.4; and
- (C) no more than one third of the Trustees are subject to such a contract in any financial year.

5.4 Subject to Articles 5.2 and 5.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (A) declare the nature and extent of his or her interest at or before discussion begins on the matter;
- (B) withdraw from the meeting for that item after providing any information required by the Trustees
- (C) not be counted in the quorum for that part of the meeting; and
- (D) be absent during the vote and have no vote on the matter.

5.5 When a Trustee is a Conflicted Trustee, the Trustees present at a meeting who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interest of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee or a Connected Person, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee or Connected Person:

- (A) to continue to participate in discussions leading to the making of a decision; or
- (B) to disclose information confidential to the Charity to a third party, or
- (C) 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 from the charity, or refrain from taking action designed to remove the conflict

5.6 A Conflicted Trustee who obtains (other than through his 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 This Article may not be amended without the prior permission of the Charity Commission.

6 Membership

6.1 The number of members with which the Charity is registered is unlimited

6.2 The Charity shall maintain a register of members.

6.3 The members of the Charity shall be subscribers to the Memorandum and any such other person as the Trustees by unanimous resolution shall invite to become a member of the Charity and whose name shall be placed by authority of the Trustees on the register of members. Every such person becoming a member of the Charity shall remain a member until he shall cease to be a member by virtue of some provision contained in these Articles.

6.4 Membership shall terminate forthwith if the member concerned:

- (A) gives written notice of resignation to the Charity; or
 - (B) dies or (in the case of a body corporate) ceases to exist; or
-

- (C) is six 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
- (D) is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice).

6.5 Membership of the Charity is not transferable.

7 Limited liability

The liability of the members is limited.

8 Guarantee

Every member promises, if the Charity is dissolved while he or it (in the case of a member which is a corporate body) remains a member or within 12 months afterwards, to contribute up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

9 General Meetings

- 9.1** Members are entitled to attend general meetings either personally or (in the case of a member organisation) through an authorised representative. General meetings are called on at least 21 clear days' written notice to all members specifying the time and place of the meeting, the business to be discussed and, in the case of an AGM, specifying the meeting as such.
- 9.2** No business shall be transacted at any general meeting unless a quorum of members is present. There is a quorum at a general meeting if the number of members personally present is at least three of the members or authorised representatives. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Trustees may determine.
- 9.3** The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

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- 9.4** The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more, at least seven days' notice of the adjourned meeting shall be given, specifying the time and place of the meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 9.5** Except where otherwise provided by these Articles or the Act, every issue is decided by a majority of the votes cast.
- 9.6** The Charity may hold an AGM in every year which all members shall be entitled to attend.
- 9.7** At an AGM the members.
- (A)** receive the accounts of the Charity for the previous financial year;
 - (B)** receive the Trustees' report on the Charity's activities since the previous AGM; and
 - (C)** discuss any issues of policy or deal with any other business put before them.
- 9.8** Any meeting which is not an AGM is a general meeting.
- 9.9** A general meeting may be called at any time by the Trustees and must be called within 21 days on a written request from 10% of the members of the Charity and the meeting must be held within 28 days after the notice convening the meeting.
- 9.10** A resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is demanded:
- (A)** by the Chairman; or
 - (B)** by at least two members having the right to vote at the meeting; or
 - (C)** by a member representing not less than one-seventh of the total voting rights of all the members having the right to vote at the meeting; and
- a demand by a person as proxy for a member shall be the same as a demand by a member.
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- 9.11** Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands before the demand was made.
- 9.12** In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote, in addition to any other vote he may have.
- 9.13** A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman of the meeting directs, being not more than 30 days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.14** No notice need be given of a poll not taken forthwith if the time and place to which it is taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 9.15** A resolution in writing executed by or on behalf of 75% of the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members
- 9.16** Subject as aforesaid, on a show of hands every member present in person shall have one vote and on a poll every member present in person or by proxy shall have one vote. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman, whose decision shall be final and conclusive.
- 9.17** A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote

by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

9.18 Any member of the Charity entitled to attend and vote at a general meeting is entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him.

9.19 An instrument appointing a proxy shall be in any common form or in any form as the Trustees may approve and the Trustees may if they think fit (but subject to the provisions of the Act) send out with the notice of any meeting forms of instrument of proxy for use at the meeting.

9.20 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll

9.21 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:

(A) be deposited at the Office or at such other place within the United Kingdom as is specified on the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(B) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or

(C) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any of the Trustees; and

an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

9.22 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given

or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 9.23** Any Corporation which is a member of the Charity may by resolution of its Trustees or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the authorised representative shall be entitled to exercise the same powers on behalf of the Corporation which he or she represents as that Corporation could exercise if it were an individual member of the Charity.

