

Company No: 5611912

Charity No: 1112575

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

LUMOS FOUNDATION

Incorporated on 3 November 2005
As amended by
written resolution dated 9 December 2021.

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1. Name

The name of the Company is Lumos Foundation ("the Charity")¹.

2. Registered Office

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

3. Objects

The objects ("the Objects") of the Charity are:

- 3.1 the relief of poverty and sickness, the promotion of education, the promotion of child health and development, and the prevention of cruelty to or maltreatment of children in any part of the world; and
- 3.2 such other exclusively charitable objects as the Trustees of the Charity may in their absolute discretion determine.

¹ Name changed from Children's High Level Group by special resolution dated 14 February 2010

4. Powers

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

- 4.1 to provide goods, services, financial or other assistance or support by way of grant, donation, loan or otherwise (and whether or not for valuable consideration);
- 4.2 to promote, commission or carry out research, including investigation by site visit, personal interview or otherwise and to hold conferences, lecture classes and training courses on any matter touching upon the Objects;
- 4.3 to support, administer or set up other charities or other bodies;
- 4.4 to promote or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as shall be thought fit;
- 4.5 to award, or participate in the award of, scholarships, bursaries or other prizes;
- 4.6 to provide and maintain or to encourage the provision and maintenance of information and statistics relating directly or indirectly to the Objects including the use of information and communication technology;
- 4.7 to consult, advise and co-operate with, and to promote co-operation within and between, other bodies or persons (including charities, departments of government, local authorities, educational, health and welfare establishments and other public and private organisations, and those responsible generally for the wellbeing of children) on any matters concerned, whether directly or indirectly, or assist others in any ventures or initiatives which promote whether directly or indirectly, with the Objects;
- 4.8 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;

- 4.9 to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force);
- 4.10 to invite, receive and accept financial assistance (whether private or public), subscriptions, donations, gifts, endowments, sponsorship, fees, legacies and bequests of any real or personal estate;
- 4.11 to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- 4.12 to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.13 to guarantee the performance of the contracts or obligations of any person or organisation; and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same;
- 4.14 subject to such consents or procedures as may be required by law, to borrow money and give security for loans, for grants or for any other obligations;
- 4.15 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms, and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine;
- 4.16 subject to such consents or procedures as may be required by law, to let, licence or dispose of all or any assets held from time to time by or on behalf of the Charity;

- 4.17 to set aside funds for special purposes or as reserves against future expenditure;
- 4.18 to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may for the time being be imposed or required by law;
- 4.19 to open and maintain in the name of the Charity, or in such other name as the Trustees may think fit, bank accounts and other facilities for banking at such banks as the Trustees may from time to time decide and at any time may pay any monies of the Charity to the credit of any such account or place the same on deposit with any bank;
- 4.20 to delegate the management of investments to an individual, company or firm who is a Financial Expert, on such terms as the Trustees think fit;
- 4.21 to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.22 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Article 15, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their widows, children or other dependants;
- 4.23 to delegate functions to committees, officers and/or employees or other staff of the Charity;
- 4.24 to insure the property of the Charity (including, for the avoidance of doubt any property not owned by the Charity but under its control) against any

foreseeable risk and take out other insurance policies to protect the Charity when required;

- 4.25 to indemnify out of the assets of the Charity every Trustee, other officer or auditor of the Charity in respect of any liabilities properly incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity;
- 4.26 to 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;
- 4.27 to enter into contracts of any type, including contracts to provide services to or on behalf of other bodies or persons;
- 4.28 to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Charity) to further the Objects (or any of them), to assist or act as agents for the Charity or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Charity;
- 4.29 to amalgamate, merge with or enter into any partnership or joint venture arrangement with any other charities;
- 4.30 to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity;
- 4.31 to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, and either alone or in conjunction with or through the medium of others;

- 4.32 to lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 4.33 alone or with other organisations, to 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 are confined to those permitted by law; and
- 4.34 to do anything else within the law which is calculated to further the Objects or is conducive or incidental to so doing.

5. Trustees

- 5.1 Subject to the provisions of the Charities Act 2011, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 5.2 There shall be a minimum of three Trustees and there shall not be any maximum (unless otherwise determined by ordinary resolution).
- 5.3 A Trustee may not appoint an alternate director to act on his or her behalf at meetings of the Trustees.
- 5.4 Any person who is willing to act as both a Trustee and a member of the Charity and is permitted to be so appointed by the law and the Articles, may be appointed, by the Trustees, to be a Trustee.
- 5.5 Subject to earlier termination under Article 5.8, all Trustees shall hold office for a period of three years.
- 5.6 Any retiring Trustee is eligible for re-appointment for two further terms, each of three years. Trustees may not serve for more than nine consecutive years unless the Trustees consider 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 these Articles.

5.7 A technical defect in the appointment of a Trustee does not invalidate a decision taken at a Trustees' meeting if the Trustees present were not aware of the defect at the time of the meeting.

5.8 A Trustee will cease to be a Trustee:

5.8.1 at the end of their term of office;

5.8.2 if they resign by written notice to the Charity (subject to any limitation on the minimum number of Trustees under Article 5.2 above);

5.8.3 if they cease to be a member;

5.8.4 if they are unable or unfit to discharge the functions of a Trustee;

5.8.5 if they are removed from office by the members following the procedure set out in Section 168 of the Companies Act 2006;

5.8.6 if they become prohibited by law from being a charity trustee or director;

5.8.7 if they become bankrupt or makes any arrangement or composition with their creditors generally;

5.8.8 if they are not present in person for at least one meeting of the Trustees in each year unless otherwise authorised by the Trustees;

5.8.9 if they are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least two thirds of the Trustees are present. Such a resolution must not be passed unless:

- (a) the Trustee has been given at least 14 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
- (b) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee; or

5.8.10 if they die.

6. Trustee Meetings

- 6.1 A Trustee may call a Trustees' meeting at any time and the Secretary must call a Trustees' meeting if requested to do so by a Trustee.
- 6.2 Notice of a meeting of the Trustees must be given to each Trustee but need not be in writing. The notice must specify: the time, date and, as appropriate, place of and/or electronic means of attendance at the meeting.
- 6.3 Except where there are matters demanding urgent consideration, each Trustee must be given at least 7 days' notice of each meeting of the Trustees.
- 6.4 A Trustees' meeting is not valid unless a quorum is present throughout the meeting. The quorum is 50% of the Trustees or three Trustees (whichever is the greater).
- 6.5 The Trustees shall appoint one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended.
- 6.6 If at any meeting of the Trustees the chair of Trustees, if any, is not participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

- 6.7 Any Trustee may participate in a meeting of the Trustees by means of video conference, telephone, or any suitable electronic means agreed by the Trustees and, by which all those participating in the meeting can communicate with all the other participants.
- 6.8 If all the Trustees participating in the 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.

7. Decision Making by Trustees

- 7.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 7.3.
- 7.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).
- 7.3 A decision of the Trustees is taken in accordance with this Article 7.3 when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 7.3.1 Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 7.3.2 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 7.3.3 A decision may not be taken in accordance with this Article if the eligible Trustees would not have formed a quorum at such a meeting.

8. Delegation of Trustees' Powers

- 8.1 The Trustees may establish such committees, each comprising at least one Trustee and such other persons (whether Trustees or otherwise) as the Trustees think fit, and may delegate to such committees such function as they shall think fit. All proceedings of committees must be reported promptly to the Trustees.
- 8.2 The proceedings and powers of the committees established by the Trustees shall be governed by such rules as the Trustees may prescribe.

9. Secretary

The Charity may have a Secretary who will be appointed by the Trustees for such term, at such remuneration (if the Secretary is not a Trustee) and upon such conditions as the Trustees may think fit and any Secretary so appointed may be removed by the Trustees. The Secretary may be, but does not have to be, a member or a Trustee.

10. Membership

- 10.1 The Charity must keep a register of members as required by the Companies Acts.
- 10.2 The Trustees from time to time shall be the only members. Every Trustee shall, on appointment as such, become a member of the Charity.
- 10.3 Membership of the Charity is not transferable.
- 10.4 Membership shall be terminated if the member, being a Trustee, ceases to be a Trustee for whatever reason.

11. President

The Trustees may appoint any person as President, for such period as they shall determine (including for life). Whenever a President is appointed he or she shall be entitled to receive notice of and attend (but not vote) at any meeting of the Trustees.

12. Patrons

The Trustees may appoint and remove any person as a patron of the Charity and on such terms as they shall think fit.

13. General Meetings

13.1 The Trustees may call a general meeting of the members of the Charity at any time and such a meeting shall be held in accordance with the Companies Acts.

13.2 General meetings shall be called on notice in accordance with the Companies Acts and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.

13.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is 50% of the members or three members (whichever is greater) who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.

13.4 A member is entitled to appoint another person as their proxy, in accordance with the Act, to exercise all or any of their rights to attend and to speak and vote at a meeting of the Charity.

13.5 The chair of Trustees shall chair general meetings of the Charity. If the chair is not present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

13.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

13.7 On a show of hands or on a poll, every member, whether an individual or an organisation, shall have one vote.

13.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.

13.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

14. Written Resolutions of the Members

14.1 Subject to Article 14.5 any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.

14.2 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.

14.3 Subject to Articles 14.4 and 14.5, a written resolution is passed when:

14.3.1 in the case of an ordinary resolution, a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting have signified their agreement to it; and

14.3.2 in the case of a special resolution, at least 75% of all the eligible members have signified their agreement to it.

14.4 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.

14.5 The following may not be passed as a written resolution:

14.5.1 a resolution to remove a Trustee before their period of office expires; and

14.5.2 a resolution to remove an auditor before their period of office expires.

15. Application of Income and Property

- 15.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 15.2 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 15.3 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 15.4 A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 20.
- 15.5 A Trustee may not receive any other benefit or payment unless it is authorised by Article 16.
- 15.6 Subject to Article 16, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee receiving:
- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity;
 - (b) reasonable and proper remuneration for any goods or services supplied to the Charity.

16. Benefits and Payments to Trustees and Connected Persons

General provisions

- 16.1 No Trustee or Connected Person may:
- 16.1.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 16.1.2 sell goods, services, or any interest in land to the Charity;
 - 16.1.3 be employed by, or receive any remuneration from, the Charity;
 - 16.1.4 receive any other financial benefit from the Charity;

unless the payment is permitted by Article 16.2, or authorised by the court or the prior written consent of the Charity Commission has been obtained.

In this Article a ‘financial benefit’ means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and Powers permitted Trustees’ or Connected Persons’ benefits

- 16.2 A Trustee or a Connected Person may:
- 16.2.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
 - 16.2.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011;
 - 16.2.3 subject to Article 16.3, provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
 - 16.2.4 receive interest on money lent to the Charity at a reasonable and proper rate, which must not be more than the Bank of England bank rate (also known as the base rate);
 - 16.2.5 receive rent for premises let by the Trustee or a Connected Person to the Charity provided that (a) the amount of the rent and the other terms of the lease are reasonable and proper; and (b) the Trustee concerned withdraws from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;
 - 16.2.6 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

Payment for supply of goods only – controls

- 16.3 The Charity and its Trustees may only rely on the authority provided by Article 16.2.3 if each of the following conditions is satisfied:
- 16.3.1 the amount or maximum amount of the payment for the goods:
 - (a) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;
 - (b) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 16.3.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In

reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee or Connected Person against the disadvantages of doing so;

16.3.3 the Supplier:

- (a) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
- (b) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

16.3.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 16.

16.4 In Articles 16.2 and 16.3, the “Charity” includes any company in which the Charity:

- 16.4.1 holds more than 50% of the shares; or
- 16.4.2 controls more than 50 % of the voting rights attached to the shares; or
- 16.4.3 has the right to appoint one or more directors to the board of the company.

17. Conflicts of Interests

17.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

17.2 Subject to Article 17.3, a Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

17.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

17.3.1 unless expressly invited to remain by the unconflicted Trustees on the basis of his or her interest posing a low risk to decision making in the Charity’s interests, the

- conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 17.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- 17.3.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.
- 17.4 In Article 17.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.
- 17.5 A Trustee's duty under section 175 of the Companies Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by Article 16.

