

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION
of
LLOYD'S REGISTER FOUNDATION



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ARTICLES OF ASSOCIATION

of

LLOYD'S REGISTER FOUNDATION

1. NAME AND REGISTERED OFFICE

- 1 1 The name of the **Charity** is Lloyd's Register Foundation.
- 1 2 The name of the Charity may be changed by a resolution of the **Trustees**
- 1 3 The registered office of the Charity is to be in England and Wales

2. INTERPRETATION

- 2 1 The interpretation provision in **Article** 20 shall apply
- 2 2 The **emboldening** of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 20

3. OBJECTS

- 3 1 The objects of the Charity are the following purposes and (save for purposes incidental and ancillary to those objects), no other purposes

- (a) to secure for the benefit of the community high technical standards of design, manufacture, construction, maintenance, operation and performance for the purpose of enhancing the safety of life and property at sea and on land and in the air,
- (b) the advancement of public education including within the transportation industries and any other engineering and technological disciplines

3 2 Nothing in these Articles shall authorise an application of the Charity's property for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008

4. POWERS

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

- 4 1 to make grants or loans of money and to give guarantees;
- 4 2 to promote, encourage, carry out or commission research, surveys, studies or other work, including work relating to the protection of the environment in furtherance of the Objects, and making the useful results of such work available,
- 4 3 to support, administer or set up other charities and undertake and execute charitable trusts,
- 4 4 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.5 to co-operate or collaborate with other bodies and engage in joint ventures,
- 4 6 to publish or distribute information,
- 4 7 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;

- 4.8 to raise funds (but not by means of **Taxable Trading**),
- 4.9 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**),
- 4.11 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property,
- 4.12 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the **Charities Acts**),
- 4.13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.14 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property,
- 4.15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity,
- 4.16 to set aside funds for special purposes or as reserves against future expenditure,
- 4.17 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 4.18 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);

- 4 19 to delegate the management of investments to a Financial Expert, but only on terms that
- (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees,
 - (b) require the Financial Expert to report every transaction to the Trustees promptly;
 - (c) require the Financial Expert to review the performance of the investments with the Trustees regularly,
 - (d) entitle the Trustees to cancel the delegation arrangement at any time,
 - (e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**,
 - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt,
 - (g) prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4 20 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required,
- 4 21 to delegate the supervision of the Charity's interests in entities in which it has a significant shareholding or right to vote as a member to a committee or board comprised of individuals reasonably believed by the Trustees to have the requisite skills and experience,
- 4 22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 23 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability

incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

- 4 24 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4 25 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children,
- 4 26 to enter into contracts to provide services to or on behalf of other bodies,
- 4 27 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated,
- 4 28 to establish or acquire subsidiary companies,
- 4 29 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4 30 to do anything else within the law which promotes or helps to promote the Objects

5. THE TRUSTEES

- 5 1 The Trustees as Charity Trustees have control of the Charity and its property and funds
- 5 2 The number of Trustees shall be not less than two and not more than ten At least one Trustee must be a natural person and all Trustees must be **Members**
- 5 3 Any person who is willing to act as a Trustee of the Charity and is permitted to be so appointed by the law and the **Articles**, may be appointed to be a Trustee:
 - (a) by **Ordinary Resolution**; or
 - (b) by a decision of the Trustees

5.4 Subject to earlier termination under Article 5.6, Trustees shall hold office for a period of three years

5.5 Any retiring Trustee who remains qualified may be re-appointed, provided that no Trustee may be re-appointed under this Article for more than two consecutive terms of office.

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

- (a) is disqualified under the Charities Acts from acting as a Charity Trustee;
- (b) is incapable, whether mentally or physically, of managing his or her own affairs,
- (c) is absent from four consecutive meetings of the Trustees without consent,
- (d) 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 general meeting),
- (e) resigns by **Written** notice to the Trustees (but only if at least two Trustees will remain in office), or
- (f) is removed by Ordinary Resolution 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

5.7 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.

