

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

The Anna Freud Centre

Company Number: 3819888



10 Queen Street Place, London
EC4R 1BE
bateswells.co.uk

COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF THE ANNA FREUD CENTRE

1. NAME

The name of the Company is The Anna Freud Centre ("the Charity").

2. REGISTERED OFFICE

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

3. OBJECTS

The objects of the Charity are:

3.1 the promotion for the public benefit of the awareness, prevention and relief of mental illness or disorder and the protection and preservation of mental wellbeing and emotional health, in particular but without prejudice to the generality, by the means of:

3.1.1 the practice of and research into psychological and other appropriate methods of therapy and support for infants, children, young people, and adults;

3.1.2 training infant, child, adolescent and adult psychological therapists and those directly working to support children and families; and

3.1.3 supporting communities to facilitate diverse approaches to support the mental health and wellbeing of infants, children, young people and parents and carers;

3.2 the advancement of education for the public benefit, in particular but without prejudice to the generality, by:

3.2.1 providing training and education in the field of mental health;

3.2.2 carrying out research in the field of mental health; and

3.2.3 by establishing, maintaining and supporting educational institutions including free schools and academies.

("the Objects").

4. POWERS

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

4.1 to establish and maintain a clinic;

4.2 to establish and maintain training courses, conferences, exhibitions, lectures, and other educational activities;

4.3 to promote or carry out research;

4.4 to provide or procure the provision of advice, counselling and guidance;

4.5 to publish or distribute information;

- 4.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation, and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 4.7 to co-operate with other bodies;
- 4.8 to support, administer or set up other charities;
- 4.9 to raise funds by way of subscription, donation or otherwise;
- 4.10 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.12 to acquire or hire property of any kind;
- 4.13 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.14 to make grants or loans of money and to give guarantees;
- 4.15 to set aside funds for special purposes or as reserves against future expenditure;
- 4.16 to deposit or invest funds in any manner after careful and prudent consideration (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 4.17 to delegate the management of investments to a financial expert, but only on terms that:
 - 4.17.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.17.2 the performance of the investments is reviewed regularly with the Trustees;
 - 4.17.3 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.17.4 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.17.5 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - 4.17.6 the financial expert must not do anything outside the powers of the Trustees;
- 4.18 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.19 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.20 accept (or disclaim) gifts of money and any other property;
- 4.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

- 4.22 subject to Article 5:
- 4.22.1 engage and pay employees, consultants and professional or other advisers; and
 - 4.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.23 to enter into contracts to provide services to or on behalf of other bodies;
- 4.24 to establish subsidiary companies to assist or act as agents for the Charity;
- 4.25 to pay the costs of forming the Charity;
- 4.26 to establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.27 to become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's Objects);
- 4.28 to incorporate and acquire subsidiary companies to carry on any trade; and
- 4.29 to amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 4.30 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 4.31 to do anything else within the law which promotes or helps to promote the Objects;

5. BENEFITS TO TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity.
- 5.2 A Trustee or person Connected to them (and references to a Trustee in this Article 5.2 shall include a person Connected to them) must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
- 5.2.1 a benefit in their capacity as a beneficiary of the Charity;
 - 5.2.2 payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 8;
 - 5.2.3 payment of interest at a reasonable rate on money lent to the Charity;
 - 5.2.4 payment of reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.2.5 reimbursement of reasonable out-of-pocket expenses (including but not limited to hotel, travel costs, costs for care for dependants whilst carrying out Trustee duties, provisions of special transport, equipment or facilities for a Trustee with a disability or communication support to allow a Trustee to participate in Trustee meetings) actually incurred in running the Charity;
 - 5.2.6 payment to any company in which a Trustee has no more than a 1 per cent shareholding;

- 5.2.7 payment permitted in accordance with Article 5.3.
- 5.2.8 in exceptional cases, other payments or benefits (but only with the written approval of the Commission or the Courts in advance)
- 5.3 Any Trustee (or a person Connected to a Trustee, or any firm or company of which a Trustee is a member or employee) 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
 - 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 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 by the non-conflicted Trustees in accordance with the conflict of interest provisions at Article 17; and
 - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year, or are Connected to someone subject to such a contract in any financial year.
- 5.4 Additionally, for the avoidance of doubt, the Charity may pay reasonable and proper premiums in respect of indemnity insurance, as permitted under Article 4.30.
- 5.5 Article 17 applies where benefits are to be received or are being considered under this Article 5.
- 6. LIMITED LIABILITY

The liability of the members is limited to £1.
- 7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.
- 8. INDEMNITY

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Act ; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Act .
- 9. DISSOLUTION
 - 9.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
 - 9.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
 - 9.1.2 directly for the Objects or charitable purposes within or similar to the Objects
 - 9.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
 - 9.2 A final report and statement of account must be sent to the Commission, where applicable.
- 10. MEMBERSHIP

- 10.1 The Trustees from time to time shall be the only members of the Charity.
- 10.2 A Trustee shall become a member on becoming a Trustee. All new and continuing Trustees are treated as having agreed to become members of the Charity.
- 10.3 Other than the initial subscribers, a Trustee shall become a member of the Charity on the date they are entered into the Charity's register of members (which shall be no earlier than the date on which they become a Trustee).
- 10.4 A member shall cease to be a member if they cease to be a Trustee.
- 10.5 Membership is not transferable and shall cease on death.

