

Company number: 02608087

**COMPANIES ACT 2006**  
**A COMPANY LIMITED BY GUARANTEE**  
**NOT HAVING A SHARE CAPITAL**

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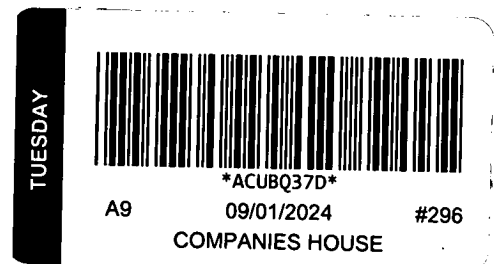
**MEMORANDUM AND ARTICLES**  
**OF ASSOCIATION OF**  
**THE ANDREW WAINWRIGHT REFORM TRUST**  
**LIMITED**

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(Incorporated on 7 May 1991 as amended by special  
resolutions on 24 May 1991 and 2023)

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**Companies Acts 1985 to 2006**

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

**MEMORANDUM OF ASSOCIATION OF**

**THE ANDREW WAINWRIGHT REFORM TRUST LIMITED**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 1985 and agrees to become a member of the company.

<b>Name of each subscriber</b>	<b>Authentication by each subscriber</b>
Ram Roy Bhaskar	[signature of Ram Roy Bhaskar]
Hilary Ann Wainwright	[signature of Hilary Ann Wainwright]
Martin Scurrah Wainwright	[signature of Martin Scurrah Wainwright]
Penelope Wainwright	[signature of Penelope Wainwright]
Tessa Mary Wainwright	[signature of Tessa Mary Wainwright]
Hugh Patrick Iliffe Scott	[signature of Hugh Patrick Iliffe Scott]
Joyce Mary Wainwright	[signature of Joyce Mary Wainwright]
Richard Scurrah Wainwright	[signature of Richard Scurrah Wainwright]
Dated:	2 <sup>nd</sup> April 1991

**Companies Act 2006**

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

**ARTICLES OF ASSOCIATION OF**

**THE ANDREW WAINWRIGHT REFORM TRUST LIMITED**

**1. NAME**

The name of the Company is The Andrew Wainwright Reform Trust Limited, or such other name as the Directors (by simple majority) may from time to time decide.

**2. LIMITED LIABILITY**

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

**3. OBJECTS**

The Objects are specifically restricted to the following anywhere in the world:

- 3.1 To strive by all means for the attainment of a just, fair, tolerant, caring, democratic society;
- 3.2 to redress political and social injustices and inequalities;
- 3.3 to strive for the diminution or removal of discrimination on grounds of colour, race, sex, age, physical or mental handicap, political opinion or personal convictions;
- 3.4 to promote independent and objective standards in education without dogmatic interference;
- 3.5 to promote just and fair employment, industrial and commercial relations;
- 3.6 to strive for the promotion of political integrity, freedom of speech, freedom of publication and freedom of religious conviction and individual beliefs;
- 3.7 to support the victims of political, economic, cultural and social oppression;

- 3.8 to oppose cruelty, abuse, torture and to defend disadvantaged minorities of all kinds;
- 3.9 to promote peace and disarmament;
- 3.10 to promote standards of decency, justice and fair dealing in private and public life, particularly in commerce and the media;
- 3.11 to strive for the promotion of social care to secure the removal or alleviation of homelessness, unemployment, drug addiction, sickness and disability; and
- 3.12 generally to promote the welfare of communities and the maintenance of ethical standards and principles of natural justice, and to support the preservation and protection of the environment.

#### **4. POWERS**

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

- 4.1 to raise funds;
- 4.2 to borrow money and give security for loans;
- 4.3 to acquire or hire property of any kind and to maintain it and equip it for use;
- 4.4 to let or dispose of property of any kind;
- 4.5 to make grants or loans of money and to give guarantees;
- 4.6 to promote or carry out research;
- 4.7 to promote, campaign and lobby for legislative, political and social reforms;
- 4.8 to provide advice;
- 4.9 to publish or distribute information;
- 4.10 to co-operate with other organisations;
- 4.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.12 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);

- 4.13 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.13.1 the investment policy is set down in writing for the Financial Expert by the Directors;
  - 4.13.2 every transaction is reported regularly to the Directors;
  - 4.13.3 the performance of the investments is reviewed regularly with the Directors;
  - 4.13.4 the Directors are entitled to cancel the delegation arrangement at any time;
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.13.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Directors on receipt; and
  - 4.13.7 the Financial Expert must not do anything outside the powers of the Directors;
- 4.14 to arrange for investments or other property of the Company to be held in the name of a Nominee Company acting under the control of the Directors or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 4.15 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required;
- 4.16 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company;
- 4.17 to pay for Indemnity Insurance for the Directors;
- 4.18 subject to article 10, to employ paid or unpaid agents, staff or advisers;
- 4.19 to enter into contracts to provide services to or on behalf of other Bodies;
- 4.20 to establish or acquire companies and/or other Bodies to assist, or act as agents for, the Company;
- 4.21 to acquire, merge with or enter into any partnership or joint venture arrangement with any other Body.

