

# **The Soil Association Limited**

---

## **Articles of Association**

**Adopted by a special resolution dated 11 July 2015**

Company number: 00409726

Registered charity numbers: 206862 / SC039168

## The Companies Acts 1985 to 2006

### Company limited by guarantee and not having a share capital

#### Articles of Association

Adopted by a special resolution dated 11 July 2015

of

#### The Soil Association Limited

#### 1 Name

1.1 The name of the company is The Soil Association Limited (the "**Charity**")

#### 2 Registered office

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

#### 3 Objects

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

3.1.1 To advance the education of the public by promoting a full understanding of the vital relationship between the health of the soil, plants, animals, people and the environment.

3.1.2 To advance the education of the public by carrying out research (and disseminating the results) into agricultural and forestry production methods and the effects of these methods on the quality of food and other outputs on human health and the environment.

3.1.3 To preserve, conserve and protect the environment through the prudent use of natural resources, including by the promotion of organic and sustainable farming techniques.

3.1.4 To promote and enhance human health through providing information and advice in relation to healthy eating and nutrition.

3.1.5 To promote high standards in the care and welfare of farm animals to prevent cruelty to and suffering by farm animals.

3.2 In these Articles, **charitable** means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008. For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.

#### 4 Powers

4.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

4.1.1 to hold festivals, seminars, conferences, lectures, tours and courses;

4.1.2 to promote or carry out research and to disseminate such research;

- 4.1.3 to provide advice;
- 4.1.4 to publish or distribute information in any form;
- 4.1.5 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;
- 4.1.6 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts;
- 4.1.7 to affiliate with and where appropriate merge with any charity having similar objects to the Objects;
- 4.1.8 to raise funds;
- 4.1.9 to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture;
- 4.1.10 to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.11 to acquire, rent or hire property of any kind;
- 4.1.12 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.13 to make grants, awards, prizes or donations;
- 4.1.14 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4.1.15 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;
- 4.1.16 to deposit or invest funds in any manner (but to invest only after taking such advice as the trustees consider is reasonably necessary from such person as is reasonably believed by the trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);
- 4.1.17 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;
- 4.1.18 to delegate the management of investments to any person provided that:
  - (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - (b) the investment policy is set out in writing by the Trustees;
  - (c) the performance of the investments is reviewed regularly with the Trustees;
  - (d) the investment policy and the delegation arrangements are reviewed at least once a year;

- (e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
  - (f) the delegate must not do anything outside the powers of the Trustees;
- 4.1.19 to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
- 4.1.20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.21 to take out indemnity insurance by exercising the statutory power conferred by section 189 of the Charities Act 2011;
- 4.1.22 subject to Articles 15 and 17, to employ paid or unpaid agents, staff or advisers;
- 4.1.23 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.24 to establish, support or acquire subsidiary companies;
- 4.1.25 to pay the costs of forming the Charity;
- 4.1.26 to open and operate bank accounts and banking facilities;
- 4.1.27 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- 4.1.28 to enter into any licence or sponsorship agreement;
- 4.1.29 to enter into any contract or agreement (including any finance lease); and
- 4.1.30 to carry on any trade in so far as the trade is;
- (a) exercised in the course of the actual carrying out of the Objects of the Charity; or
  - (b) ancillary to the carrying out of the Objects; or
  - (c) not taxable trading.

## **5 Limited liability**

- 5.1 The liability of the Members is limited to £5, being the amount each Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while he, she or it is a Member, or within 1 year after he, she or it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

## **6 Membership**

- 6.1 The number of Members with which the Charity is registered is unlimited.
- 6.2 The Charity must maintain a register of Members.
- 6.3 The Members of the Charity shall be:

