

Agenda Item: 2a1
Board Summary: Proposed Articles of Association.
Board Action Required: Review

Articles of Association of Crescent Purchasing Limited – [adopted by special resolution made on \[11\] December 2025](#)~~Adopted by special resolution made on 11 December 2024~~

[Company number: 1130461](#)
[Registered charity number: 06774578](#)

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THE COMPANIES ACTS ~~1985~~ [] AND 2006

PRIVATE ~~COMPANY~~CHARITY LIMITED BY
GUARANTEE AND NOT HAVING A SHARE

~~CAPITAL~~
ARTICLES OF ASSOCIATION

OF

CRESCENT PURCHASING LIMITED

1. The ~~Charity's~~Company name is "Crescent Purchasing Limited" (and in this document it is called "the ~~Company~~Charity").
2. The ~~Charity's~~Company registered office is to be situated in England and Wales.
3. The ~~Charity~~ompany's object(s) ("**the Objects**") are:
 - 3.1 to promote the efficiency and effectiveness of charities and the effective use of charitable resources for the benefit of the public by:
 - 3.1.1 providing services for further education, higher education, schools and other educational bodies to promote good practice and enhance and improve their procurement activities.
 - 3.1.2 advancing education and research in procurement provided that all the useful results of such research are published.
 - 3.2 to promote the education of learners in further education, higher education, schools and other educational bodies, including in particular (but without limitation) by assisting in the provision of facilities and the funding of projects for education in those bodies.
4. In furtherance of the above Objects but not further or for any other purpose the ~~Company~~Charity shall have the following powers ("**the Powers**"):
 - 4.1 to do all such things which in the opinion of the ~~b~~Board of ~~Trustees~~Director are in the best interests of the ~~Charity~~ompany, its members, its subscribers or other users of the ~~Company~~Charity's services or calculated directly or indirectly to enhance the value of or render more profitable any of the ~~Company~~Charity's property
 - 4.2 to borrow and raise money in such manner and on such security as the board of ~~director~~Trustees may think fit;
 - 4.3 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the ~~Company~~Charity to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the board of ~~director~~Trustees may think fit;

- 4.4 to lend and advance money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or Company subject to such conditions or consents as may from time to time be required or imposed by law;
- 4.5 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments;
- 4.6 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other Company;
- 4.7 to invest the moneys of the [CompanyCharity](#) not immediately required for the furtherance of its Objects in or upon such investments, securities or property as the board of [directorTrustees](#) may think fit, subject to such conditions and such consents as may for the time being be imposed or required by law;
- 4.8 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the board of [directorTrustees](#) may think necessary for the promotion of the [CompanyCharity](#)'s Objects;
- 4.9 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the [CompanyCharity](#) with a view to the furtherance of its Objects;
- 4.10 subject to **Article 5** to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the [CompanyCharity](#). The [CompanyCharity](#) may employ or remunerate a member of its board of [directorTrustees](#) (~~"director"~~) only to the extent it is permitted to do so by **Article 5** and provided it complies with the conditions in that clause;
- 4.11 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- 4.12 to purchase and maintain, for the benefit of any [directorTrustee](#), or officer of the [CompanyCharity](#), indemnity insurance to cover their liability:
- 4.12.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the [CompanyCharity](#); and/or
- 4.12.2 to make contributions to the assets of the [CompanyCharity](#) in accordance with the provisions of section 214 of the Insolvency Act 1986;

save that any such insurance in the case of **Article 4.12.1** shall not extend to any liability of a ~~director~~Trustee:

4.12.3 resulting from conduct which the ~~director~~Trustees knew, or must be assumed to have known, was not in the best interests of the ~~Company~~Charity, or where the ~~director~~Trustees did not care whether such conduct was in the best interests of the ~~Company~~Charity or not;

4.12.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the ~~director~~Trustees;

4.12.5 to pay a fine;

4.12.6 to make such a contribution where the basis of the ~~director~~Trustee's liability is his knowledge prior to the insolvent liquidation of that ~~Company~~Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the ~~Company~~Charity would avoid going into insolvent liquidation;

4.13 subject to the provisions of, and so far as may be permitted by, the Companies Act 2006, to fund the expenditure of every ~~director~~Trustee, ~~alternate director~~ or other officer of the ~~Company~~Charity incurred or to be incurred:

4.13.1 in defending any criminal or civil proceedings; or

4.13.2 in connection with any application under ~~sections 144(3)Part 16, 144(4) or 727section 115~~ of the Companies Act ~~2006~~1985.

