

Companies Act 2006

Company limited by guarantee

without a share capital

ARTICLES OF ASSOCIATION¹

OF

INTERNATIONAL CAT CARE

1. Objects

1.1 The objects (**'the Objects'**)² of International Cat Care (**'the Charity'**) are

- (1) to benefit cat owners and cat professionals worldwide by collating, interpreting and disseminating the best possible evidence-based knowledge on the understanding of domestic and pet cats, and their physical and emotional wellbeing.
- (2) to benefit the public, and cats, by providing evidence-based information, protocols, procedures and practical training to enable sustainable and ethical solutions to be developed to manage unowned domestic cat populations worldwide, while maintaining cat welfare and human health as the highest priorities.
- (3) to benefit veterinary surgeons, nurses/technicians and the public who use their services, by providing evidence-based information and educational resources

¹ As amended by special resolutions on 27 September 2014 and on 5 May 2020.

² In these Articles words printed on first appearance in bold type are defined in Article 16.2.

to enable better understanding of, and improved veterinary healthcare for, domestic and pet cats worldwide.

- 1.2 This Article 1 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 provide advice or information and to arrange exhibitions, meetings, lectures, seminars and training courses;
- 2.2 to make grants or loans;
- 2.3 to promote or carry out research of the Charity's choosing or at the Charity's discretion;
- 2.4 to support, administer or set up other charities;
- 2.5 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 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 guarantees or security for loans or other obligations in connection with the activities of the Charity (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:
- (1) the investment policy is set down **in writing** for the financial expert by the Trustees;
 - (2) timely reports of all transactions are provided to the Trustees;
 - (3) the performance of the investments is reviewed regularly with the Trustees;
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time in line with any agreement that has been made;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (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
 - (7) the financial expert must not do anything on behalf of the Charity outside the powers of the Charity;
- 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, to take out other insurance policies to protect the Charity when required and to obtain indemnity insurance to protect the Trustees as permitted by the Charities Act;
- 2.17 subject to **Articles** 6.4 and 6.5, to employ paid or unpaid agents, staff or advisers;
- 2.18 to make all necessary and reasonable provision for the payment of pensions and superannuation to staff and dependants;
- 2.19 to enter into contracts to provide services to or on behalf of other bodies;
- 2.20 to co-operate or work with other bodies;
- 2.21 to establish or acquire subsidiary companies;
- 2.22 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 The number of Trustees shall be at least six and (unless otherwise determined by ordinary resolution) not more than twelve individuals who are over the age of 18, all of whom must support the Objects. A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a company director and charity trustee of the Charity.

- 3.3 Subject to Article 3.2 every new Trustee shall be appointed for an initial term of office of three years by a resolution approved by a 75% majority vote of the serving Trustees, either by a resolution passed at a meeting of the Trustees by those present and voting or by a **resolution in writing**.
- 3.4 A Trustee who has served a term of office must retire at the next meeting of the Trustees that occurs nearest to the expiry of that term.
- 3.5 A retiring Trustee who remains eligible under Articles 3.2 and 3.10 may be re-appointed for a maximum of three consecutive terms of office including his/her initial term by a resolution in respect of each term approved by a 75% majority vote of the other Trustees, either by a resolution passed at a meeting of the Trustees by those present and voting or by a resolution in writing.
- 3.6 A Trustee who has held office for a maximum of nine consecutive years shall then stand down for a minimum of one year.
- 3.7 The Trustees may, in circumstances which they consider to be exceptional, permit one or more of the Trustees who has served for the maximum of nine consecutive years, and who remains eligible, to serve for one further year only, provided that any such further appointment is approved by a unanimous vote of all the Trustees (other than any **Conflicted Trustee** who has not been authorised to vote), all voting in favour either at a meeting of the Trustees or by returning a consenting resolution in writing to the Secretary.
- 3.8 Subject to Article 3.10, a Trustee may serve for a term of less than three years and then retire.
- 3.9 Subject to the maximum number of Trustees permitted by Article 3.2, the Trustees may at any time co-opt any individual who is eligible under Article 3.2

as a Trustee to fill a temporary vacancy in their number, or to act as an additional Trustee for a limited period, or to supply appropriate skills for specific projects of the Charity; but a co-opted Trustee holds office for only one year from the date of his or her appointment.

