

Company No: 02338079

Charity No: 800996

Companies Act 2006

ARTICLES of ASSOCIATION

of

AGE CONCERN, TEIGNMOUTH AND SHALDON

(as amended by Special Resolution dated

2020)

TOZERS

Companies Act 2006

Company limited by guarantee

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AGE CONCERN, TEIGNMOUTH AND SHALDON

(as amended by Special Resolution dated 2020)

1. OBJECTS

1.1 The **Objects** of the **Charity** are:

- (a) to promote and provide for the welfare of elderly people, including the relief of poverty, ill health, suffering and distress of such people, within the area of Teignmouth and the surrounding area in any manner which now is or hereafter may be deemed by law to be charitable;
- (b) to promote for the benefit of people in Teignmouth and the surrounding area the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants;
- (c) to preserve and protect the health of people in Teignmouth and the surrounding area, in particular (but not exclusively) by providing and assisting in the provision of facilities to improve health and fitness, and the provision of information and support in relation to healthy eating; and
- (d) to promote social inclusion for the public benefit by preventing people from becoming socially excluded, relieving the needs of those people who are socially excluded and assisting them to integrate into society.

For the purpose of this article 'socially excluded' means being excluded from society, or parts of society, as a result of one or more of the following factors: unemployment; financial hardship; youth or old age; ill health (physical or mental); substance abuse or dependency including alcohol and drugs; discrimination on the grounds of sex, race, disability, ethnic origin, religion, belief, creed, sexual orientation or gender re-assignment; poor educational or skills attainment; relationship and family breakdown; poor housing (that is housing that does not meet basic habitable standards; crime (either as a victim of crime or as an offender rehabilitating into society).

1.2 This **Article** may be amended by **special resolution** but only with the prior **written** consent of the **Commission**.

2. POWERS

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

- 2.1 To promote such public events as the Trustees think fit.
- 2.2 To provide advice or information.
- 2.3 To promote or carry out research.
- 2.4 To co-operate with other bodies.
- 2.5 To support, administer or set up other charities.
- 2.6 To accept gifts and to raise funds (but not by means of **taxable trading**).
- 2.7 To borrow money.
- 2.8 To give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**).
- 2.9 To acquire or hire property of any kind.
- 2.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 2.11 To set aside funds for special purposes or as reserves against future expenditure.
- 2.12 To deposit or invest its 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).
- 2.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 2.13.1 the investment policy is set down **in writing** for the financial expert by the Trustees;
 - 2.13.2 timely reports of all transactions are provided to the Trustees;
 - 2.13.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.13.5 the investment policy and the delegation arrangement are reviewed at least once a **year**;
 - 2.13.6 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 and ;
 - 2.13.7 the financial expert must not do anything outside the powers of the Charity; and
 - 2.13.8 act as trustee and to undertake and execute charitable trusts.
- 2.14 To arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required.
- 2.15 To deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required.
- 2.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

- 2.17 Subject to Article 6.3, to employ paid or unpaid agents, staff or advisers.
- 2.18 To enter into contracts to provide services to or on behalf of other bodies;
- 2.19 To establish or acquire subsidiary companies.
- 2.20 To amalgamate with or acquire all or part of the undertaking of any charity having purposes similar to the Objects and to transfer to such charity any of the assets liability and engagements of the Charity.
- 2.21 To do anything else within the law which promotes or helps to promote the Objects.