11. **MEMBER'S MEETINGS**

- 11.1 The Trustees may call a general meeting of the members at any time.
- 11.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Act.

12. **WRITTEN RESOLUTIONS**

- 12.1 Subject to this Article 12, a written resolution agreed by:
 - 12.1.1 members representing a simple majority; or
 - 12.1.2 (in the case of a special resolution) members representing not less than 75%;
of the total voting rights of eligible members shall be effective.
- 12.2 On a written resolution each member shall have one vote.
- 12.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 12.4 A members' resolution under the Act removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 12.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 12.6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 12.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 12.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Act.

Signifying agreement

- 12.9 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

12.9.1 identifying the resolution to which it relates; and

12.9.2 indicating the member's agreement to the resolution.

12.10 For the purposes of Article 12.9:

12.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

12.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Charity;
or

(b) where no such manner has been specified by the Charity, if the communication 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.

13. THE TRUSTEES

13.1 The Trustees as charity trustees have control of the Charity and its property and funds, for which purpose they may exercise all the powers of the Charity.

13.2 There shall be at least three and not more than sixteen Trustees.

Appointment of Trustees

13.3 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 13.9, may be appointed to be a Trustee by a decision of the Trustees.

13.4 Trustees shall serve until the board meeting following the third anniversary of their appointment or, where relevant, re-appointment.

Maximum term

13.5 Retiring Trustees may be reappointed but, subject to Articles 13.6 to Article 13.8, a Trustee who has served for three consecutive terms of office must take a break from office and may not be reappointed until the board meeting following the anniversary of the commencement of his or her break from office.

13.6 The Trustees may decide that there are exceptional circumstances which mean that it would not be in the best interest of the Charity for a Trustee to take a break from office and resolve that the restrictions set out in Article 13.5 do not apply in relation to that Trustee either for one further term of office, or for a period of time specified by the Trustees.

13.7 If the retirement of a Trustee under Article 13.5 causes the number of Trustees to fall below that set out in Article 13.2 then the retiring Trustee shall remain in office until a new appointment is made.

13.8 Article 13.5 takes effect in accordance with Schedule 2 (transitional provisions).

Disqualification and removal of Trustees

- 13.9 A Trustee's term of office automatically terminates if he or she:
- 13.9.1 ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
 - 13.9.2 is disqualified under the Charities Act 2011 from acting as a charity trustee;
 - 13.9.3 is incapable, whether mentally or physically, of managing his or her own affairs in the reasonable opinion of the Trustees;
 - 13.9.4 ceases to be a member;
 - 13.9.5 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - 13.9.6 is removed by resolution passed by a majority of the other Trustees after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;
 - 13.9.7 fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 13.10 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.

14. TRUSTEE DECISION MAKING

- 14.1 Any decision of the Trustees must be either:
- 14.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 15.5); or
 - 14.1.2 a unanimous decision taken in accordance with Article 16.

15. **TRUSTEES' MEETINGS**

- 15.1 The Trustees must hold at least two meetings each year.
- 15.2 A quorum at a meeting of the Trustees is three Trustees.
- 15.3 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees' meeting, when they can contemporaneously communicate with each other by any means (including virtual or Electronic Means). If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 15.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 15.5 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 15.6 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

16. UNANIMOUS DECISIONS OUTSIDE OF A MEETING

16.1 A decision is taken in accordance with this Article 16 when all of the Trustees indicate by any means (including without limitation Electronic Means) that they share a common view on a matter.

16.2 A decision which is made in accordance with this Article 16 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided:

16.2.1 the person authorised by the Trustees to put the proposed decision to the Trustees (the "Facilitator") has taken reasonable steps to notify all Trustees of the proposed decision; and

16.2.2 a majority of the Trustees have indicated to the Facilitator that they approve the proposed decision.

16.3 Following receipt of responses from all of the Trustees, the Facilitator must communicate to all of the Trustees (by any means) whether the decision has been formally approved by the Trustees in accordance with Article 16.2.