3.10 A Trustee's term of office as such automatically terminates if he/she:

- (1) ceases to be a director of the Charity by virtue of any provision in the Companies Act;
- (2) is disqualified under the Charities Act from acting as a charity trustee;
- (3) is convicted of any offence under safeguarding legislation or otherwise banned from working with children;
- (4) is incapable, whether mentally or physically, of managing his/her own affairs;
- (5) is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (6) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
- (7) is removed by a resolution passed by a 75% majority of the votes cast at a meeting of the other Trustees for breaching his/her duties as a Trustee, or for breaching the Trustees' code of conduct, or if the other Trustees reasonably believe that his/her removal as a Trustee is in the best interests of the Charity; or
- (8) is removed by an ordinary resolution of the Voting Members in accordance with the procedure set out in section 168 of the Companies Act 2006;

provided that before passing any resolution under Articles 3.10 (4), (5) or (7) the other Trustees shall have first invited the views of the Trustee concerned and shall have considered the matter in the light of any such views.

3.11 A Trustee shall cease to be a Voting Member on termination of his or her office as a Trustee for any reason.

3.12 The Trustees shall have the right to suspend a Trustee (both as a Trustee and as a Voting Member) where the other Trustees resolve by a 75% majority of the votes cast at a meeting of the Trustees that it is in the best interests of the Charity that he or she is suspended as a Trustee and as a Voting Member; provided that the Trustees' resolution shall specify the reasons for, and the terms and/or duration of, such suspension at the time of passing the resolution or until the matter is resolved.

3.13 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 three meetings each year (including the annual business meeting referred to in Article 4.9), of which each Trustee must be given reasonable notice, except where there are matters demanding urgent consideration.

4.2 A quorum at a meeting of the Trustees is at least three Trustees or one half of the Trustees (if greater) who are present in person or by suitable electronic means in accordance with Article 4.3. A Trustee may not appoint a proxy or alternate director to attend meetings of the Trustees on his or her behalf.

- 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 **Chair** or (if the Chair is unable or unwilling to do so) the Vice-Chair (if any) or some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 At meetings of the Trustees, any issue may be determined by a simple majority of the votes cast by the Trustees present and voting on the question (unless a 75% majority vote or a unanimous vote is required by other provisions of these Articles.)
- 4.6 A resolution in writing agreed by the required 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. For this purpose the resolution may be contained in more than one document, and includes a resolution that is agreed in writing by the Trustees by means of email communication which is not signed but which is capable of being printed out on paper. The resolution in writing will be treated as passed on the date and at the time of the receipt of the last document or email required to pass the resolution.
- 4.7 Every Trustee has one vote on each issue but, in case of an equality of votes, the chair 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 The annual business meeting shall be a meeting of the Trustees, to be held on a date of their choosing in each year, at which the Trustees
- (1) review the accounts of the Charity for the previous financial year;

- (2) review the Charity's activities since the previous annual business meeting, including its operations and strategic progress;
- (3) review the composition of the board of Trustees including pending retirements, and consider succession planning, including the recruitment of Trustees with appropriate governance skills and the co-option of Trustees for specific projects;
- (4) conduct any other business they see fit.

5. Trustees' powers

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

- 5.1 to appoint a chief executive officer to manage the Charity in accordance with terms determined by the Trustees;
- 5.2 to appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**;
- 5.3 to appoint from time to time reporting accountants, independent examiners or auditors in accordance with the Companies Act and the Charities Act;
- 5.4 to appoint a Chair from among the Trustees. Following appointment by the Trustees by a resolution approved by a 75% majority vote a Chair may hold that office for a maximum term of up to nine consecutive years, subject to his or her retirement and re-appointment as a Trustee in accordance with Article 3.5, and to Article 3.10. Subject to Article 3.7, after serving nine consecutive years he or she shall then retire as the Chair and as a Trustee;³