## **5. MEMBERSHIP**

- 5.1 The Company must maintain a register of Members.
- 5.2 Any person who is appointed as a Director will automatically, by virtue of that appointment, become a Member. No person other than a Director may be admitted as a Member.
- 5.3 Membership is automatically terminated if the Member concerned:
  - 5.3.1 ceases to be a Director;
  - 5.3.2 gives written notice of resignation to the Company;
  - 5.3.3 dies, or in the case of an organisation ceases to exist; or
  - 5.3.4 is removed from Membership by resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company. The Directors may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice.
- 5.4 Membership is not transferable.

## **6. GENERAL MEETINGS**

### **Calling a general meeting**

- 6.1 A general meeting may be called at any time by the Directors and must be called within 21 days of a written request from at least 5% of the Members in accordance with the Companies Acts to be held on a date not more than 28 days after the date of the notice.
- 6.2 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting who hold at least 90% of the total voting rights at that meeting of all the Members.
- 6.3 The notice of general meeting shall specify the place, the date and the time of the general meeting and, if applicable, the arrangements for accessing the meeting Virtually, state the general nature of the business to be dealt with at the meeting and state with reasonable prominence that a Member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and to speak and vote instead of him, her or it. If the meeting is to be an AGM, the notice must say so.

- 6.4 Where it is intended to pass a Special Resolution at a general meeting, the notice must include the text of the resolution and state that it is intended to propose the resolution as a Special Resolution.
- 6.5 Notice must be sent to:
- 6.5.1 the Company's auditors (if any); and
- 6.5.2 the Members (who are also the Directors).
- 6.6 The accidental omission to give notice of any general meeting, or to send a form of proxy with a notice where required, or the non-receipt of a notice or form of proxy, shall not invalidate the proceedings at any general meeting.

#### **Attending a general meeting**

- 6.7 Members are entitled to attend general meetings either personally (which may be physically or, if applicable, Virtually), (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Directors in which all participants may communicate with all the other participants.

#### **Quorum**

- 6.8 There must be a quorum present before a general meeting starts to do business. There is a quorum at a general meeting if the number of Members present in person (physically or, where applicable, Virtually), by authorised representative or by proxy is at least three.

#### **Proceedings at general meetings**

- 6.9 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Member elected by those Members present presides at a general meeting.
- 6.10 Except where otherwise provided by the Articles or the Companies Acts, every issue at a general meeting is decided by a majority of the votes cast.
- 6.11 Every Member present in person (which may be physically or, where applicable, Virtually), or through an authorised representative, or by proxy has one vote on each issue.
- 6.12 A declaration by the person chairing the meeting that a resolution has been:
- 6.12.1 carried;
- 6.12.2 carried unanimously, or by a particular majority;

6.12.3 not carried; or

6.12.4 not carried by a particular majority, and

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

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

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

#### **Proxies**

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

#### **Written resolutions**

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

#### **Annual general meetings**

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

### **7. THE DIRECTORS**

7.1 The Directors as Company Directors have control of the Company and its property and funds.

7.2 The Company must maintain a register of Directors (which may be called a register of directors).

### **Number of Directors**

- 7.3 There shall be at least three Directors and there shall be no maximum number of Directors. In accordance with article 5.2, the Directors shall become Members by virtue of their appointment as Directors.

### **Appointment of Directors**

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

### **Terms of office and retirement by rotation**

- 7.7 Directors shall be appointed for terms of 3 years. A Director who has served their term must retire at the next Annual Directors' Meeting.
- 7.8 A retiring Director who remains qualified may be reappointed.