- 6.3.1 the Members on the date of adoption of these Articles (provided that, for the avoidance of doubt, the holders of any joint or family Membership as at such date shall only be entitled to exercise one vote); and
  - 6.3.2 such other persons as are admitted to Membership by the Trustees in accordance with Rules made for such purpose and which may create different categories of Member dependent on different criteria and with different voting and other rights (provided that any such Rules must only provide that the holders of any joint Membership, including a family Membership or any other form of joint Membership, shall only be entitled to exercise one vote).
- 6.4 Every Member shall sign a written consent to become a Member.
- 6.5 A Member's Membership of the Charity is terminated if:
- 6.5.1 he or she or it gives written notice of resignation to the Charity; or
  - 6.5.2 he or she dies; or
  - 6.5.3 he or she or it fails to pay when due any subscription or other amount which he or she or it owes to the Charity;
  - 6.5.4 he or she becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;
  - 6.5.5 not being an individual Member, a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Member or an order is made for the appointment of an administrator of the Member; or
  - 6.5.6 the Trustees resolve that such Member's continued Membership is not in the best interests of the Charity and that his or her Membership should be terminated as a consequence (provided that the Member shall have the right to be heard by the Trustees before any such resolution is proposed).
- 6.6 Membership of the Charity is not transferable.
- 6.7 The Trustees may admit such persons as they see fit as associate members in accordance with any Rules made by the Trustees from time to time, provided that associate members shall not be Members of the Charity for the purposes of the Act and accordingly such Membership shall not confer upon any associate member the right to attend or vote on any matter at any general meeting of the Charity.
- 7 General meetings**
- 7.1 A general meeting of the Members may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
  - 7.2 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
  - 7.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

- 7.4 The Charity shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Trustees. The notice of any annual general meeting shall specify it as such.
- 7.5 Members are entitled to attend general meetings either personally or by proxy.
- 7.6 The chair of any general meeting may permit persons other than Members to attend and speak at any such general meeting.

#### **Quorum**

- 7.7 There is a quorum at a general meeting if 20 of the Members entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy. If the Charity has fewer than 20 Members, those Members present in person or through their authorised representatives or by proxy shall constitute a quorum.
- 7.8 If within 30 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the chair of the meeting shall determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum.

#### **Chair**

- 7.9 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee who is nominated by the Board shall preside as chair at a general meeting. If neither the Chair nor any other Trustee nominated by the Board is present and willing to act as chair within 15 minutes from the time appointed for the holding of a general meeting, the chair shall be some other Trustee elected by those Trustees present at the meeting. If there is only one Trustee present at the general meeting, he or she shall be chair of the general meeting. If no Trustee is willing to act as chair, or there are no Trustees present at the general meeting within 15 minutes from the time appointed for the holding of a general meeting, those Members who are present and entitled to vote at the general meeting shall elect one of their number to be chair of the general meeting.

#### **Adjournments**

- 7.10 The chair may, with the consent of the Members at a general meeting at which a quorum is present, and shall if so directed by the Members at such general meeting, adjourn the meeting from time to time and from place to place as the chair shall determine, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
- 7.11 If a meeting is adjourned for 14 days or more, at least 7 clear days' notice (that is, excluding the day of the adjourned meeting and the day on which the notice is given) shall be given to the same persons to whom notice of the Charity's general meetings is required to be given and containing the same information which such notice is required to contain.

#### **Voting**

- 7.12 Except for the chair of a general meeting, who in the event of an equality of votes has a second or casting vote, on a show of hands or a poll every Member present in person or through its authorised representative or by proxy shall have one vote.
- 7.13 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and

every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting, whose decision is final.

### **Polls**

- 7.14 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by:
- 7.14.1 the chair of the meeting;
  - 7.14.2 at least five Members entitled to vote on the resolution present in person or through their authorised representative or by proxy; or
  - 7.14.3 a Member or Members representing at least ten percent of the total voting rights of all of the Members entitled to vote on the resolution present in person or through their authorised representative or by proxy;
- provided that no poll shall be demanded on the election of a chair or on any question of adjournment.
- 7.15 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 7.16 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the general meeting. A demand which is withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 7.17 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.18 A poll will be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.19 The chair may appoint scrutineers (who need not be Members) and fix a time and a place for declaring the results of the poll.
- 7.20 The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.

### **Proxies**

- 7.21 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- 7.21.1 states the name and address of the Member appointing the proxy;
  - 7.21.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 7.21.3 is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the Trustees may determine; and

- 7.21.4 is delivered to the Charity in accordance with this Act or these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 7.22 Subject to the requirements of Article 7.21, the Charity may require proxy notices to be delivered in such form as the Board may from time to time determine and may specify different forms for different purposes.
- 7.23 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 7.24 Unless a proxy notice indicates otherwise, it must be treated as:
- 7.24.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 7.24.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 7.25 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 7.26 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 7.27 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 7.28 If a proxy notice is executed on behalf of the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **Written resolutions**

- 7.29 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution proposed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

### **Authorised representatives**

- 7.30 Any person other than an individual which is a Member of the Charity may by resolution of its directors, trustees or other governing body authorise such person as it thinks fit to act as its authorised representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he or she represents as that person would exercise if it were an individual Member of the Charity.

## **8 Trustees**

- 8.1 The Trustees are the charity trustees and company directors of the Charity and have control of the Charity and its property and funds.
- 8.2 Subject to the Act and the Articles, the business of the Charity shall be managed by the Trustees, who may exercise all of the powers of the Charity in such manner as they think fit.



No alteration of the Articles shall invalidate any prior act or decision of the Trustees which would have been valid if that alteration had not been made.

### **Number of trustees**

8.3 The Board shall be composed of no fewer than 8 Trustees and no more than 12 Trustees and shall comprise:

8.3.1 no fewer than 5 Elected Trustees appointed in accordance with Articles 8.8 to 8.10; and

8.3.2 no more than 5 Appointed Trustees appointed in accordance with Article 8.11;

provided that (but subject to the provisions of Article 9.5) a majority of Trustees shall at all times be Elected Trustees.

### **Criteria for appointment**

8.4 Every individual appointed as an Elected or an Appointed Trustee (including by the Board to fill any casual vacancy) must be a Member of the Charity on the date of their appointment and must continue to be a Member while they hold office as Trustee. While a Trustee holds office, he or she shall be deemed to be a Member of the Charity irrespective of whether he or she has paid when due any subscription or other amount which he or she owes to the Charity from time to time.

8.5 Every individual appointed as an Elected or an Appointed Trustee must have been nominated for appointment in writing delivered to the Board by the Trustee Recruitment and Succession Committee.

8.6 Every Trustee shall sign a written consent to become a Trustee before so acting.

8.7 The Board may from time to time determine any additional criteria for the nomination and appointment of individuals as Trustees.

### **Elected Trustees**

8.8 The Members shall appoint 5 individuals (or such higher number of individuals as is permitted by Article 8.3) as Trustees of the Charity (each an "**Elected Trustee**").

8.9 The Elected Trustees may be appointed by a resolution of the Members passed at an annual general meeting or by way of a vote of the Members on a ballot carried out in such manner as the Board may determine provided that where there are fewer candidates for appointment recommended by the Trustee Recruitment and Succession Committee in accordance with Article 8.5 than there are vacancies, the individuals so recommended shall be appointed by the Board without the requirement for a resolution of the Members passed at an annual general meeting or by way of a vote of the Members on a ballot.

8.10 The Board shall make (and may from time to time amend) Rules in relation to the appointment of the Elected Trustees which shall include provisions in relation to:

8.10.1 the nomination and seconding of candidates for appointment by one or more of the Members of the Charity; and

8.10.2 the arrangements necessary in order to arrange for voting by a ballot (including any provisions in relation to transferable votes where there are more candidates for appointment than vacancies), which may include a ballot carried out by electronic means.

### **Appointed Trustees**

- 8.11 The Board may appoint 3 individuals (or such higher number of individuals as is permitted by Article 8.3) as Trustees of the Charity (each an "**Appointed Trustee**").