4.14 to subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body formed for any of the purposes included in the Objects;

4.15 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated by the board of ~~director~~Trustees to further any of the Objects of the ~~Company~~Charity;

4.16 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other ~~Company~~ company formed for any of the Objects;

4.17 to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this ~~Company~~Charity is authorised to amalgamate;

4.18 to pay all or any expenses incurred in connection with the promotion, formation, incorporation and registration of the ~~Company~~Charity;

4.19 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the board of [directorTrustees](#) seem conducive to the attainment of the [CompanyCharity](#)'s Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the board of [directorTrustees](#) may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;

4.20 to do all such other lawful things as are necessary for the attainment of the above Objects or any of them;

and so that:

- (a) where the [CompanyCharity](#) shall take or hold any property which may be subject to any trusts, the [CompanyCharity](#) shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (b) none of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Objects or Powers or inference from the name of the [CompanyCharity](#);
- (c) none of the Objects therein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the [CompanyCharity](#) shall have full power to exercise each and every one of the Objects.

5.

5.1 The income and property of the [CompanyCharity](#) shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the [CompanyCharity](#), (unless to a member who is a charity) (save that a member who is not also a [directorTrustee](#) may receive benefit from the [CompanyCharity](#) in their capacity of beneficiary and/or receive reasonable and proper remuneration for any goods or services supplied to the [CompanyCharity](#)) and no [directorTrustee](#) shall be appointed to any office of the [CompanyCharity](#) paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the [CompanyCharity](#) PROVIDED THAT nothing herein shall prevent any payment by the [CompanyCharity](#) in the best interests of the [CompanyCharity](#) if the [directorTrustees](#) follow the procedure and observe the conditions set out in **Article 5.2** and if one of the following conditions applies:

- 5.1.1 the ~~director~~Trustees obtain the prior written approval of the Charity Commission;
- 5.1.2 the payment is of reasonable and proper remuneration to any member, officer or servant of the ~~Company~~Charity for any services rendered to the ~~Company~~Charity;
- 5.1.3 the payment is of interest on money lent by any member of the ~~Company~~Charity or of its board of ~~director~~Trustees at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the board of ~~director~~Trustees;
- 5.1.4 the payment is of reasonable and proper rent for premises demised or let by any member of the ~~Company~~Charity or of its ~~director~~Trustees;
- 5.1.5 the payment is of fees, remuneration or other benefit in money or money's worth to any ~~Company~~company of which ~~director~~Trustee may also be a member holding not more than 1% (one percent) of the capital of that ~~Company~~company;
- 5.1.6 the payment is to any ~~director~~Trustee of reasonable out-of-pocket expenses;
- 5.1.7 the payment is to any ~~director~~Trustee in their capacity of a beneficiary of the ~~Company~~Charity;
- 5.1.8 the payment is to a ~~director~~Trustee under a contract for the supply of goods or services to the ~~Company~~Charity, other than for acting as a ~~director~~Trustee;
- 5.1.9 the payment is of a premium in respect of any indemnity insurance to cover the liability of the ~~director~~Trustees which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the ~~Company~~Charity: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the ~~director~~Trustees knew, or must be assumed to have known, was not in the best interests of the ~~Company~~Charity, or where the ~~director~~Trustees did not care whether such conduct was in the best interests of the ~~Company~~Charity or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the ~~director~~Trustees.