3. THE TRUSTEES

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 Trustees are appointed by the Trustees by a resolution at a duly convened meeting of the Trustees, or elected by the Trustees (in their capacity as **Members**) by ordinary resolution. The Trustees at the date of adoption of this version of the Articles in this present form are the Trustees of the Charity for the terms which they currently hold.
- 3.3 The Trustees when complete consist of at least 4 and not more than 10 individuals, who being individuals are over the age of 18, all of whom must support the Objects. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.4 A **Trustee** may not act as a Trustee unless he/she:
 - 3.4.1 is a Member; and
 - 3.4.2 has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.5 One third (or the number nearest one third) of the Trustees must retire each year (at the **AGM** if there is one), those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.6 A retiring Trustee who is eligible under Article 3.3 may be reappointed so as to serve up to a maximum of 6 consecutive years unless following the ninth year he or she is re-elected for a further period of one year (which can be repeated up to a maximum of 3) provided that the other Trustees unanimously agree that it would be in the long-term interests of the Charity for him or her to be so re-elected.
- 3.7 A Trustee's term of office as such automatically terminates if he/she:
 - 3.7.1 is disqualified under the Charities Act from acting as a charity trustee;
 - 3.7.2 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 3.7.3 is absent without notice from 3 consecutive meetings of the Trustees except for reasons approved by the Trustees and duly minuted and is asked by a majority of the other Trustees to resign provided that the Trustee shall first be given an opportunity to make representation to the Trustees;
 - 3.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

3.7.5 is removed by special resolution at a general meeting of the Members (being the Trustees) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

3.9 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.

4. TRUSTEES' PROCEEDINGS

4.1 The Trustees must hold at least four meetings each year at regular intervals.

4.2 A quorum at a meeting of the Trustees may be fixed by the trustees from time to time, but shall never be less than four.

4.3 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 but at least one meeting in each year must be held in person.

4.4 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.5 Any issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by a 75% majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting provided that in the case of a resolution in electronic form due notice has been drawn to the attention of every Trustee.

4.6 For the purpose of Article 4.5 the resolution may be passed in more than one communication in like terms and will be treated as passed when the last Trustee sufficient to achieve a majority has communicated his agreement provided that the communication is received at the office of the Charity within 28 days beginning with the circulation date.

4.7 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.

4.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4.9 At a meeting the Trustees may elect from their number a Chairman for a term of up to 3 years provided that:

4.9.1 the Chairman will not usually serve for more than 6 consecutive years in total but may be re-elected if the extension is unanimously held by the other Trustees to be in the interests of the Charity; and

4.9.2 the Chairman has no functions or powers except those conferred by the Articles or delegated to him or her by the Trustees.

4.10 The Secretary will on request by any Trustee summon a meeting of the Trustees by notice at any reasonable time.

4.11 The Secretary after consulting the Chairman is to send the Trustees an agenda and supporting papers at least 7 **clear days** before a meeting unless the Trustees decide otherwise.

4.12 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustees may act only for the purpose of filling vacancies or of calling a general meeting.

5. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the **Companies Acts**;
- 5.2 to appoint a Chairman, a Treasurer and other honorary officers from among their number;
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- 5.4 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings;
- 5.5 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 5.6 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 5.7 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 5.8 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members;
- 5.9 to appoint advisory committees (whether including Trustees or not) to advise on any matters and in whatever manner the Trustees decide but an advisory committee will act only in an advisory capacity and may not carry out any functions of the Trustees.

6. BENEFITS AND CONFLICTS

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but subject to compliance with Article 6.4:
 - 6.1.1 Members (being Trustees) and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity not exceeding the Bank of England bank rate (also known as the base rate);
 - 6.1.2 Members (being Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity and;
 - 6.1.3 individual Members (being Trustees) and Connected Persons may receive charitable benefits and take part in normal trading and fund-raising activities of the Charity on the same terms as any other **Beneficiaries**.
- 6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
 - 6.2.1 as mentioned in Articles 6.1 or 6.3;
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 6.2.3 the benefit of **indemnity insurance** as permitted by the Charities Act;
 - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- 6.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and/or where permitted or required by the Companies Acts the approval or affirmation of the Members).
- 6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
 - 6.3.1 the goods or services are actually required by the Charity, and the Trustees decide - and it is minuted - that it is in the best interests of the Charity to enter into such a contract;
 - 6.3.2 the nature and level of the remuneration is no more than reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
 - 6.3.3 no more than half of the Trustees are subject to such a contract in any **financial year**.
- 6.4 Subject to Article 6.5 any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
 - 6.4.1 declare the nature and extent of his/her interest at or before discussion begins on the matter;
 - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.4.3 not be counted in the quorum for that part of the meeting; and
 - 6.4.4 be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
 - 6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 6.5.2 disclose to a third party information confidential to the Charity, or
 - 6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit, or
 - 6.5.4 refrain from taking any step required to remove the conflict.
- 6.6 This clause 6 may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. RECORDS & ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
 - 7.1.1 annual returns;