6. PROCEEDINGS OF TRUSTEES

6.1 The Trustees must hold at least four meetings each Year

6.2 A quorum at a meeting of the Trustees is two Trustees or such other number as the Trustees may from time to time decide

- 6.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
- 6.4 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
- 6.5 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
- 6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose
- (a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees, and
 - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 6.7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue
- 6.8 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity This duty is not infringed if:
- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest,
 - (b) the situation is authorised by the Trustees in accordance with Article 6.9, or
 - (c) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.22
- 6.9 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- (a) the procedure in Article 6.10 is followed,

- (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8, and
- (c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

6 10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

- (a) declare his interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting,
- (d) withdraw during the vote and have no vote on the matter.

6 11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7. **POWERS OF TRUSTEES**

7 1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the **Companies Acts**, the Articles or any **Special Resolution**.

7 2 Without prejudice to Article 7 1, the Trustees may

- (a) appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity,
- (b) appoint a Chairman, Treasurer and other honorary officers from among their number;

- (c) in addition to the provisions of Article 4 21, delegate any of their functions to committees consisting of two or more individuals appointed by them (but all proceedings of committees must be reported promptly to the Trustees),
- (d) make regulations consistent with the Articles and the Companies Acts to govern
 - (i) proceedings at general meetings,
 - (ii) proceedings at meetings of Trustees and meetings of committees, and
 - (iii) the administration of the Charity and the use of its seal (if any),
- (e) establish procedures to assist the resolution of disputes within the Charity,
- (f) exercise any powers of the Charity which are not reserved to a general meeting

7 3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5 2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.

8. BENEFITS TO MEMBERS AND TRUSTEES

8 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but

- (a) Members who are not Trustees may be employed by the Charity,
- (b) Members (and Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
- (c) Members (and Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity,

- (d) Members (and Trustees) who are beneficiaries may receive charitable benefits in that capacity.

8 2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

- (a) as mentioned in Articles 4 233, 8 1(b), 8 1(c), 8 1(d), 8 3, 8 4 or 18,
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
- (c) payment to any company in which a Trustee has no more than a 1% shareholding;
- (d) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)

8 3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Charity,
- (b) any conflict of interests is authorised by the Trustees in accordance with Article 6 9,
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6 10,
- (d) in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract)

8 4 Any Trustee may be paid reasonable fees for serving on the board, any committee of the board or on the board of any company in which the Charity has a significant shareholding provided that:

- (a) any conflict of interests is authorised by the Trustees in accordance with Article 6 9,
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the service provided and is set in accordance with the procedure in Article 6 10.

9. MEMBERSHIP

9 1 The Charity must maintain a register of Members in accordance with the Companies Acts

9 2 Membership of the Charity is open to any individual interested in promoting the Objects who

- (a) applies to the Charity in the form required by the Trustees, and
- (b) is approved by the Trustees

9 3 The Trustees may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

9 4 Membership is terminated if the Member concerned:

- (a) gives Written notice of resignation to the Charity,
- (b) dies;
- (c) is more than 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 it would be in the best interests of the Charity for the Member's Membership to be terminated (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)

9 5 Membership of the Charity is not transferable

10. GENERAL MEETINGS

10 1 Members are entitled to attend general meetings personally or by proxy General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed

10 2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two (or such other number as the Trustees may from time to time decide).

10 3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting

10 4 A general meeting may be called at any time by the Trustees.

10 5 A general meeting may be called on a Written request to the Trustees from at least 5% of the Members.

10 6 On receipt of a Written request made pursuant to Article 10 5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting

11. APPOINTMENT OF PROXIES

11 1 Proxies may only be validly appointed by a notice In Writing which

- (a) states the name and address of the Member appointing the proxy,
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine,
- (d) is delivered to the Charity in accordance with Article 15 8;

- (e) is received by the Charity at least 24 hours before the meeting to which it relates
- 11 2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes
- 11 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 11 4 Unless a proxy notice indicates otherwise, it should be treated as
 - (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting,
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself
- 11 5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15 8, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

12. VOTING AT GENERAL MEETINGS

- 12 1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 12 2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast
- 12 3 Subject to Article 12 4, every Member present in person or by proxy has one vote on each issue.
- 12 4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands
- 12 5 A poll on a resolution may be demanded.

