

Company No: 7951088

Charity No: 1146384

THE COMPANIES ACT 2006

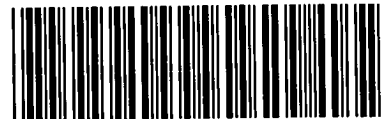
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE NATURAL HISTORY MUSEUM FOUNDATION

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COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE NATURAL HISTORY MUSEUM FOUNDATION

1. **NAME**

- 1.1 The name of the **Charity** is The Natural History Museum Foundation
- 1.2 The Charity may change its name by a unanimous vote of the **NHM Trustees**.

2. **REGISTERED OFFICE**

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

3. **OBJECTS**

The **Objects** of the Charity are to advance the education of the public by promoting and supporting the discovery, understanding, responsible use and enjoyment of the natural world, in particular by promoting or supporting such of the **Charitable Objectives of the NHM** as the **Trustees** determine from time to time and (save for purposes incidental and ancillary to those Objects) no other purposes.

4. **POWERS**

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

- 4.1 to raise funds (but not by means of **Taxable Trading**);
- 4.2 to take and accept any gift of money, property or other assets whether subject to any

special trusts or not;

- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
- 4.4 to promote or carry out research and publish the useful results of that research;
- 4.4 to publish or distribute information;
- 4.5 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.6 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.7 to support other charities and undertake and execute any trusts that may lawfully be undertaken by the Charity and may be conducive to its Objects, including acting as trustee under wills and settlements and as executor or administrator of the estate of any deceased person;
- 4.8 to appoint an individual as a nominee of the Charity to apply for a grant of probate or a grant of letters of administration in any case in which the Charity is empowered to apply for such a grant;
- 4.9 to set aside funds for special purposes or as reserves against future expenditure;
- 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 property of any kind;
- 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 pay any rent and other outgoings and expenses and 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 property;
- 4.14 to purchase, lease or hire, and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.15 to make grants or loans of money and to give guarantees;
- 4.16 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory

notes, bills, cheques and other instruments and to operate bank accounts;

- 4.17 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless all 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);
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.18.1 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;
 - 4.18.2 require the Financial Expert to report every transaction to the Trustees promptly;
 - 4.18.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
 - 4.18.4 entitle the Trustees to cancel the delegation arrangement at any time;
 - 4.18.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a year;
 - 4.18.6 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;
 - 4.18.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.19 to arrange for investments or other property of the Charity to be held in the name of a nominee and to pay any reasonable fee required;
- 4.20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.21 to purchase insurance designed to indemnify the Trustees against any personal liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Trustees provided that the terms of such insurance exclude the provision of indemnity for liability incurred:
 - 4.21.1 to pay a fine imposed in criminal proceedings;
 - 4.21.2 to pay a sum payable to a regulatory authority by way of a penalty in respect of

non-compliance with any requirement of a regulatory nature (however arising);

4.21.3 by him in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or

4.21.4 by him, to the Charity, that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the interests of the Charity or not;

4.22 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisors, agents and volunteers;

4.23 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;

4.24 to enter into contracts;

4.25 to establish or acquire subsidiary companies to assist or act as agents for the Charity;

4.26 to pay the reasonable and proper costs of forming and administering the Charity; and

4.27 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 Trustees when complete consist of at least four and not more than eighteen individuals, all of whom must consent to act as Members at the time of their appointment.

5.3 Subject to Article 5.4, the Trustees shall be appointed as follows:

5.3.1 the NHM shall appoint up to four Trustees ("**NHM Trustees**") from time to time by giving notice in Writing to the Charity. The NHM Trustees may include **Persons Connected to the NHM**; and

5.3.2 those Trustees who are not NHM Trustees shall appoint up to fourteen Trustees ("**Independent Trustees**") by resolution passed at a meeting of the Independent Trustees or by resolution in writing signed by all of the Independent Trustees. The Independent Trustees must not include Persons Connected to the NHM.

- 5.4 No person may be appointed as a Trustee if, as a result of their appointment, the ratio of NHM Trustees to Independent Trustees would exceed 1:3.
- 5.5 Subject to earlier termination under Article 5.7, Trustees shall hold office for a period of two years.
- 5.6 Any retiring Trustee who remains qualified may be re-appointed, provided that no Trustee may be re-appointed under this Article by the NHM or the Independent Trustees for more than two additional consecutive terms of office, unless the Members consider on an exceptional basis that it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.
- 5.7 A Trustee's term of office automatically terminates if he or she:
- 5.7.1 is disqualified under the Charities Acts from acting as a Charity Trustee;
 - 5.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 5.7.3 is absent from three consecutive meetings of the Trustees and is asked to resign by a resolution of the Trustees passed at a meeting of which at least seven days' notice in Writing indicating the intention to propose such resolution shall have been given;
 - 5.7.4 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);
 - 5.7.5 resigns by Written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 5.7.6 is removed by an ordinary resolution passed at a meeting of the Members after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 5.8 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 one meeting each year.
- 6.2 A quorum at a meeting of the Trustees:
- 6.2.1 is three Trustees (or 50% of their number, whichever is the greater) of whom a majority are Independent Trustees; and