5.2 The ~~Company~~Charity and its ~~director~~Trustees may only rely upon the authority provided by **Article**

5.1. if each of the following conditions is satisfied:

- 5.2.1 the remuneration or other sums paid to the ~~director~~Trustee do not exceed an amount that is reasonable in all the circumstances;
- 5.2.2 the ~~director~~Trustee is absent from the part of any meeting at which there is discussion of:
 - 5.2.2.1 ~~their~~his employment or remuneration, or any matter concerning the contract; or
 - 5.2.2.2 ~~their~~his performance in the employment, or ~~his or her~~their performance of the contract; or
 - 5.2.2.3 any proposal to enter into any other contract or arrangement with ~~him~~them or to confer any benefit upon ~~them~~him that would be permitted under **Article 5.3**; or
 - 5.2.2.4 any other matter relating to a payment or the conferring of any benefit permitted by **Article 5.3**;
- 5.2.3 the ~~director~~Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of ~~director~~Trustees is present at the meeting;
- 5.2.4 the other ~~director~~Trustees are satisfied that it is in the interests of the ~~Company~~Charity to employ or to conduct with that ~~director~~Trustee rather than with someone who is not a ~~director~~Trustee. In researching that decision the ~~director~~Trustees must balance the advantage of employing a ~~director~~Trustee against the disadvantages of doing so (especially the loss of the ~~director~~Trustee's services as a result of dealing with the ~~director~~Trustee's conflict of interest);
- 5.2.5 the reason for their decision is recorded by the ~~director~~Trustees in the minute book;
- 5.2.6 a majority of the ~~director~~Trustees then in office have received no such payments;
- 5.3 The employment or remuneration of a ~~director~~Trustee includes the engagement or remuneration of any firm or ~~Company~~company in which the ~~director~~Trustee is:
 - 5.3.1 a partner;
 - 5.3.2 an employee;
 - 5.3.3 a consultant;
 - 5.3.4 a ~~director~~Trustee; or

5.3.5 a shareholder, unless the shares of the [Company](#) are listed on a recognised stock exchange and the [Director/Trustee](#) holds less than 1% of the issued capital.

6. The liability of the members is limited.

7. Every member of the [Company/Charity](#) undertakes to contribute such amount as may be required not exceeding £1.00 to the [Company/Charity](#)'s assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the [Company/Charity](#)'s debts and liabilities contracted before ~~he~~^{they} 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.

8. If upon the winding up or dissolution of the [Company/Charity](#) there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the [Company/Charity](#), but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the [Company/Charity](#), and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the [Company/Charity](#) under or by virtue of **Article 5**, such institution or institutions to be determined by the members of the [Company/Charity](#) at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

9. **PRELIMINARY**

~~The regulations contained in Table A and Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles shall not apply to the [Company/Charity](#) and these Articles alone shall constitute the regulations of the [Company/Charity](#).—These Articles are to be interpreted without reference to the Model Articles which do not apply to the Charity.~~

10. **MEMBERS**

10.1 The subscriber to the ~~m~~Memorandum of ~~a~~Association of the [Company/Charity](#) and such other persons as are admitted to membership in accordance with these Articles shall be members of the [Company/Charity](#). No person shall be admitted as a member of the [Company/Charity](#) unless he or she is approved by the [Director/Trustees](#). Every person who wishes to become a member shall deliver to the [Company/Charity](#) an application for membership in such form as the [Director/Trustees](#) require to be executed by him or her agreeing to be bound by the ~~Memorandum of Association of the Company and~~ these Articles and on being so admitted his or her name shall be entered in the register of members of the [Company/Charity](#).

10.2 The ~~Director~~Trustees shall have an absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to assign any reason for their decision but nothing in these Articles shall entitle the ~~Director~~Trustees to discriminate in any way between applicants for membership by reason of race, colour, sex, creed, age or disability.