10 The Trustees

- 10.1** The Trustees as Charity Trustees have control of the Charity and its property and funds. The Trustees shall be members.
- 10.2** The number of Trustees shall be not less than three individuals or bodies corporate, all of whom must be members. The first Trustees shall be the subscribers to the Memorandum.
- 10.3** The Founder shall have the power to appoint and remove Trustees through a letter of appointment or removal.
- 10.4** A Trustee's term of office automatically terminates if he or she:
- (A)** ceases to be a Trustee by virtue of any provision of the Act or he becomes prohibited by law from being a Trustee; or
 - (B)** becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (C)** is or may be suffering from mental disorder and either:
 - (1)** he or she is admitted to hospital in pursuance of an application for admission under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (2)** an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or the appointment of a receiver, curator bonis, or other person to exercise powers with respect to his or her property or affairs; or
 - (D)** is absent from four consecutive meetings of the Trustees and the Trustees resolve that his or her office be vacated; or

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- (E) resigns by written notice to the Trustees; or
 - (F) is removed by resolution passed by at least two-thirds of the Trustees such resolution being passed at a meeting of the Trustees duly convened and held after the meeting has invited the views of the Trustee concerned and the chairman of the meeting has declared that the meeting has considered the matter in light of such views; or
 - (G) ceases to be a member.

10.5 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 of Trustees.

11 Proceedings of Trustees

11.1 The Trustees must hold at least two meetings each year.

11.2 A quorum at a meeting of the Trustees is three of the Trustees.

11.3 A meeting of the Trustees may be held in person or by suitable electronic means as agreed by the Trustees by which participants may communicate with all the other participants.

11.4 The Chairman or (if the Chairman 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 a majority of the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

11.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

11.7 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:

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- (A) to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act and where the office of Secretary is vacant or there is for any other reason no secretary capable of acting, to appoint (and remove) any assistant or deputy secretary (who need not be a member) to so act,
 - (B) to appoint a chairman, treasurer and other honorary officers from among their number;
 - (C) 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);
 - (D) to make rules consistent with the Articles and the Act to govern proceedings at their meetings and at meetings of committees;
 - (E) to make rules consistent with the Articles and the Act to govern the administration of the Charity and the use of its seal (if any),
 - (F) to establish procedures to assist the resolution of disputes within the Charity;
 - (G) subject to the provisions of the Act, the Articles and to any directions given by special resolution, to manage the business of the Charity;
 - (H) to resolve pursuant to Article 4.24 of the Articles to effect indemnity insurance notwithstanding their interest in such a policy, and
 - (I) to exercise any other powers of the Charity which are not reserved to a general meeting.

13 Records and Accounts

13.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (A) annual reports,
- (B) annual returns, and
- (C) annual statements of account.

13.2 The Trustees must keep proper records of:

- (A) all proceedings at general meetings;
- (B) all proceedings at meetings of the Trustees;
- (C) all reports of committees; and
- (D) all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

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.

13.5 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Charity except as conferred by statute or authorised by the Trustees or by ordinary resolution of the Charity.

14 Exclusion of model articles

The model Articles for a company limited by guarantee are hereby expressly excluded.

15 Notices

15.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Charity.

15.2 The only address at which a member is entitled to receive notices is the address 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:

- (A) twenty four hours after being sent by electronic means or delivered by hand to the relevant address;
- (B) two clear days after being sent by first class post to that address;

- (C) three clear days after being sent by second class or overseas post to that address,
- (D) on the date of publication of a newspaper containing the notice;
- (E) on being handed to the member personally; or, if earlier
- (F) 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 Indemnity

Subject to the provisions of the Act, every Trustee or other officer, employee or auditor of the Charity, shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

17 Dissolution

If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied to or for the benefit of such charitable institution or institutions having similar or complementary objects to those of the Charity and if more than one then in such shares or proportions and in such manner in all respects as the Trustees may, in their discretion, decide

18 Interpretation

18.1 In these Articles the following wording shall have the following meanings:

- "the Act" means the Companies Act 2006 and every other statute concerning companies;
- "AGM" means an annual general meeting of the Charity;
- "the Articles" means these Articles of Association;
- "authorised representative" means an individual who is authorised by a member corporation to act on its behalf at meetings of the Charity in accordance with the Act, and whose name is given to the Secretary,

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- "Chairman" means the chairman of the Trustees;
 - "the Charity" means the Charity governed by these Articles;
 - "clear day" means 24 hours from midnight following the relevant event;
 - "Charity Trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993;
 - "the Commission" means the Charity Commissioners for England and Wales;
 - "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;
 - "Connected Person" means, in relation to a Trustee, a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Acts 1993 and 2006;
 - "EGM" means an extraordinary general meeting of the Charity;
 - "financial expert" means an individual, company or firm who is an authorised person within the meaning of the Financial Services and Markets Act 2000;
 - the "Founder" is Professor Germaine Greer of The Mills, Walden Road, Stump Cross, Essex CB10 1PS or such other person appointed by her in writing to act in her place;
 - "material benefit" means a benefit which may not be financial but has monetary value;
 - "member" and "membership" refer to membership of the Charity;
 - "month" means calendar month;
 - "the objects" means the objects of the Charity as defined in Article 3 of these Articles;
 - "the Office" means the registered office of the Charity from time to time;
 - "Secretary" means the Secretary of the Charity;
 - "Trustee" means a Trustee of the Charity and "Trustees" means all of the Trustees;
 - "written" or "in writing" refers to a legible document on paper including a fax message; and
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- "year" means calendar year

18.2 Unless expressly defined herein or unless the context otherwise requires, expressions defined in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Charity, shall have the meanings so defined.

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

18.4 Save where the context otherwise requires references to the masculine gender shall include the feminine gender.