#### **Casual vacancies**

- 8.12 The Board may appoint any individual to fill a casual vacancy on the Board. Any individual so appointed must be nominated by the Trustee Recruitment and Succession Committee in accordance with Article 8.5.

- 8.13 A Trustee appointed to fill a casual vacancy under Article 8.12 will count towards the minimum number of Trustees specified in Article 8.3. For the avoidance of doubt, an individual appointed to fill a casual vacancy amongst the Elected Trustees shall be deemed to hold office as an Elected Trustee and the Board may use the power conferred by Article 8.12 to fill any vacancy caused by there being fewer candidates for appointment by the Members nominated in accordance with Article 8.5 than there are vacancies.

- 8.14 Any individual so appointed to fill a casual vacancy shall hold office as a Trustee:

8.14.1 where the vacancy was in the office of an Elected Trustee, until the expiry of the term of office for which such Elected Trustee was appointed or, where the Elected Trustee has been appointed to fill any vacancy caused by there being fewer candidates for appointment by the Members recommended by the Trustee Recruitment and Succession Committee than vacancies, for the term of office for which such Elected Trustee could have been appointed by the Members or for such shorter term as the Board may determine when it resolves to fill the vacancy; and

8.14.2 where the vacancy was in the office of an Appointed Trustee, until the expiry of the term of office for which such Appointed Trustee was appointed or for such shorter term as the Board may determine when it resolves to fill the vacancy.

#### **Terms of office**

- 8.15 Subject to Articles 8.17 and 8.18, the term of office for any Elected Trustee shall either:

8.15.1 in the case of an appointment by resolution of the Members at an annual general meeting, start from the end of the annual general meeting at which they are appointed by resolution of the Members and shall finish at the end of the fourth annual general meeting following that meeting; or

8.15.2 in the case of an appointment by ballot of the Members or an appointment by the Board where there are fewer candidates for appointment recommended by the Trustee Recruitment and Succession Committee in accordance with Article 8.5 than there are vacancies, start from such date as is determined by the Board and shall continue for 4 years from such date or for such shorter period from such date as the Board may on the appointment of the Elected Trustee determine.

- 8.16 Subject to Articles 8.17 and 8.18, the term of office for any Appointed Trustee shall be 4 years from the date of his or her appointment or for such shorter period from such date as the Board may on the appointment of the Appointed Trustee determine.

- 8.17 A retiring Trustee (including a Trustee appointed to fill a casual vacancy) shall be eligible for re-appointment or re-election provided that:

8.17.1 after a Trustee has served for two terms in office, he or she shall only be eligible for re-appointment or re-election for a further term of office of such period (up to a maximum of 4 years) as the Board may determine if the Board considers that it would be in the best interests of the Charity for that Trustee to be so eligible for

re-appointment or re-election immediately following his or her retirement (including, for the avoidance of doubt, because the Board considers that it would be in the best interests of the Charity for the Chair or Vice-Chair to continue his or her term of office as Chair or Vice-Chair) ; and

8.17.2 no Trustee shall serve for more than three terms of office (whether consecutive or otherwise).

#### **Existing Trustees**

8.18 Each of the Trustees identified in the Schedule to these Articles and in office at the date of the adoption of these Articles shall continue to hold office for such term as is set out in the Schedule (which shall also specify whether the relevant Trustee is deemed to be an Elected or an Appointed Trustee and whether he or she shall be deemed to hold office for their first or second such term).

#### **Termination of office**

8.19 A Trustee's term of office automatically terminates if he or she:

8.19.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;

8.19.2 is disqualified under the Company Directors Disqualification Act 1986 from acting as a director of a company;

8.19.3 has (in the written opinion of a registered medical practitioner who is treating that person given to the Trustees) become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;

8.19.4 is removed as a Trustee by the Members pursuant to the Act;

8.19.5 resigns by written notice to the Trustees (but only if at least 8 Trustees will remain in office);

8.19.6 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;

8.19.7 ceases to be a Member of the Charity by giving written notice of his or her resignation to the Charity in accordance with Article 6.5;

8.19.8 is removed by a resolution of 75% or more of the other Trustees;

8.19.9 is absent from two consecutive meetings of Board without the consent of the Board and the Board resolves that his or her office is vacated; or

8.19.10 is convicted of a criminal offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity.