10.3 The ~~Director~~Trustees may establish classes of membership with different rights and obligations and shall record those rights and obligations in the register of members. The rights allotted to a class of membership may only be varied if:

10.3.1 three quarters of the members of that class consent in writing to the variation;

10.3.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

10.4 Subject to all moneys presently payable by ~~him or her~~them to the ~~Company~~Charity pursuant to any rules or bye-laws made by the ~~Director~~Trustees pursuant to **Article 32** or otherwise having been paid, a member may at any time resign from the ~~Company~~Charity by giving at least twenty one clear days' notice in writing to the ~~Company~~Charity provided that after such resignation the number of members remaining is not less than one.

10.5 Membership is not transferable and will terminate if the member:

10.5.1 dies or, if it is an organisation, ceases to exist; or

10.5.2 ~~he or she~~they becomes bankrupt or makes any arrangement or composition with ~~his or her~~their creditors generally.

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10.6 Membership shall terminate if all of the ~~Director~~Trustees of the ~~Company~~Charity resolve that it is in the best interests of the ~~Company~~Charity to terminate such membership.

~~10.6~~10.7 ~~The Trustees have established a c~~Category of s ~~[including CPC members]~~ non-voting members (called ("CPC members") who are not members of the ~~Company~~Charity for the purposes of the Companies Act 2006 and who ~~shall~~ therefore have no right to attend or vote at general meetings of the ~~Company~~Charity. The ~~Director~~Trustees may set out the rights and obligations of such non-voting members~~supporters~~.

11. GENERAL MEETINGS

11.1 The ~~Company~~Charity shall hold an annual general meeting ("AGM") in accordance with the Statutes in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. The ~~annual general meeting~~AGM shall be held at such time and place as the ~~Director~~Trustees shall appoint. All meetings other ~~than annual general meetings~~AGM shall be called general meetings.

- 11.2 The [Director/Trustees](#) may call general meetings at any time.
- 11.3 If at any time there are not within the United Kingdom sufficient [Director/Trustees](#) capable of acting to form a quorum, any [director/Trustee](#) or any two members of the [Company/Charity](#) may convene a general meeting (save that for so long as the [Company/Charity](#) only has one member, one member of the [Company/Charity](#) may convene a general meeting) in the same manner as nearly as possible as that in which meetings may be convened by the [Director/Trustees](#).

12. NOTICE OF GENERAL MEETINGS

- 12.1 An [annual general meeting-AGM](#) shall be called by at least [twentyone21](#) clear days' notice. All other meetings of the [Company/Charity](#) other than an [annual general meeting-AGM](#) shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.
- 12.2 All business shall be deemed special that is transacted at a general meeting, and also all that is transacted at an [annual general meeting-AGM](#), with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the [Director/Trustees](#) and auditors, the election of [Director/Trustees](#) in the place of those retiring and the appointment of, and the fixing of the remuneration, of the auditors.
- 12.3 Subject to the provisions of these Articles notice of and other communications relating to a general meeting shall be given to all members, to all [Director/Trustees](#) and to the auditors.
- 12.4 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307 of the Companies Act 2006.
- 12.5 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.
- 12.6 Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website.
- 12.7 The [Company/Charity](#) may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.

13. PROCEEDINGS AT GENERAL MEETINGS

- 13.1 No business shall be transacted at any general meeting unless a quorum of members is present. Two persons entitled to vote upon the business to be transacted, each being a member or a duly authorised representative of a

corporation shall be a quorum save that, if and for so long as the [CompanyCharity](#) has only one person as a member, one member present in person shall be a quorum. If within half an hour from the time appointed for the general meeting a quorum is not present the general meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the [DirectorTrustees](#) may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