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

12.6 A poll may be demanded by

- (a) the chairman of the meeting;
- (b) any Trustee,
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution

12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

12.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs

13. **WRITTEN RESOLUTIONS**

13.1 Subject to Article 13.2, a resolution In Writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement

13.2 The following may not be passed as a written resolution

- (a) a resolution to remove a Trustee before his period of office expires; and
- (b) a resolution to remove an auditor before his period of office expires

14. RECORDS & ACCOUNTS

14 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, 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

14 2 The Trustees must keep proper records of:

- (a) all resolutions of Members passed otherwise than at a general meeting,
- (b) all proceedings at general meetings,
- (c) all proceedings at meetings of the Trustees,
- (d) all reports of committees, and
- (e) all professional advice obtained

14 3 The records referred to in Articles 14 2(a), 14 2(b) and 14 2(c) must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant

14 4 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

- 14 5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

15. COMMUNICATION WITH MEMBERS

- 15 1 The Charity may validly send or supply any document (including any notice) or information to a Member

- (a) by delivering it by hand to the address recorded for the Member in the register of Members,
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members,
- (c) by fax to a fax number notified by the Member In Writing,
- (d) by electronic mail to an email address notified by the Member In Writing, or
- (e) by means of a website the address of which has been notified to the Member In Writing,

in accordance with this Article 15

- 15 2 The Charity may only send a document or information to a Member by electronic mail

- (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- (b) to the address specified for that purpose by the Member

- 15 3 The Charity may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity communicating with him in that manner, provided that

- (a) the request stated clearly what the effect of failure to respond would be,
- (b) when the request is sent to the Member, at least 12 months have passed since the Charity last requested the Member to agree to receive the same or a similar type of document or information via a website,
- (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
- (d) the Charity complies with the requirements of Articles 15 4 and 15 5

15 4 When sending information or a document via a website, the Charity must notify each intended recipient of

- (a) the presence of the document or information on the website,
- (b) the address of the website,
- (c) the place on the website where it may be accessed; and
- (d) how to access the document or information

15 5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website

- (a) in the case of notice of a general meeting, until after the general meeting has ended, and
- (b) in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 15 4

15 6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,
- (b) two Clear Days after being sent by first class post to the relevant address,

- (c) three Clear Days after being sent by second class or overseas post to the relevant address,
- (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 15 4),
- (e) on being handed to the Member personally, or if earlier
- (f) as soon as the Member acknowledges actual receipt.

15 7 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.

15 8 Members may validly send any notice or document to the Charity:

- (a) by post to.
 - (i) the Charity's registered office, or
 - (ii) any other address specified by the Charity for such purposes,
- (b) to any fax number or email address provided by the Charity for such purposes.

16. **DISPUTES**

If a dispute arises between 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

17. **GUARANTEE**

17 1 The liability of Members is limited

- 17 2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member

18. **INDEMNITY**

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

19. **WINDING UP**

- 19 1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (b) directly for the Objects or charitable purposes within or similar to the Objects,
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance

- 19 2 A final report and statement of account must be sent to the Commission

20. **INTERPRETATION**

- 20.1 In the Articles

Articles means these articles of association;

Authenticated Document means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender

is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement),

Chairman

means the chairman of the Trustees,

Charities Acts

means the Charities Acts 1992 to 2006,

Charity

means the company governed by the Articles;

Charity Trustee

has the meaning prescribed by section 97(1) of the Charities Act 1993,

Clear Days

means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect,

Commission

means the Charity Commission for England and Wales,

Companies Acts

means the Companies Acts 1985 to 2006,

Financial Expert

means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000,

Material Benefit

means a benefit which may or may not be financial but which has a monetary value,

Member and Membership

refer to membership of the Charity,

Month

means calendar month,

Objects

means the objects of the Charity set out in Article 3,

Ordinary Resolution

means a resolution of the Members that is passed by a simple majority,

Person Connected To A Trustee

means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),

Personal Interest

means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance,

Properly Incurred

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity,

Relevant Liability

means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine,
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising),
- (c) for defending criminal proceedings in which he is convicted,

(d) for defending civil proceedings in which judgment is given against him,

(e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief,

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity;

Secretary

means the Secretary of the Charity;

Special Resolution

means a resolution of the Members that is passed by a majority of 75% or more,

Taxable Trading

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

Trustee

means a director of the Charity and **Trustees** means all of the directors,

Written or In Writing

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

Year

means calendar year

20.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles

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

20.4 References to one gender shall include any other gender.

- 20 5 Articles 3, 4 24, 8 and 19 must not be changed without the prior Written authorisation of the Commission
- 20 6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity