

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE

BEN- MOTOR AND ALLIED TRADES BENEVOLENT FUND  
COMPANY NUMBER 2163894  
REGISTERED CHARITY NUMBER 297877

WRITTEN RESOLUTION

CHANGE OF ARTICLES OF ASSOCIATION

We, the undersigned, being a majority representing not less than 75% of the total voting rights of eligible members for the time being entitled to attend and vote at general meetings of the Company pass the following resolution as a special resolution and agree that the said resolution shall for all purposes be as valid and effective as if it had been passed at a general meeting duly convened and held.

Special Resolution:

THAT the Articles of Association in the form attached hereto be adopted as the new Articles of Association of the Company replacing all previous Articles of Association, subject to the consent of the Charity Commission of England and Wales and the Charity Commission of Scotland and any amendments that may be required by either Charity Commission in order to grant consent, the new Articles of Association coming into effect once approved by both Charity Commissions.

DATED: April 2018

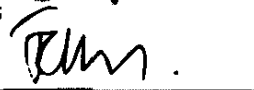
SIGNED:


  
Brian Back

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Daksh Gupta

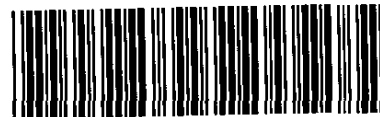
\_\_\_\_\_  
Gerald Lee

  
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Graeme Potts

  
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Jeremy Hicks

  
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Lesley Upham

FRIDAY



A08 \*A7FX7F1E\* #277  
05/10/2018  
COMPANIES HOUSE

  
\_\_\_\_\_  
Michael Judge

  
\_\_\_\_\_  
Richard Jeffcoat

  
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Robin Shaw

  
\_\_\_\_\_  
Robin Woolcock

  
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Steve Nash

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Tim Holmes

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**

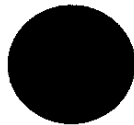
**Company Number 2163894**  
**Incorporated 14 September 1987**

**Registered Charity Number 297877**

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**ARTICLES OF ASSOCIATION OF**  
**BEN-Motor and Allied Trades Benevolent Fund**

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**BLANDY & BLANDY**  
solicitors

**Blandy & Blandy LLP**  
**One Friar Street**  
**Reading**  
**Berkshire**  
**RG1 1DA**  
**Tel (0118) 951 6800**

**Ref: NCB/BEN/244/1**

The Companies Act 2006

Company Limited by Guarantee

**ARTICLE OF ASSOCIATION OF  
BEN- MOTOR AND ALLIED TRADES BENEVOLENT FUND**

1. Name

The name of the Charity is **BEN- MOTOR AND ALLIED TRADES BENEVOLENT FUND**.

2. Registered Office

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

3. Objects

3.1. The **Objects** of the Charity are the prevention and relief of distress, sickness and poor health (whether mental or physical) and financial hardship by the provision of health and wellbeing services including advice, financial support and grants, health and wellness training, and information and literature

3.1.1. primarily to those persons who are resident in the **Area of Benefit** (defined below); and

3.1.2. who are working or who have worked in a **qualifying trade or industry** (defined below); or

3.1.3. who are **close dependants** (defined below) of any person who satisfies the criteria in articles 3.1.2 and 3.1.3.

and persons who fall within the criteria in articles 3.1.1, 3.1.2 and 3.1.3 are the Primary Beneficiaries

3.1.4. and otherwise for the benefit of any persons who are not Primary Beneficiaries, but who are resident in the Area of Benefit

For the purposes of these Objects:

3.2. the **Area of Benefit** shall mean England, Scotland, Wales, Northern Ireland and the Republic of Ireland

3.3. a **qualifying trade or industry** shall mean motor, engineering and allied trades and industries, including any trade business occupation profession or association which provides financial, insurance or other services or which originates or publishes material relating to those trades or industries or whose activities or any of them are ancillary to or connected with those trades or industries. The term 'motor, engineering and allied trades and industries' shall include any individual or body engaged in the manufacture, sale, repair or service of commercial vehicles, garage and service equipment, motor cars and coaches, motor bicycles, lubricants or

propulsion fuel for any of them and the component parts of any of them or, in the case of an individual or body only partly so engaged, only those engaged solely in those activities; and

- 3.4. a **close dependant** shall mean an individual who relies on a person who satisfies the criteria in articles 3.1.1 and 3.1.2 for financial or other support and includes the spouse or partner, parent, child, sibling, grandparent or grandchild (by blood or marriage) of that person.