8.20 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 of the Board or any Committee and any such decision shall be as valid as if any such Trustee had been properly appointed and was in all respects qualified to act as Trustee.

## **9 Proceedings of the Board**

9.1 Subject to the provisions of these Articles, the Board may regulate its proceedings as the Trustees shall from time to time see fit.

9.2 The Trustees must hold at least 6 meetings of the Board each year.

#### **Notice of meetings**

9.3 The Chair or any 2 Trustees may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:

9.3.1 such notice must give at least 14 days' notice of the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;

9.3.2 such notice must be given to each Trustee, but need not be in writing;

9.3.3 such notice need not be given to any Trustee who is outside the United Kingdom; and

9.3.4 such notice need not be or have been given to a Trustee who confirms to the Charity that he or she waives his or her entitlement to notice of that meeting not more than seven days after the date on which the meeting is held (and where such confirmation is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).

#### **Quorum**

9.4 The quorum necessary at a meeting of the Board shall be determined by the Trustees and unless and until otherwise determined shall be 4 or, if greater, one-half of the total number of Trustees, which shall be rounded up to the nearest whole number.

#### **Fewer than minimum number**

9.5 If the total number of Trustees for the time being is less than the minimum number required by Article 8.3 or the quorum required by Article 9.4 or there is not the majority of Elected Trustees required by Article 8.3, the Trustees must not take any decision other than a decision to:

9.5.1 admit any Member in accordance with Article 6.3;

9.5.2 fill any casual vacancy in accordance with Article 8.12;

9.5.3 appoint further Appointed Trustees in accordance with Article 8.11;

9.5.4 make such arrangements as are necessary to enable the Members to appoint further Elected Trustees in accordance with Article 8.8, including establishing a Trustee Recruitment and Succession Committee under Article 13.2;

9.5.5 summon a general meeting;

9.5.6 appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Charity recognised by the relevant insolvency, company, property or charity legislation as from time to time in force; and

9.5.7 take such steps as the Trustees consider are necessary in the best interests of the Charity in order to protect the assets, beneficiaries and reputation of the Charity pending the taking of any other decision in accordance with this Article 9.5;

provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.

## **Meetings**

- 9.6 A meeting of Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 9.7 The Chair or (if the Chair is unable or unwilling to do so or is otherwise prevented from doing so by any provisions of these Articles) the Vice-Chair or (if the Vice-Chair is unable or unwilling to do so or is otherwise prevented from doing so by any provisions of these Articles) some other Trustee chosen by the Trustees present will preside as chair at each meeting of Board.

## **Chair**

- 9.8 The Trustees shall by resolution appoint and may remove one of their number as Chair of the Board.
- 9.9 The Chair shall hold office for a term of 3 years from the date of his or her appointment as Chair (or for such shorter period as the Trustees may determine on such appointment). The Chair shall be eligible for re-appointment as Chair for one further term of up to 3 years in accordance with Article 9.8.
- 9.10 The Chair shall cease to hold office as Chair if he or she ceases to be a Trustee in accordance with these Articles but, for the avoidance of doubt, the Trustees may exercise the power conferred upon them by Article 8.17 to extend the Chair's term of office as a Trustee while he or she continues to hold office as Chair.