### **Retirement and removal of Directors**

- 7.9 A Director's term of office automatically terminates if he or she:
- 7.9.1 retires by rotation in accordance with article 7.7;
  - 7.9.2 resigns by written notice to the Directors (but only if at least three Directors will remain in office);
  - 7.9.3 dies;
  - 7.9.4 is disqualified under the Companies Acts from acting as a Company Director or is prohibited by law from being a director of a company;
  - 7.9.5 is, in the reasonable opinion of the other Directors, at any time incapable, whether mentally or physically, of managing his or her own affairs;
  - 7.9.6 is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign; or

- 7.9.7 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Directors on resuming Membership of the Company);

## 8. DIRECTORS' PROCEEDINGS

- 8.1 The Directors must hold at least one meeting each year. A meeting of the Directors may be held in such a way as may be agreed by the Directors, provided all participants may communicate with all the other participants simultaneously. This may include:
  - 8.1.1 physical meetings where all participants are present in the same room;
  - 8.1.2 virtual meetings where all participants access the meeting Virtually;
  - 8.1.3 hybrid meetings where some participants attend physically and some attend Virtually;
  - 8.1.4 satellite meetings where there are two or more physical venues linked Virtually and all participants are physically with at least one other participant.
- 8.2 Where a Directors' meeting is being held Virtually (whether fully Virtually or partly Virtually) and there is a failure in the technology such that one or more participants is unable to communicate with the other participants, those participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to communicate is not re-established within 10 minutes, the Directors must adjourn the meeting. If the meeting is still quorate, the Directors may either continue the meeting or adjourn it.
- 8.3 The Directors shall designate one meeting of Directors each year as the "**Annual Directors' Meeting**". At an Annual Directors' Meeting the Directors may:
  - 8.3.1 appoint Directors;
  - 8.3.2 accept the retirement of those Directors who wish to retire or who are retiring by rotation in accordance with article 7.7; and/or
  - 8.3.3 conduct any other business they see fit.

### **Calling Directors' meetings**

- 8.4 A Director may at any time, and the Secretary (if any) must at the request of a Director, summon a meeting of the Directors.
- 8.5 Notice of a meeting of the Directors may be given to a Director personally or by word of mouth or sent in writing to him or her at his or her last known postal or email address or any other postal or email address given by him or her to the Company for this purpose.
- 8.6 Except where there are matters demanding urgent consideration, each Director must be given reasonable notice of each meeting of the Directors.

### **Quorum**

- 8.7 A quorum at a meeting of the Directors is three, save that where the total number of directors for the time being is less than three, the Directors may act to appoint further Directors.

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

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

### **Procedural defects**

- 8.13 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

8.14 Subject to article 8.15, all decisions of the Directors or a committee of the Directors shall be valid notwithstanding the participation in any decision of a Director:

8.14.1 whose appointment is subject to a technical defect of which the Directors are unaware at the time the decision is made;

8.14.2 who was disqualified from holding office;

8.14.3 who had previously retired or who had been obliged by the Articles to vacate office;

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

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

8.15 Article 8.14 does not permit a Director or Connected Person to keep any benefit that may be conferred on him, her or it by a resolution of the Directors or a committee of the Directors if, but for article 8.14, the resolution would have been void.

## **9. DIRECTORS' POWERS**

The Directors have the following powers in the administration of the Company:

9.1 to appoint (and remove) any person, who may, or may not, be a Member and a Director, to act as Secretary in accordance with the Companies Acts;

9.2 to appoint (and remove) a Chairperson, Treasurer and other honorary officers from among their number;

9.3 to confer on any individual (with his or her consent) the honorary title of patron, president or vice-president of the Company;

9.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors in accordance with any rules made in accordance with article 9.6;

9.5 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;

- 9.6 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 9.7 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any);
- 9.8 to establish procedures to assist the resolution of disputes or differences within the Company;
- 9.9 to exercise any powers of the Company which are not reserved to the Members.

## **10. BENEFITS TO MEMBERS AND DIRECTORS**

- 10.1 The income and property of the Company from whatever source shall be applied solely towards the promotion of the objects of the Company as set out in these Articles of Association and no part of such income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Company<sup>1</sup>.
- 10.2 The above article 10.1 shall be unalterable by Special Resolution or otherwise.
- 10.3 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto, including any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application under Section 1157 of the Companies Act 2006 in which relief is granted to him or her by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of duties of his or her office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 232 of the Companies Act 2006.
- 10.4 The Directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

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<sup>1</sup> This provision was entrenched in a change to the memorandum of association by a special resolution dated 24 May 1991. As a consequence, it is not possible to amend the article other than by court order: para 4 of Sch 2 Companies Act 2006 (Commencement No.8, Transitional Provisions and Savings) Order 2008/2860.