- 7.1.2 annual reports;
- 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:
 - 7.2.1 all proceedings at general meetings;
 - 7.2.2 all proceedings at meetings of the Trustees including appointments of officers and attendance;
 - 7.2.3 all resolutions in writing;
 - 7.2.4 all reports of committees; and
 - 7.2.5 all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 7.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.
- 7.5 Each new Trustee is to undergo an induction process decided upon by the Trustees as to the responsibilities of charity trustees and his/her overall responsibility for all aspects of the Charity's business including strategic decision-making by the Trustees, implementation of policy by senior management, monitoring and review of financial and managerial procedures, key legal and regulatory compliance (including data protection), and the requirements of Article 7.1.

8. MEMBERSHIP

- 8.1 The Charity must maintain a register of Members.
- 8.2 The subscribers to the **Memorandum** are the first Members.
- 8.3 **Membership** is open only to the Trustees and is terminated if the Member concerned ceases to be a Trustee. All other Memberships of the Charity shall be terminated with effect from the date of adoption of this version of the Articles.
- 8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.5 Membership is not transferable.
- 8.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.
- 8.8 Each Trustee (in their capacity as a Member) will further the Objects so far as practicable and observe any standing orders rules and regulations issued under Article 5.
- 8.9 If a dispute arises between the Trustees (in their capacity as Members) about the validity or propriety of anything done by the Members under these 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.

9. GENERAL MEETINGS

- 9.1 Trustees (in their capacity as Members) and the auditors of the Charity are entitled to attend general meetings in person or by proxy (but only if the appointment of a

- proxy is in writing and notified to the Secretary at least 24 hours before the meeting begins).
- 9.2 General meetings are 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 21 clear days' written notice setting out the terms of the proposed special resolution.
 - 9.3 Every notice must specify the place and time chosen by the Trustees and the business to be discussed and notify the right of the Trustees (in their capacity as Members) to appoint a proxy.
 - 9.4 A general meeting may be called by shorter notice if agreed by a majority in number of Trustees (in their capacity as Members) having a right to attend and vote at the meeting who together hold not less than 90 per cent of the total voting rights.
 - 9.5 There is a quorum at a general meeting if the number of Trustees (in their capacity as Members) present in person or by proxy is at least 4.
 - 9.6 If there is no quorum, the meeting will be adjourned to such time and place as the Trustees decide, but if business is adjourned for more than 14 days then at least 7 clear days' notice of the adjourned meeting and business must be given.
 - 9.7 In the absence of the Chairman or of another Trustee willing and able to act the chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
 - 9.8 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by **ordinary resolution**.
 - 9.9 Except for the chairman of the meeting, who has a second or casting vote in the case of an equality of votes, every Member present in person or by proxy has one vote on each issue.
 - 9.10 Each issue is decided on a show of hands unless (subject to the provisions of the Companies Acts) either the chairman or the greater of 2 Members or 10 per cent of the Members present demand a poll.
 - 9.11 A poll on the election of a chairman or on a proposed adjournment is taken immediately. A poll on any other question is taken not more than 30 days after the demand, but does not prevent transaction of other business at the meeting.
 - 9.12 Except where otherwise provided by the Articles or the Companies Acts, a **written resolution** (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting provided that in the case of a resolution in electronic form due notice has been drawn to the attention of every Trustee (in their capacity as a Member). A written resolution may be set out in more than one communication provided that that communication is received at the office of the Charity within 28 days beginning with the circulation date.
 - 9.13 The Trustees may make such arrangements and give such directions as they reasonably consider necessary for Trustees (in their capacity as Members) to attend a general meeting by televisual or other electronic or virtual means provided that all remote attendees may securely identify themselves, follow the proceedings and cast their votes by telephone, on line or in a manner otherwise agreed by the Trustees.
 - 9.14 The Charity may (but is not obliged to) hold an AGM in every year.
 - 9.15 The Trustees in their capacity as Members must annually:
 - 9.15.1 receive the accounts of the Charity for the previous financial year;
 - 9.15.2 receive a written report on the Charity's activities;