## **Vice-Chair**

- 9.11 The Trustees shall by resolution appoint and may remove one of their number as Vice-Chair of the Board.
- 9.12 The Vice-Chair shall hold office for a term of 3 years from the date of his or her appointment as Vice-Chair (or for such shorter period as the Trustees may determine on such appointment). The Vice-Chair shall be eligible for re-appointment as Vice-Chair for one further term of up to 3 years in accordance with Article 9.11.
- 9.13 The Vice-Chair shall cease to hold office as Vice-Chair if he or she ceases to be a Trustee in accordance with these Articles but, for the avoidance of doubt, the Trustees may exercise the power conferred upon them by Article 8.17 to extend the Vice-Chair's term of office as a Trustee while he or she continues to hold office as Vice-Chair.

## **Voting**

- 9.14 Subject to any provision in these Articles which requires a higher majority, every decision of the Trustees shall be by a simple majority of the votes cast at a meeting.
- 9.15 Every Trustee has one vote on each issue except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum and/or voting purposes).

## **Decisions without a meeting**

- 9.16 The Trustees may take a unanimous decision without holding a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of

a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. A decision made in accordance with this Article 9.16 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:

9.16.1 approval from each Trustee must be received by the Chair, or if the Chair is unable or unwilling to do so, some other person (including any Trustee, the Secretary or an employee of the Charity) nominated in advance by the Trustees for that purpose (the "**Recipient**");

9.16.2 following receipt of the response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 9.16;

9.16.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

9.16.4 the Recipient prepares a minute of the decision and circulates it to the Trustees and the Secretary.

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

## 10 **Secretary etc.**

10.1 The Trustees shall have the power (in the administration of the Charity) at their absolute discretion, to appoint (and may at any time remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act.

10.2 The Trustees shall also have the power (in the administration of the Charity) at their absolute discretion to appoint (and may at any time remove) a president, vice-president(s) and patron(s) of the Charity in furtherance of the Objects of, or in recognition of exceptional service to, the Charity.

## 11 **Rules**

11.1 The Trustees may from time to time make and amend rules ("**Rules**") for the administration and management of the Charity and, in particular:

11.1.1 to set subscription and other criteria for the admission and expulsion of Members;

11.1.2 to create different categories of Member dependent on different criteria and with different voting and other rights (provided that any such Rules must only provide that the holders of any joint Membership shall only be entitled to exercise one vote);

11.1.3 to govern proceedings at general meetings; and

11.1.4 to govern the proceedings of the Board and Committees.

11.2 Any Rules made or amended by the Trustees:

11.2.1 must not be inconsistent with any of the provisions of these Articles; and

11.2.2 must be made available to any Member on request made to the Charity; and

11.2.3 may be circulated to the Members at such intervals and in such manner as the Board shall determine from time to time.

11.3 Rules made in accordance with this Article 11 are binding on the Charity, the Trustees and the Members.

11.4 If and to the extent that there is any inconsistency between these Articles and any Rules made or amended by the Trustees, these Articles shall prevail.

## 12 **Delegation**

12.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference ("**Terms of Reference**") as the Trustees think fit and, if the Board so specifies, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated. The Board may at any time revoke any delegation in whole or part or alter its Terms of Reference.

## 13 **Committees**

13.1 The Board may also delegate to any committee (each a "**Committee**") consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such Terms of Reference as it thinks fit (including any requirement that a resolution of the Committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:

13.1.1 all proceedings of every Committee must be reported promptly to the Trustees; and

13.1.2 every Committee must act in accordance with the Terms of Reference on which any function is delegated to it (but, subject to that, the proceedings of the Committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

13.2 The Board shall establish a Committee to oversee and carry out the process for identifying, selecting and nominating candidates for appointment as Trustees (the "**Trustee Recruitment and Succession Committee**") using such Terms of Reference as it considers appropriate.

13.3 The Board may at any time revoke any delegation to any Committee in whole or part or alter its Terms of Reference.

## 14 **Advisory boards**

14.1 The Board may establish one or more advisory boards (each an "**Advisory Board**") comprising such individuals as, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity.

14.2 An Advisory Board shall have none of the rights or powers exercisable by a Committee other than a power to advise the Board on any matters which have been referred to it by the Board.