- 5.5 to appoint a Vice-Chair from among the Trustees. Following appointment by the Trustees by a resolution approved by a 75% majority vote the Vice-Chair may hold that office for a maximum term of up to nine consecutive years, subject also to his or her retirement and re-appointment as a Trustee in accordance with Article 3.5, and to Article 3.10. Subject to Article 3.7, after serving nine consecutive years he or she shall then retire as the Vice-Chair and as a Trustee;
- 5.6 to delegate any of their functions to sub-committees consisting of two or more individuals appointed by the Trustees who shall act in accordance with written terms of reference prepared by the Trustees. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- 5.7 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct, management and administration of the Charity. Such rules may regulate the following matters but are not restricted to them:
- (1) the admission of non-voting members, their rights and obligations, and any subscriptions and other fees or payments to be made by them;
 - (2) the conduct of Trustees, Voting Members and non-voting members of the Charity in relation to one another, and to the Charity's employees and volunteers;
 - (3) the procedure at general meetings and meetings of the Trustees or of committees in so far as such procedure is not regulated by the Companies Act or by the Articles;

(4) generally, all such matters as are commonly the subject matter of company rules.

5.8 to establish procedures to assist the resolution of disputes or differences within the Charity;

5.9 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Voting Members.

6. Benefits and Conflicts

6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

6.2 (1) A Trustee is entitled to be reimbursed from the property of the Charity or may be paid out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

(2) Subject to the restrictions in the Charities Act, a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.

6.3 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 Voting Member or non-voting member of the Charity. This does not prevent a non-voting member who is not also a Trustee receiving:

(1) a benefit from the Charity in the capacity of a beneficiary of the Charity;

(2) reasonable and proper remuneration for any goods or services supplied to the Charity.

6.4 No Trustee may:

(1) buy any goods or services from the Charity;

(2) sell goods, services or any interest in land to the Charity;

- (3) be employed by, or receive any remuneration from the Charity;
- (4) receive any other financial benefit from the Charity;

unless:

- (a) the payment is permitted by Article 6.5 and the Trustees follow the procedure and observe the conditions set out in Article 6.6; or
- (b) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

- 6.5
- (1) A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - (2) A Trustee may be employed by, or enter into contracts with, the Charity and receive reasonable payment for the supply of goods or services to the Charity, other than for acting as a Trustee.
 - (3) A Trustee may receive interest on money lent to the Charity at a reasonable and proper rate.
 - (4) A company of which a Trustee is a member or shareholder may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.
 - (5) A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
- 6.6
- (1) The Charity and its Trustees may only rely upon the authority provided by Article 6.5 if each of the following conditions is satisfied:
 - (a) The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances.

- (b) The Trustee is absent from the part of the meeting at which there is a discussion of:
 - (i) his or her employment or remuneration, or any matter concerning the contract; or
 - (ii) his or her performance in the employment, or his or her performance of the contract; or
 - (iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.5; or
 - (iv) any other matter relating to a payment or the conferring of any benefit permitted by Article 6.5.
 - (c) The Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
 - (d) The other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest).
 - (e) The reason for their decision is recorded by the Trustees in the minute book.
 - (f) A majority of the Trustees then in office have received no such payments.
- (2) The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
- (a) a partner;

- (b) an employee;
- (c) a consultant;
- (d) a Trustee; or
- (e) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital of that company.

6.7 In Articles 6.2 - 6.6:

- (1) "company" shall include any company in which the Charity:
 - (a) holds more than 50% of the shares; or
 - (b) controls more than 50% of the voting rights attached to the shares; or
 - (c) has the right to appoint one or more Trustees to the board of the company.
- (2) "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee, any person living with the Trustee as his or her partner or any other Connected Person.

6.8 Subject to Article 6.9, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6.9 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:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (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
- (4) refrain from taking any step required to remove the conflict.

6.10 This Article 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 and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act 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:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all decisions taken by electronic means;
- (4) all reports of committees; and
- (5) all professional advice obtained.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by non-voting members who are not Trustees if the Trustees so decide.

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.

8 Voting Membership

8.1 The Charity must maintain a register of Voting Members.

8.2 The Trustees for the time being of the Charity shall be the only Voting Members.

8.3 Every person who is appointed as a Trustee shall become a Voting Member and shall sign a written consent to act as a Voting Member.