#### 4. Powers

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

- 4.1. to provide financial assistance and make grants and donations by means of gift or pension and to give guarantees.
- 4.2. to provide, maintain and administer facilities or assist in the provision, maintenance and administration of facilities as the Trustees think fit and on such terms as the Trustees think fit:
  - 4.2.1. nursing, residential and independent or supported living accommodation (including other self-contained living accommodation);
  - 4.2.2. housing and related facilities;
  - 4.2.3. day centres and other meeting, amenity, transport and event facilities;
  - 4.2.4. care, treatment, therapy, respite, post-operative, rehabilitative and retirement facilities; and
  - 4.2.5. leisure, education and cultural facilities.
- 4.3. from time to time to make beds available in any care centre belonging to the Charity for persons in need of care at such fees as it thinks fit provided that the accommodation of such persons shall not be inconsistent with or calculated to impede the Objects
- 4.4. to promote or carry out research.
- 4.5. to provide advice.
- 4.6. to publish or distribute information.
- 4.7. to co-operate with other bodies.
- 4.8. to support, administer or set up other charities.
- 4.9. to raise funds (but not by means of **taxable trading**).
- 4.10. to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).

- 4.11. to acquire or hire property of any kind.
- 4.12. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.13. to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government, local authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities.
- 4.14. to set aside funds for special purposes or as reserves against future expenditure.
- 4.15. to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification).
- 4.16. to delegate the management of investments to a financial expert, but only on terms that:
  - 4.16.1. the investment policy is set down in **writing** for the financial expert by the Trustees;
  - 4.16.2. details of every transaction are available to the Trustees and a summary of them is reported to the Trustees periodically;
  - 4.16.3. the performance of the investments is reviewed regularly with the Trustees;
  - 4.16.4. the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.16.5. the investment policy and the delegation arrangement are reviewed at least once a **year**;
  - 4.16.6. all payments due to the financial expert are on a scale or at a level which is agreed in advance by the Trustees; and
  - 4.16.7. the financial expert must not do anything outside the powers of the Trustees.
- 4.17. to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.18. 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.

- 4.19. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.20. to pay for **indemnity insurance** for the Trustees.
- 4.21. subject to Article 5, to employ paid or unpaid agents, staff or advisers.
- 4.22. to enter into contracts to provide services to or on behalf of other bodies.
- 4.23. to establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.24. To acquire or merge with any other charity the objects of which are the same as or similar to the Objects whether by way of the acquisition of assets or otherwise.
- 4.25. to pay the costs of forming the Charity.
- 4.26. to do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and 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** but:
  - 5.1.1. Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
  - 5.1.2. Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
  - 5.1.3. Members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
  - 5.1.4. Members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity provided that a majority of the Trustees do not benefit in this way.
- 5.2. A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
  - 5.2.1. as mentioned in Articles 4.20 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.4 (contractual payments);
  - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
  - 5.2.3. an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- 5.2.4. payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
  - 5.2.5. *in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).*
  - 5.3. A **connected person** must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
    - 5.3.1. as mentioned in Articles 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.4 (contractual payments);
    - 5.3.2. payment to any company in which a connected person has no more than a 1 per cent shareholding; and
    - 5.3.3. *in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).*
  - 5.4. A Trustee may not be an employee of the Charity, but may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
    - 5.4.1. the goods or services are actually required by the Charity;
    - 5.4.2. the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in this Article 5.4 and Article 6; and
    - 5.4.3. no more than one half of the Trustees are interested in such a contract in any **financial year**; and
    - 5.4.4. the Charity enters into a written contract with the relevant Trustee or connected person setting out the amount or maximum amount of remuneration to be paid under the contract.
  - 5.5. This Article 5 may not be amended without the written consent of the Commission in advance.
6. Conflicts of Interest and Conflicts of Loyalty
- 6.1. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply:
    - 6.1.1. the conflicted Trustee declares an interest before the meeting or at the meeting before discussion begins on the matter; and
    - 6.1.2. the conflicted Trustee is absent from the meeting for that item unless expressly invited to remain in order to provide information; and



6.1.3. the conflicted Trustee is not to be counted in the quorum for that part of the meeting; and

6.1.4. the conflicted Trustee is absent during the vote and has no vote on the matter; and

6.1.5. the unconflicted Trustees consider it is in the interest of the Charity to authorise the conflict of interest in the circumstances applying.

6.2. If a conflict of interest 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 the Articles, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply:

6.2.1. the conflicted Trustee declares an interest before the meeting or at the meeting before discussion begins on the matter; and

6.2.2. the conflicted Trustee is absent from the meeting for that item unless expressly invited to remain in order to provide information; and

6.2.3. the conflicted Trustee is not counted in quorum for that part of the meeting; and

6.2.4. the conflicted Trustee is absent during the vote and has no vote on the matter; and

6.2.5. the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

## 7. Limited Liability

The liability of Members is limited.

## 8. Guarantee

Every Member promises, if the Charity is dissolved while he or she remains a Member or within 12 months afterwards, to pay up to £1.00 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a Member.

## 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 with objects which are the same as or similar to the Objects;

9.1.2. directly for the Objects or for charitable purposes which are within or similar to the Objects; or

9.1.3. in such other manner consistent with charitable status as the Commission shall approve in writing in advance.

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

## 10. Membership

10.1. The Charity must maintain a register of Members.

10.2. **Membership** of the Charity is open to any individual interested in promoting the Objects who:

10.2.1. applies to the Charity in the form required by the **Trustees**;

10.2.2. is approved by the Trustees;

10.2.3. agrees to be a Trustee; and

10.2.4. signs the register of Members or consents **in writing** to become a Member.

10.3. The Members may refuse to admit as a Member any individual or organisation if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.

10.4. The Trustees may establish different classes of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.

10.5. Membership is terminated if the Member concerned:

10.5.1. gives written notice of resignation to the Charity, unless after the resignation there would be fewer than two Members;

10.5.2. dies;

10.5.3. is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the Charity. The Trustees 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; or

10.5.4. ceases to be a Trustee

10.6. Membership of the Charity is not transferable.

## 11. General Meetings

11.1. General meetings are the meetings of the Members, consisting of the AGM and the special general meetings (if any).

- 11.2. Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting.
- 11.3. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least seven or at least 10% of the Members (if greater).
- 11.4. The **Chair** or (if the Chair is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 11.5. Except where otherwise provided by the **Companies Act**, every issue is decided by a majority of the votes cast.
- 11.6. Every Member present in person or by proxy has 1 vote on each issue. The Chair of the meeting shall not have a casting vote.
- 11.7. Where a written resolution is approved by the appropriate majority required for the resolution in question of those entitled to vote at a general meeting, or where approval of the resolutions is given electronically by the appropriate majority of those entitled to vote at a general meeting, then that resolution shall be as valid as a resolution actually passed at a general meeting. For this purpose a written resolution may be:
  - 11.7.1. set out in more than 1 document (in which case it will be treated as passed on the date of the last signature); or
  - 11.7.2. sent out and/or returned in hard copy or electronic format (and if sent back electronically, then the resolution will be treated as passed at the time and on the date of the last response to be received).
- 11.8. The Charity must hold an **AGM** in every year and no more than 15 months may elapse between successive AGMs.
- 11.9. At an AGM the Members:
  - 11.9.1. receive the accounts of the Charity for the previous **financial year**;
  - 11.9.2. receive the Trustees' report on the Charity's activities since the previous AGM;
  - 11.9.3. accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - 11.9.4. elect Trustees to fill the vacancies arising under Article 13.5;
  - 11.9.5. appoint auditors for the Charity;
  - 11.9.6. may confer on any individual (with his or her consent) (or remove from any individual with or without his or her consent) the honorary title of Patron, or President of the Charity. The term of appointment of a President (who need not be a Trustee) shall be from the AGM

appointing that person until the following AGM. A President may be appointed for more than one term of office; and

11.9.7. may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

11.10. Any general meeting which is not an AGM is a special general meeting.

11.11. A special general meeting may be called at any time by the Trustees and must be called on a written request from at least 5% of the Members.

11.12. The Members may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings and the circulation of resolutions consistent with the Companies Act as they think fit.

## 12. Notice of General Meetings

12.1. Any general meeting must be called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed, and if a special resolution is to be proposed, at least 28 clear days' written notice setting out the terms of the proposed special resolution.

12.2. A general meeting may be called on shorter notice if it is so agreed by all Members entitled to attend and vote.

12.3. If the general meeting is to be an AGM, the notice must say so.

12.4. The notice must be given to all Members.

## 13. The Trustees

13.1. The Trustees as **charity trustees** have control of the Charity and its property and funds.

13.2. The Trustees when complete consist of at least 6, all of whom must, subject to the provisions of article 13.10 be Members aged under 75 years at the date of appointment. The number of Trustees shall not be subject to any maximum.

13.3. 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.

13.4. Every Trustee after appointment or reappointment must indicate a willingness to act as a charity trustee of the Charity (which shall be recorded in the minutes of the meeting at which he or she is appointed) before he or she may vote at any meeting of the Trustees.

13.5. One-third (or the number nearest one-third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

13.6. Subject to the provisions of article 13.10 a retiring Trustee who remains qualified may be reappointed for a maximum of three consecutive **terms of**

**office** including his or her initial term of office, and may not serve as a Trustee for more than nine years in total.

- 13.7. A Trustee's term of office automatically terminates if he or she:
- 13.7.1. is disqualified under the Charities Act from acting as a charity trustee;
  - 13.7.2. is the subject of a decision by HMRC that they are not a fit and proper person as that term is defined by the Finance Act 2010;
  - 13.7.3. is incapable, whether mentally or physically, of managing his or her own affairs;
  - 13.7.4. is absent without notice from all of the meetings of the Trustees over any rolling six month period and is asked by a majority of the other Trustees to resign;
  - 13.7.5. ceases to be a Member;
  - 13.7.6. resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 13.7.7. is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or
  - 13.7.8. subject to the provisions of article 13.10 reaches the age of 75.
- 13.8. The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 13.9. The Trustees may at any time co-opt any individual to act as an advisor to the Trustees. A co-opted adviser shall be invited to attend meetings of the Trustees as an observer to advise the Trustees but shall have no voting rights on the issues to be determined by the Trustees.
- 13.10. Where any Trustee shall at the date of the adoption of these articles:
- 13.10.1. be over the age of 75, or would become over the age of 75 during his or her next term of office as a Trustee; and/or
  - 13.10.2. has served, or would during his or her next term of office as a Trustee, have served more than three terms as a Trustee

then notwithstanding the provisions of articles 13.2, 13.6 or 13.7.8 that Trustee may be reappointed for a further term of office and shall not be required to resign as a Trustee until the Charity has secured a suitable person to be appointed in place of that Trustee (and the Charity will use its reasonable endeavours to do so). When the Charity has secured such a suitable replacement, it shall inform the Trustee in question in writing, who shall then tender his or her resignation at the next AGM, in addition to any Trustees retiring under article 13.5

#### 14. Trustees' proceedings

- 14.1. The Trustees must hold at least 3 meetings each year.
- 14.2. A quorum at a meeting of the Trustees is two Trustees or one third of the Trustees whichever is the greater.
- 14.3. A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 14.4. 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.
- 14.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than 1 document and will be treated as passed on the date of the last signature.
- 14.6. Except for the Chair of the meeting, who has a casting vote, every Trustee has 1 vote on each issue.
- 14.7. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 14.8. The Trustees may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings, and the circulation of resolutions for confirmation as they think fit which shall apply until revoked or amended by resolution of the Trustees.