14.3 The members of an Advisory Board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees.

14.4 Subject to any terms and conditions expressly imposed by the Board, the proceedings of any Advisory Board shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

## 15 **Benefits**

15.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend,

bonus or otherwise by way of profit, to Members of the Charity and no Trustees shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other Benefit from the Charity provided that nothing in these Articles shall prevent the payment or provision in good faith by the Charity of the Benefits set out in Articles 16 or 17.

## **16 Benefits to Members**

16.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Member but:

16.1.1 a Member who is not also a Trustee may provide services to the Charity and receive reasonable and proper payment for the services supplied;

16.1.2 a Member (including a Member who is also a Trustee) may be paid interest at a reasonable and proper rate per annum on money lent to the Charity not exceeding 2% per annum less than the published base lending rate of a clearing bank to be selected by the Trustees;

16.1.3 a Member (including a Member who is also a Trustee) may be paid a reasonable and proper rent for property demised or let to the Charity;

16.1.4 for the avoidance of doubt, a Member (including a Member who is also a Trustee) may receive any Benefit in their capacity as a beneficiary of the Charity; and

16.1.5 for the avoidance of doubt, another charity of which a Member (including a Member who is also a Trustee) is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member.

16.2 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

## **17 Benefits to Trustees**

17.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

17.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

17.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;

17.1.3 an indemnity in accordance with these Articles;

17.1.4 payment to any company in which a Trustee has no more than a 1% shareholding; and

17.1.5 other payments or benefits permitted by charity law or with the prior consent of the Commission;

provided that the Trustees must comply with the provisions of Articles 18, 19 and 20 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.



17.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

17.2.1 interest at a reasonable and proper rate per annum on money lent to the Charity not exceeding 2% per annum less than the published base lending rate of a clearing bank to be selected by the Trustees;

17.2.2 a reasonable and proper rent for property demised or let to the Charity;

17.2.3 for the avoidance of doubt, any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity; and

17.2.4 in exercise of the statutory power to remunerate charity trustees for services conferred by section 185 of the Charities Act 2011;

provided that the Trustees must comply with the provisions of Articles 18, 19 and 20 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

17.3 For the avoidance of doubt, nothing in this Article 17 shall prevent the Charity, in furtherance of the Objects, from conferring a Benefit on another charity of which a Trustee is a charity trustee or member, provided that it does not confer any Benefit on that Trustee.

17.4 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 16 for a Member or Articles 17.1 and 17.2 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

17.5 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

17.6 This Article may not be amended without prior written consent of the Commission.

## 18 **Declaration of Interests**

18.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

18.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

18.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

18.4 Any declaration must be made in accordance with the provisions of the Act:

18.4.1 at a meeting of the Board; or

18.4.2 by a specific notice in writing to the Trustees; or

18.4.3 by a general notice to the Trustees.

18.5 A Trustee is not required to declare an Interest:

- 18.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
  - 18.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
  - 18.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 18.6 The Charity will maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

## **19 Conflicts of Interest**

- 19.1 Subject to Articles 19.2 and 20, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
- 19.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 19.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 17.1 of these Articles.

## **20 Authorisation of Conflicts of Interest**

- 20.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:
- 20.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 17 of these Articles;
  - 20.1.2 the Trustees act in what they consider to be the best interests of the Charity; and
  - 20.1.3 the Trustees comply with the procedures set out in this Article 20.
- 20.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 20.1 the Trustee concerned must:
- 20.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
  - 20.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
  - 20.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
  - 20.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and

- 20.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).
- 20.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 20.4 In giving any authorisation in accordance with Article 20.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:
- 20.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);
  - 20.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 20.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
  - 20.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
  - 20.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).
- 20.5 In giving the authorisation under Article 20.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:
- 20.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
  - 20.5.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 20.5.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
  - 20.5.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
  - 20.5.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

## **21 Records and accounts**

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

21.1.1 annual reports;

21.1.2 annual returns; and

21.1.3 annual statements of account.