17. CONFLICTS OF INTEREST

Declaration of interests

17.1 Unless Article 17.2 applies, a Trustee must declare the nature and extent of:

17.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

17.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

17.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

17.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

17.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

17.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received by any person in their capacity as a beneficiary of the Charity which is available generally to the beneficiaries of the Charity;

- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.30;
 - (c) payment under the indemnity set out at Article 8;
 - (d) reimbursement of expenses in accordance with Article 5; and
 - (e) any benefit authorised by the court or the Charity Commission under Article 5.2.8, so long as any conditions accompanying that authorisation are complied with;
- or

17.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

If neither Articles 17.4.1 or 17.4.2 apply then he or she must comply with Article 17.5.

17.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 17.5, he or she must:

17.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

17.5.2 not be counted in the quorum for that part of the process; and

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

Continuing duties to the Charity

17.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

17.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

17.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

18. REGISTER OF TRUSTEES' INTERESTS

The Trustees must ensure a register of Trustees' interests is kept.

19. VALIDITY OF TRUSTEE ACTIONS

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

20. POWERS OF TRUSTEES

Without prejudice to the generality of the Trustees' powers in relation to the Charity, the Trustees have the power:

- 20.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
- 20.2 to appoint a Chair and a Treasurer from among their number;
- 20.3 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 and all proceedings of committees must be reported promptly to the Trustees);
- 20.4 to make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 20.5 to make regulations consistent with these Articles and the Act to govern the administration of the Charity;
- 20.6 to establish procedures to assist the resolution of disputes within the Charity; and
- 20.7 to exercise any powers of the Charity which are not reserved to a general meeting.

21. HONORARY OFFICERS

The Trustees may appoint and remove any individual(s) as honorary officers(s) of the Charity on such terms as they shall think fit. An honorary officer shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

22. MINUTES

- 22.1 The Trustees must ensure minutes are made:

- 22.1.1 of all appointments of officers made by the Trustees;

- 22.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

- 22.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

- 22.2 and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

23. RECORDS & ACCOUNTS

- 23.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, and audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 23.1.1 annual reports;

- 23.1.2 annual returns or confirmation statements;

- 23.1.3 annual statements of account.

24. Communications by the Charity

Methods of communication

- 24.1 Subject to the Articles and the Act, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Act may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

24.1.1 in Hard Copy Form;

24.1.2 in Electronic Form; or

24.1.3 by making it available on a website.

- 24.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Act is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Act (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

- 24.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 24.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 24.5 Where any Document or information is sent or supplied by the Charity to the members:

24.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

24.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

24.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 24.6 Subject to the Act, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

24.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:

24.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;

24.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

24.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

24.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

24.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

25. INTERPRETATION

25.1 In these Articles:

"the Act"	means the Companies Act 2006;
"these Articles"	means these articles of association;
"Chair"	means the chair of the Trustees;
"the Charity"	means the company governed by these Articles;
"charity trustee"	has the meaning prescribed by section 177 of the Charities Act 2011;
"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Act;
"the Commission"	means the Charity Commission for England and Wales;
"Connected"	in relation to a Trustee means any person falling within any of the following categories: <ul style="list-style-type: none">a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; orb) the spouse or civil partner of any person in (a); or

- c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
- d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

"Document"	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
"Electronic Form"/"Electronic Means"	have the meanings respectively given to them in section 1168 Companies Act 2006;
"financial expert"	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
"Hard Copy" and "Hard Copy Form"	have the meanings respectively given to them in the Companies Act 2006;
"material benefit"	means a benefit which may not be financial but has a monetary value;
"member" and "membership"	refer to membership of the Charity;
"month"	means calendar month;
"the Objects"	means the objects of the Charity as defined in Article 3;
"Public Holidays"	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
"Secretary"	means the Secretary of the Charity;
"Trustee"	means a director of the Charity and "Trustees" means all of the directors;
"Writing" "written" or "in writing"	refers to the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise;
"year"	means calendar year.

25.2 Expressions defined in the Act have the same meaning

25.3 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.

Schedule 2 - Transitional Provisions for Terms of Office

1. Article 13.5 applies in the following way to any Trustees (the “Continuing Trustees”) in post at the time when the resolution adopting these revised Articles is passed (the “Effective Date”):

- 1.1 Any Trustee who was initially appointed as a Trustee of the Charity on or prior to 31 December 2013 shall be deemed, on the Effective Date, to have commenced the first day of their third term of office;

- 1.2 Any Trustee who was initially appointed as a Trustee of the Charity between 1 January 2014 and 31 December 2018 (inclusive) shall be deemed, on the Effective Date, to have commenced the first day of their second term of office;

- 1.3 Any Trustee who was initially appointed as a Trustee of the Charity on or after 1 January 2019 shall be deemed, on the Effective Date, to have commenced the first day of their first term of office.