18. Minutes

The Trustees shall cause minutes to be made in books (or other recordable format) kept for the purpose:

- 18.1 of all appointment of officers made by the Trustees; and
- 18.2 of all proceedings and meetings of the Charity, and of the Trustees, and of committees of the Trustees, including the names of the Trustees present at each such meeting.

19. Notices

- 19.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing.
- 19.2 The Charity may give any notice to members either personally or by sending it by post in a prepaid envelope addressed to a member at their address or by leaving it at that address. Where a member has given to the Charity a fax number or email address to which notices may be sent electronically, the Charity may give a valid notice by means of fax or email, provided that, in either case, evidence shall be received by the Charity of delivery.

- 19.3 If a member is present at any meeting of the Charity they shall be deemed to have notice of the meeting and, where requisite, of the purposes for which it was called.

20. Indemnity

- 20.1 Subject to the Companies Acts, but without affecting any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer will be indemnified out of the assets of the Charity in respect of any liabilities properly incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

- 20.2 Subject to the Companies Acts, the Charity may purchase and maintain for any Trustee or for any officer of the Charity, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Charity, and against all costs, charges, losses, expenses and liabilities incurred by him and for which the Trustee is entitled to be indemnified by the Charity under Article 20.1 provided that any such insurance shall not extend to any liability to pay a fine or cover a Trustee who knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.

21. Limited Liability

The liability of the members is limited.

22. Guarantee

If the Charity is wound up while a person is a member, or within one year after that person ceases to be a member, every member of the Charity shall contribute such amount as may be required, not exceeding One Pound (£1), to the assets of the Charity, for the payment of the Charity's debts and liabilities contracted before the member ceases to be a member, and of the cost and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

23. Dissolution

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;

- 23.1 by transfer to one or more other bodies or persons established for exclusively charitable purposes within, the same as or similar to the Objects;
- 23.2 directly for the Objects or for any charitable purpose or purposes within the Objects.

24. Interpretation

In these Articles of Association:

- 24.1 the following words and expressions shall have the following meanings:

"these Articles" means the Articles of Association of the Charity;

"Authenticated Document" means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);

"Charity" means the company governed by these Articles;

"charity trustee"	has the meaning given to it by Section 177 of the Charities Act 2011;
"charitable"	means charitable according to the law of England and Wales;
"clear day"	means 24 hours from midnight following the relevant event;
"the Companies Acts"	means the Companies Acts 1985 to 2006;
"Connected Person"	<p>means any person falling within one of the following categories:</p> <ul style="list-style-type: none">(a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;(b) the spouse or civil partner of the Trustee or of any person falling within (a) above;(c) a person carrying on business in partnership with the Trustee or with any person falling within in (a) or (b) above;(d) an institution which is controlled: (i) by the Trustee or any person falling within (a), (b) or (c) above; or (ii) by two or more persons falling within (d)(i), when taken together;(e) a body corporate in which: (i) a Trustee or any person in (a), (b) or (c) has a substantial interest; or (ii) two or more such persons, taken together, have a substantial interest. <p>Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article;</p>

"Financial Expert"	means an individual, company or firm who is an authorised person or an exempt person within the meaning of the Financial Services and Markets Act 2000;
"member", "members" and "membership"	refer to membership of the Charity;
"month"	means calendar month;
"Objects"	means the objects set out in Article 3;
"President"	means any person appointed president of the Charity pursuant to Article 11;
"Secretary"	means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;
"Special Resolution"	has the meaning given in section 283 of the Companies Act 2006;
"Trustee"	means a director of the Charity. The Trustees are "charity trustees" as defined by Section 177 of the Charities Act 2011;
"written" or "in writing"	refers (to the extent permissible by law) to a legible document on paper, including a fax message and electronic mail (which is capable of being reproduced in paper form); and
"year"	means calendar year.

24.2 Except where the context otherwise requires, expressions defined in the Companies Acts have the meaning given to them by the Companies Acts.

- 24.3 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.
- 24.4 Words importing one gender shall include both genders.
- 24.5 The singular includes the plural and vice versa.