- 6.2.2 (save in the case of a resolution to appoint a new Independent Trustee or where all NHM Trustees are disqualified from forming part of the quorum pursuant to Article 6.10) must include at least one NHM Trustee.
- 6.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 6.4 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.
- 6.5 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 and approved by a simple majority of them 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).
- 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 procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 6.9 If a conflict of interests or loyalties arises, or might arise, for a Trustee and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict provided that:
- 6.9.1 the procedure in Article 6.10 is followed;
 - 6.9.2 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances applying; and
 - 6.9.3 authorisation would not result in a Trustee or a Person Connected to a Trustee receiving a benefit from the Charity that would not be permitted by Article 8.
- 6.10 Whenever a Trustee has a **Personal Interest** in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 6.10.1 declare the interest before discussion begins on the matter;
 - 6.10.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 6.10.3 not be counted in the quorum for that part of the meeting; and

6.10.4 withdraw during the vote and have no vote on the matter.

- 6.11 The NHM shall be entitled to appoint a representative to attend meetings of the Trustees on its behalf as an observer, who, for the avoidance of doubt shall not have the right to vote or speak at such meetings unless expressly invited to provide information.

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

7.2.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;

7.2.2 to appoint a Chair from among Trustees;

7.2.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee, the chair of each committee must be an Independent Trustee and all proceedings of committees must be reported promptly to the Trustees);

7.2.4 to make regulations consistent with the Articles and the Companies Acts to govern:

(a) proceedings at general meetings;

(b) proceedings at meetings of the Trustees and at meetings of committees; and

(c) administration of the Charity and the use of its seal (if any);

- 7.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed for a quorum at a meeting of the Trustees, 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** but:

8.1.1 Members, Trustees and Persons Connected to a Trustee may be paid interest at a reasonable rate on money lent to the Charity;

- 8.1.2 Members, Trustees and Persons Connected to a Trustee may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- 8.1.3 Members, Trustees and Persons Connected to a Trustee who are beneficiaries of the Charity may receive charitable benefits from it 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:
 - 8.2.1 as mentioned in Articles 4.21, 8.1.1, 8.1.2 or 8.3;
 - 8.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 8.2.3 an indemnity in respect of any liabilities **Properly Incurred** in running the Charity or otherwise against any **Relevant Liability**;
 - 8.2.4 without prejudice to Article 8.3, payment to any company in which a Trustee has no more than a 1% shareholding;
 - 8.2.5 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:
 - 8.3.1 the goods or services are actually required by the Charity;
 - 8.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.10;
 - 8.3.3 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).

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 only to the NHM and the Trustees and every Trustee shall, on appointment, sign a Written consent to become a Member, which shall take effect on the date of his or her appointment as a Trustee.

- 9.3 Membership is terminated if the Member concerned:
- 9.3.1 gives Written notice of resignation to the Charity;
 - 9.3.2 dies; or
 - 9.3.3 (save in the case of the NHM) ceases to be a Trustee.
- 9.4 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, by proxy or (in the case of the NHM) by authorised representative is:
- 10.2.1 at least three (or 50% of the Members if greater) of whom a majority are also Independent Trustees; and
 - 10.2.2 includes the authorised representative of the NHM.
- 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 Any appointment of a proxy must be made by a notice in Writing which:
- 11.1.1 states the name and address of the Member appointing the proxy;
 - 11.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

11.1.3 is signed by the Member appointing the proxy or is authenticated in such other manner as the Trustees may determine;

11.1.4 is delivered to the Charity in accordance with Article 15;

11.1.5 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:

11.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;

11.4.2 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 notice in Writing, 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, by proxy or by authorised representative 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:

12.5.1 in advance of the general meeting where it is to be put to the vote; or

12.5.2 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:

12.6.1 the chairman of the meeting;

12.6.2 any Trustee;

12.6.3 two or more persons having the right to vote on the resolution; or

12.6.4 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 13.8, any resolution that may be passed validly at a general meeting of the Charity may be passed as a Written Resolution.

13.2 A Written Resolution may be proposed by the Trustees or by 5% or more of the Members (on Written request to the Trustees).

13.3 If the Members exercise their right to propose a Written Resolution:

13.3.1 they may also require the Charity to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution; and

13.3.2 such Members shall meet the costs of circulating the Written Resolution (and, where relevant, any accompanying statement), unless the Charity resolves otherwise.

13.4 The Trustees must circulate any proposed Written Resolution to all Members, together with:

13.4.1 any accompanying statement;

13.4.2 guidance on how to signify agreement to the resolution; and

13.4.3 the date by which the resolution must be passed if it is not to lapse.

13.5 A Member signifies agreement to a proposed Written Resolution when the Charity receives from the Member an **Authenticated Document** (whether in hard copy or electronic form)

identifying the resolution to which it relates and the Member's agreement to it.

13.6 Subject to Article 13.7, a Written Resolution is passed when:

13.6.1 in the case of an **Ordinary Resolution**, a simple majority of the Members have signified their agreement to it; and

13.6.2 in the case of a Special Resolution, at least 75% of the Members have signified their agreement to it.