#### 15. Trustees' powers

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

- 15.1. to appoint (and remove) any Member (who may be a Trustee) or other person to act as Secretary in accordance with the Companies Act;
- 15.2. to appoint a Chair from among their number. A Chair, once appointed, shall (for so long as he or she remains a Trustee) serve in that capacity for two years, and may (for so long as he or she remains a Trustee and unless the Trustees by a majority agree otherwise), be re-elected to that position only once;
- 15.3. to delegate any of their functions to committees consisting of 2 or more individuals appointed by them. Wherever practicable at least 2 members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees;
- 15.4. to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy;

- 15.5. to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 15.6. to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);
- 15.7. to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 15.8. to exercise any powers of the Charity which are not reserved to a general meeting.

16. Records and Accounts

- 16.1. The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:
  - 16.1.1. annual returns;
  - 16.1.2. annual reports; and
  - 16.1.3. annual statements of account.
- 16.2. The Trustees must keep proper records of:
  - 16.2.1. all proceedings at general meetings;
  - 16.2.2. all proceedings at meetings of the Trustees;
  - 16.2.3. all reports of committees; and
  - 16.2.4. all professional advice obtained.
- 16.3. Accounting records relating to the Charity must be made available for inspection by any Trustee [or Member] at any time during normal office hours
- 16.4. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within 2 months, to any other person who makes a written request and pays the Charity's reasonable costs.

17. Notices

- 17.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or newspaper or any journal distributed by the Charity.
- 17.2. The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the register of Members.

17.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

17.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;

17.3.2. 2 clear days after being sent by first class post to that address;

17.3.3. 3 clear days after being sent by second class or overseas post to that address;

17.3.4. on the date of publication of a newspaper containing the notice;

17.3.5. on being handed to the Member personally; or, if earlier,

17.3.6. as soon as the Member acknowledges actual receipt.

17.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### 18. Means of Communication

18.1. Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Charity.

18.2. 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 by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

#### 19. Disputes

If a dispute arises between the Members about the validity or propriety of anything done by the Members under the Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

#### 20. Interpretation

20.1. In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Charity;

'the Articles' means the Charity's articles of association;

'Chair' means the Chair of the Trustees or the Members (as appropriate);

'the Charity' means the company governed by the Articles;



**'the Charities Act'** means (as applicable) the Charities Act 1993, the Charities Act 2006 and the Charities Act 2011;

**'charity trustee'** has the meaning prescribed by section 97(1) of the Charities Act;

**'clear day'** means 24 hours from midnight following the relevant event;

**'the Commission'** means the Charity Commissioners for England and Wales;

**'the Companies Act'** means the Companies Act 2006;

**'connected person'** means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any **firm** of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

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

**'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 Charity's financial year;

**'firm'** includes a limited liability partnership;

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

**'informal membership'** refers to a supporter who may be called a 'member' but is not a company Member of the Charity;

**'material benefit'** means a benefit which may not be financial but has a monetary value;

**'Member'** and **'membership'** refer to company membership of the Charity;

**'month'** means calendar month;

**'nominee company'** means a corporate body registered or having an established place of business in England and Wales;

**'the Objects'** means the Objects of the Charity as defined in Article 3;

**'Secretary'** means the company secretary of the Charity;

**'taxable trading'** means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

**'term of office'** means 3 years;

**'Trustee'** means a director of the Charity and **'Trustees'** means the directors.

**'written'** or **'in writing'** refers to a legible document on paper or an email but not including a fax message; and

**'year'** means calendar year.

- 20.2. Expressions defined in the Companies Act have the same meaning.
- 20.3. 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.