21.2 The Trustees must keep proper records of:

21.2.1 all proceedings at general meetings;

21.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);

21.2.3 all reports of committees; and

21.2.4 all professional advice obtained.

21.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

21.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

## **22 Notices**

22.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.

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

22.3 The Charity may deliver a notice or other document to a Member by:

22.3.1 delivering it personally to the Member;

22.3.2 post or hand delivery to the Member's address shown in the register of Members;

22.3.3 electronic mail to an address notified by the Member in writing; or

22.3.4 by means of a website in accordance with Articles 22.4 and 22.5.

22.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.

22.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 22.3.1, 22.3.2 or 22.3.3 of:

22.5.1 its presence on the website;

22.5.2 the address of the website;

22.5.3 the place on the website where it may be accessed; and

22.5.4 how to access it.

22.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 22.5 in accordance with the relevant provisions of 22.7.

22.7 Subject to Article 22.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received:

22.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

22.7.2 two clear days after being sent by first class post to that address;

22.7.3 three clear days after being sent by second class or overseas post to that address;

22.7.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier

22.7.5 as soon as the Member acknowledges actual receipt.

## 23 **Indemnity**

23.1 The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

## 24 **Dissolution**

24.1 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid or distributed among the Members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Article 15.1, chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

24.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustees Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008.

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

## 25 **Model articles**

25.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

## 26 **Interpretation**

26.1 In these Articles:

**the Act:** means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

**Advisory Board:** has the meaning set out in Article 14.1

**Appointed Trustee:** has the meaning set out in Article 8.11

**these Articles:** means these articles of association

**authorised representative:** means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

**Benefit:** means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

**Chair:** means the Chair of the Board appointed in accordance with Article 9.8

**the Charity:** means the company governed by these Articles

**charity trustee:** has the meaning prescribed by section 177 of the Charities Act 2011

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

**the Commission:** means the Charity Commission for England and Wales

**Committee:** has the meaning set out in Article 13.1

**Conflict of Interest:** means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

**Connected Person:** means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee or a Member;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member

**Board:** means the board of trustees of the Charity

**Elected Trustee:** has the meaning set out in Article 8.8

**Interest:** means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

**Member** and **Membership** refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

**month:** means calendar month

**Objects:** has the meaning set out in Article 3.1

**proxy notice:** has the meaning set out in Article 7.21

**Recipient:** has the meaning set out in Article 9.16.1

**Rules:** has the meaning set out in Article 11.1

**Secretary:** means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity

**Subsidiary Company:** means any company in which the Charity holds:

- (a) more than 50% of the shares; or
- (b) more than 50% of the voting rights attached to the shares; or
- (c) the right to appoint one or more of the directors.

**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

**Terms of Reference:** has the meaning set out in Article 12.1

**Trustee:** means each of the directors of the Charity under the Act (and **Trustees** means all of the directors) and includes both the Appointed Trustees and the Elected Trustees

**Trustee Recruitment and Succession Committee:** has the meaning set out in Article 13.2

**written** or **in writing:** refers to a legible document on paper (including a fax message) or in electronic form (including an email)

**year:** means calendar year.

26.2 Expressions defined in the Act have the same meaning.

26.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## Schedule 1

<b>Trustee</b>	<b>End of term of office</b>	<b>Term (first/second)</b>	<b>Deemed to be Appointed Trustee or Elected Trustee</b>
Annabel Allot	31 October 2016	Second	Elected
Matt Brown	31 October 2018	First	Elected
Neil Canetty-Clarke	31 October 2018	Second	Appointed
John Carson	31 October 2018	First	Elected
Oliver Dowding	31 October 2016	First	Elected
Graeme Matravers	31 October 2017	First	Appointed
Dennis Overton	31 October 2017	Second	Elected
Dr Gabriel Scally	31 October 2018	Second	Elected
Charles Weston	31 October 2017	Second	Elected