13.7 A proposed Written Resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.

13.8 The following may not be passed as a Written Resolution:

13.8.1 a resolution to remove a Trustee before his or her period of office expires; and

13.8.2 a resolution to remove an auditor before his or her 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 keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

14.1.1 annual reports;

14.1.2 annual returns; and

14.1.3 annual statements of account.

14.2 The Trustees must keep proper records of:

14.2.1 all resolutions of Members passed otherwise than at a general meeting;

14.2.2 all proceedings at general meetings;

14.2.3 all proceedings at meetings of the Trustees;

14.2.4 all reports of committees; and

14.2.5 all professional advice obtained.

14.3 The records referred to in Articles 14.2.1, 14.2.2 and 14.2.3 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:

- 15.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;
- 15.1.2 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;
- 15.1.3 by fax to a fax number notified by the Member in Writing;
- 15.1.4 by electronic mail to an email address notified by the Member in Writing; or
- 15.1.5 by means of a website the address of which has been notified to the Member in Writing;

in accordance with the provisions of the Companies Acts.

- 15.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 15.2.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 15.2.2 two Clear Days after being sent by first class post to the relevant address;
 - 15.2.3 three Clear Days after being sent by second class or overseas post to the relevant address;
 - 15.2.4 on the date on which the notice was posted on a website (or, if later, the date on which the recipient was notified of the posting on the website in accordance with the

Companies Acts);

15.2.5 on being handed to the Member personally; or if earlier

15.2.6 as soon as the Member acknowledges actual receipt.

15.3 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.

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

15.4.1 by post to

(a) the Charity's registered office; or

(b) any other address specified by the Charity for such purposes;

15.4.2 to any fax number or email address provided by the Charity for such purposes.

15.5 Any notice sent to the Charity by a Member is to be treated as having been received within the timescales set out in Article 15.2 for the relevant method of communication.

16. LIMITED LIABILITY

The liability of the Members is limited.

17. GUARANTEE

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 Months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member.

18. DISSOLUTION

18.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways approved by unanimous resolution of the Members:

18.1.1 directly for the Objects or charitable purposes within the Objects;

18.1.2 in such other manner consistent with charitable status as the Commission approves in Writing in advance.

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

19. **ENTRENCHMENT**

This Article and the following Articles may be amended only by unanimous resolution of all the **Members** of the Charity:

19.1 Article 1.2;

19.2 Article 3;

19.3 Articles 5.3, 5.4 and 5.6;

19.4 Articles 6.2 and 6.11;

19.5 Articles 9.2 and 9.3;

19.6 Article 10.2 and

19.7 Article 21.5

20. **EXCLUSION OF THE MODEL ARTICLES**

The relevant model articles prescribed by the Companies Acts are excluded in their entirety from having any application to the Charity.

21. **INTERPRETATION**

21.1 In these Articles:

"these 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 where the Charity has no reason to doubt the truth of that statement);

"Chair"

means the chairperson of the Trustees;

"Charitable Objectives of the NHM"	means the functions of the NHM for the purposes of the British Museum Act 1963 (as amended);
"the Charity"	means the company governed by these Articles;
"the Charities Acts"	means the Charities Acts 1992 1993 and 2006;
"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 given or deemed to be given and the day for which it is given or on which it is to take effect;
"the Commission"	means the Charity Commission for England and Wales;
"the Companies Acts"	means the Companies Acts 1985 1989 and 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;
"Independent Trustee"	means a Trustee who is appointed pursuant to Article 5.3.2;
"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 for the purposes of the Companies Acts;
"Month"	means calendar month;
"NHM"	means the statutory corporation known as the Trustees of the Natural History Museum, incorporated by the British Museum Act 1963, located at The Natural History Museum Cromwell Road, London SW7 5BD;

"NHM Trustee"

means a Trustee who is appointed pursuant to Article 5.3.1;

"Objects"

means the Objects of the Charity as set out in Article 3;

"Person Connected to the NHM"

means a person who is (a) a trustee or employee of the NHM; or (b) a Person Connected to such trustee or employee;

"Person Connected to" X, where X is (a) a trustee or employee of the NHM; or (b) a Trustee

means (a) a child, parent, grandchild, grandparent, brother or sister of X, (b) the spouse or civil partner of X or anyone falling within paragraph (a), (c) a person carrying on business in partnership with X or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by X 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 X 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"

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;

"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;

"Written Resolution"

means a resolution passed, or to be passed, pursuant to Article 13;

"year"

means calendar year.

- 21.2 Any capitalised terms that are not specifically defined in these Articles shall, unless the context requires otherwise, have the meaning given to them by the relevant Act of Parliament or subordinate legislation. In particular, unless the context requires otherwise, expressions defined in the Charities Acts and the Companies Acts have the same meaning in these Articles.
- 21.3 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.
- 21.4 References to any gender shall include all other genders.
- 21.5 In the case of any doubt arising as to the extent of the Charitable Objectives of the NHM, the Trustees shall refer the matter to the trustees of the NHM, whose interpretation shall be conclusive and binding.