8.4 Voting Membership is not transferable.

8.5 The Trustees may establish one or more classes of non-voting members with different rights and obligations.

9. General Meetings
- 9.1 Voting Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing in a form approved by the Trustees and issued by the Charity and which is notified to the Secretary before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 **clear days'** written notice indicating the business to be discussed and setting out the terms of any proposed special resolution. A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Voting Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights.
- 9.3 There is a quorum at a general meeting if the number of Voting Members present in person or by proxy and entitled to vote is at least three or one half of the total Voting Membership at the time, whichever is the greater.
- 9.4 Voting Members present by proxy shall be counted in the quorum.
- 9.5 General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees.
- 9.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.7 Every Voting Member present in person or by proxy has one vote on each issue.
- 9.8 Except where otherwise provided by the Articles or the Companies Act, a written resolution of the Voting Members (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document, provided that each Voting Member consenting to the written

resolution has signed the resolution on a document on paper (including by secure digital or electronic signature).

- 9.9 The Charity shall not be required to hold an annual general meeting.
- 9.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 5% of the Voting Membership.
- 9.11 A technical defect in the appointment of a Voting Member of which the Voting Members are unaware at the time does not invalidate a decision taken at a general meeting or by a written resolution.

10 Termination of Voting Membership

Voting Membership is terminated if:

- 10.1 the Voting Member dies;
- 10.2 the Voting Member resigns by written notice to the Charity unless there would be less than two Voting Members after the resignation;
- 10.3 the Voting Member ceases to be a Trustee;
- 10.4 any subscription or other sum due from the Voting Member to the Charity is not paid in full within six months of it falling due.

11. Honorary Officers

Voting Members may also from time to time confer on any individual (with his/her consent) the honorary title of Patron, Ambassador, President or Vice-President of the Charity on such terms as the Voting Members shall think fit.

12. Limited Liability

The liability of Voting Members is limited.

13. Guarantee

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

13.1 payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Voting Member; and/or

13.2 payment of the costs, charges and expenses of winding up; and/or

13.3 the adjustment of rights of contributors among themselves.

14. Communications

14.1 Notices and other documents to be served on Voting Members or Trustees under these Articles or the Companies Act may be served:

(1) by hand;

(2) by post;

(3) by suitable electronic means (where specific consent has been received from the Voting Member or Trustee so served); or

(4) through publication in the Charity's newsletter (if any) if posted to Voting Members or on the Charity's website.

14.2 The only address at which a Voting Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Voting Members.

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

(1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;

(2) two clear days after being sent by first class post to that address;

- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally;
or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

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

15. Dissolution

15.1 The Voting Members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- (1) directly for the Objects; or
- (2) by transfer to any charity or charities for purposes similar to the Objects; or
- (3) to any charity for use for particular purposes that fall within the Objects;

15.2 Subject to any such resolution of the Voting Members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

- (1) directly for the Objects; or
- (2) by transfer to any charity or charities for purposes similar to the Objects; or
- (3) to any charity or charities for use for particular purposes that fall within the Objects.

15.3 In no circumstances shall the net assets of the charity be paid to or distributed among the Voting Members or non-voting members of the Charity and if no such resolution is passed by the Voting Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission.

16. Interpretation

16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

16.2 In the Articles, unless the context indicates another meaning:

‘annual business meeting’ has the meaning given to it in Article 4.9;

‘the Articles’ means the Charity’s Articles of Association and **‘Article’** refers to a particular Article;

‘Chair’ means the chair of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Act 2011;

‘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 Act’ means the Companies Act 2006;

‘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 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’ has the meaning given to it in the Companies Act and includes communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘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 act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

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

‘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;

‘non-voting member’ means a member who is not a member of the Charity under company law and who does not have the right to vote at general meetings or on written resolutions of the Charity;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Voting Members present and voting at a general meeting or in the case of a written resolution by Voting Members who together hold a simple majority of the voting power;

‘the Objects’ means the Objects of the Charity as defined in Article 1;

‘resolution in writing’ means a resolution in writing of the Trustees pursuant to Article 4.6;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution agreed by a 75% majority of the Voting Members present and voting at a general meeting or in the case of a written resolution by Voting Members who together hold 75% of the voting power;

‘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;

‘Voting Member’ means a member of the Charity under company law who has the right to vote at general meetings or on written resolutions of the Charity; and **‘Voting Membership’** refers to company membership of the Charity carrying the right to vote;

‘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 a special resolution of the Voting Members which is in writing pursuant to Article 9.8;

‘year’ means calendar year.

16.3 Expressions not otherwise defined which are defined in the Companies Act or the Charities Act have the same meaning.

16.4 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.