- 10.5 The Directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.
- 10.6 Subject to the provisions of the Companies Acts and of article 11, the Directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his or her employment by the Company or for the provision by him or her of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such director for his or her services as they think fit. Any appointment of a Director to an executive office shall terminate if he or she ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company. A managing director and a Director holding any other executive office shall not be subject to retirement by rotation.
- 10.7 Subject to the provisions of the Companies Acts, and provided that he or she has complied with article 11, a Director notwithstanding his or her office -
- 10.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 10.7.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the company is otherwise interested; and
- 10.7.3 shall not, by reason of his or her office, be accountable to the company for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

## **11. CONFLICTS OF INTEREST**

- 11.1 Whenever a Director has a personal interest in a matter which is to be discussed at a meeting of the Directors or a committee, he or she must comply with the procedure in article 11.2.

- 11.2 Where this article applies, a Director must:
- 11.2.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 11.2.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 11.2.3 not be counted in the quorum for that part of the meeting; and
  - 11.2.4 have no vote on the matter and be absent during the vote if so requested by the other Directors.
- 11.3 Subject to article 11.2, if a Conflict of Interest matter is proposed to the Directors, the Unconflicted Directors may agree to:
- 11.3.1 authorise that matter; or
  - 11.3.2 authorise a Conflicted Director to act in their ordinary capacity as a Director and carry out all their duties and powers as a Director in relation to that matter.
- 11.4 Where the Unconflicted Directors consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Director must comply with the procedure set out in article 11.2.
- 11.5 For the purposes of article 11:
- 11.5.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
  - 11.5.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

## **12. RECORDS AND ACCOUNTS**

- 12.1 The Directors must comply with the requirements of the Companies Act as to keeping financial records, the audit accounts and the preparation and transmission to the Companies House of:
- 12.1.1 confirmation statements;
  - 12.1.2 annual reports; and

- 12.1.3 annual statements of account.
- 12.2 The Directors must keep proper records of:
  - 12.2.1 all proceedings at general meetings and all written resolutions of the Members;
  - 12.2.2 all proceedings at meetings of the Directors and all written resolutions of the Directors;
  - 12.2.3 all reports of committees; and
  - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.
- 12.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member.

### **13. NOTICES**

- 13.1 Notices under the Articles may be delivered by hand, or sent by post or by suitable electronic means.
- 13.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 13.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 13.3.2 two clear days after being sent by first class post to that address;
  - 13.3.3 three clear days after being sent by second class or overseas post to that address;
  - 13.3.4 on being handed to the Member personally; or, if earlier,
  - 13.3.5 as soon as the Member acknowledges actual receipt.
- 13.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **14. AMENDMENTS**

- 14.1 Subject to articles 10.2 and 15.2, the Members may amend the Articles by Special Resolution.
- 14.2 The Secretary (if any) or the Directors must send the amended Articles and the signed Special Resolution or a signed print of the Special Resolution which adopted the Articles to Companies House.
- 14.3 When amending the objects, the Secretary (if any) or the Directors must file any relevant forms at Companies House at the same time as filing the Special Resolution and amended Articles.

## **15. DISSOLUTION**

- 15.1 Any property which remains on the winding up or dissolution of the Company after the discharge of all its debts and liabilities shall be given or transferred to such one or more institutions organisations or companies having objects the same or similar to these or some of those of the Company as the Members at or before the time of such winding up or dissolution shall determine or in default of such determination as a court of competent jurisdiction shall direct AND no part of any such property shall be distributed to the Members.<sup>2</sup>
- 15.2 The above article 15.1 shall be unalterable by Special Resolution or otherwise.

## **16. MODEL ARTICLES AND TABLE A**

The Model Articles and Table A are excluded and do not apply to the Company.

## **17. INTERPRETATION**

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

"AGM" means an annual general meeting of the Company;

"Annual Directors' Meeting" has the meaning given in article 8.3;

"Articles" means the Company's articles of association;

"Chairperson" means the chairperson of the Directors;

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<sup>2</sup> This provision was entrenched in a change to the memorandum of association by a special resolution dated 24 May 1991. As a consequence, it is not possible to amend the article other than by court order: para 4 of Sch 2 Companies Act 2006 (Commencement No.8, Transitional Provisions and Savings) Order 2008/2860.

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

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

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

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

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

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

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

**"Connected Person"** includes:

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

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

**"Director"** means a director of the Company and **"Directors"** means the directors;

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

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

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

**"Indemnity Insurance"** means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

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

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

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

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

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

**"Objects"** means the Objects of the Company as defined in article 3;

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

**"Special Resolution"** has the meaning given in section 283 of the Companies Act 2006;

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

**"Table A"** means the standard form articles contained in Table A of the Companies (Tables A to F) Regulations 1985 (as amended);

**"Virtually"** means by telephone link, video link, or other technology enabling all participants to communicate with one another in real time without being physically present in the same place;

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

**"year"** means calendar year.

- 17.2 Expressions defined in the Companies Acts have the same meaning in these Articles.
- 17.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.