- 9.15.3 are informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- 9.15.4 elect Trustees to fill the vacancies arising;
- 9.15.5 appoint reporting accountants or auditors for the Charity;
- 9.16 The Trustees (in their capacity as members) may:
 - 9.16.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity (without executive duties or responsibilities or voting rights in that capacity) for a (renewable) term of 36 months unless they decide otherwise at the time of conferring that title and;
 - 9.16.2 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 9.16 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request of one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.17 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

10. LIMITED LIABILITY

The liability of Members is limited.

11. GUARANTEE

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a Member, to pay up to £1 towards:

- 11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. COMMUNICATIONS

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Acts may be served:
 - 12.1.1 by hand;
 - 12.1.2 by post;
 - 12.1.3 by suitable electronic means; or
 - 12.1.4 through publication in the Charity's newsletter or on the Charity's website (provided in the latter case that such notice is drawn to the attention of the Members (being Trustees)).
- 12.2 The only address at which a Member is entitled to receive notices sent by post is the address in the U.K. shown in the register of Members.
- 12.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:

- 12.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
 - 12.3.2 2 clear days after being sent by first class post to that address;
 - 12.3.3 3 clear days after being sent by second class or overseas post to that address;
 - 12.3.4 immediately on being handed to the recipient personally; or, if earlier,
 - 12.3.5 as soon as the recipient acknowledges actual receipt.
- 12.4 Communications (including documents) may be sent by means of a website provided that a Member has consented to receive communications in that way. A Member will be deemed to have consented if the Charity having asked the Member to consent has received no reply within 28 days from the date of the Charity's request. A Member is not taken to have so agreed if the Charity's request did not state clearly the effect of a failure to reply or was sent less than 12 months after a previous request.
- 12.5 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. DISSOLUTION

- 13.1 If the Charity is dissolved the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- 13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 13.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
 - 13.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 13.2 A final report and statement of account must be sent to the Commission.
- 13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. INTERPRETATION

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 14.2 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 and 'Article' refers to a particular Article;
 - '**Beneficiaries**' means the beneficiaries of the Charity under Article 1;
 - '**Chairman**' means the chairman of the Trustees appointed under Article 4.9;
 - '**the Charities Act**' means the Charities Act 2011;
 - '**the Charity**' means the company governed by the Articles;
 - '**charity trustee**' has the meaning prescribed by the Charities Act;
 - '**clear day**' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Acts' means the Companies Acts (as defined in the Companies Act 2006) so far as they apply to the Charity;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

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

'electronic means' refers to communications addressed to specified individuals by telephone conference call, fax or email or, in relation to meetings, by telephone conference call or video conference or similar virtual means;

'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' has the meaning prescribed by the Charities Act;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

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

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month ;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'the Objects' means the Objects of the Charity as defined in Article 1;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75%

of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'Trustee' means a director of the Charity and **'Trustees'** means the directors but where a Trustee is a corporate body 'Trustee' includes where appropriate the named representative of the Trustee;

'written' or **'in writing'** refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Acts have the same meaning.

14.4 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.