- 13.2 The chairperson, if any, of the [DirectorTrustees](#) shall preside as chairperson at every general meeting of the [CompanyCharity](#), or if there is no such chairperson [then the vice-chairperson or if there is no vice-chairperson](#), or if ~~he or she either~~ shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the [DirectorTrustees](#) present shall elect one of their number to be chairperson of the meeting.
- 13.3 If at any meeting no [directorTrustee](#) is willing to act as chairperson or if no [directorTrustee](#) is present within 15 minutes after the time appointed for holding the general meeting, the members present shall choose one of their number to be chairperson of the meeting.
- 13.4 A [directorTrustee](#) shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.
- 13.5 The chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 13.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 13.7 A declaration by the chairperson that a resolution has been carried or 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 of the [CompanyCharity](#) shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

14. VOTES OF MEMBERS

14.1 On a show of hands every member (being an individual) present in person or (being a corporation) is present by a duly authorised representative shall have one vote.

14.2 No member shall be entitled to vote at any general meeting unless all moneys presently payable by him or her to the CompanyCharity pursuant to any rules or bye-laws made by the DirectorTrustees under **Article 32** or otherwise have been paid.

14.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

15. WRITTEN RESOLUTIONS

15.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

15.2 For the purposes of this **Article 15** "circulation date" is the day on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days.

16. NUMBER OF ~~DIRECTOR~~TRUSTEES

Unless otherwise determined by ordinary resolution ~~the number of directors shall not be subject to any maximum but shall not be less than two~~ there shall be at least three and not more than twelve Trustees.

17. NO ALTERNATE ~~DIRECTORS~~ DIRECTORS

A ~~director~~Trustee shall not be entitled to appoint an alternate ~~director~~director.

18. POWERS OF ~~DIRECTOR~~TRUSTEES

18.1 Subject to the provisions of the Statutes, ~~the Memorandum of Association of the Company and~~ these Articles and to any directions given by special resolution, the business of the CompanyCharity shall be managed by the DirectorTrustees who may exercise all the powers of the CompanyCharity. No alteration of ~~the Memorandum of Association or of~~ these Articles and no such direction shall invalidate any prior act of the DirectorTrustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this **Article 18.1** shall not be limited by any special power given to the DirectorTrustees by these Articles and a meeting of DirectorTrustees at which a quorum is present may exercise all powers exercisable by the DirectorTrustees.

~~11.2~~ 18.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the CompanyCharity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be,

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in such manner as the ~~Director~~Trustees shall from time to time by resolution determine provided that not less than two ~~Director~~Trustees shall be required to sign all cheques drawn against the ~~Company~~Charity.

~~11.3~~ 18.3A ~~director~~Trustee must absent himself or herself from any discussions of the ~~Director~~Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the ~~Company~~Charity and any personal interest (including but not limited to any personal financial interest).

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19. DELEGATION OF ~~DIRECTOR~~TRUSTEES' POWERS

19.1 The ~~Director~~Trustees may delegate any of their powers to any committee consisting of one or more ~~director~~Trustees and such other persons (if any) not being ~~Director~~Trustees co-opted on to such committee as the ~~Director~~Trustees think fit provided that the number of co-opted persons not being ~~director~~Trustees shall not exceed one half of the total number of members of such committee. Any such delegation may be made subject to any conditions the ~~Director~~Trustees may impose and may be collateral to their own powers and may be revoked or altered. Subject to any such conditions the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of ~~Director~~Trustees so far as they are capable of applying.

19.2 The Trustees may delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent in relation to such matters and on such terms and conditions (including, subject to Article 5, the payment of a salary) as they think fit.

19A TERMS OF OFFICE OF TRUSTEES

19A 1. All Trustees must be elected by the members in accordance with Article 20 and must meet the eligibility criteria set by the Trustees from time to time.

19A2. The following Trustees at the time of adoption of these Articles ("the 2025 Trustees") shall serve the following terms:

- i. Peter Kane – until conclusion of the 2028 AGM
- ii. Lawrence Jenkins – until conclusion of the 2027~~6~~ AGM
- iii. Fatima Benihem --until conclusion of the 2026 AGM
- iv. Simon Jacobs until conclusion of the 2027 AGM
- v. Aimee Williams until conclusion of the 2027 AGM
- vi. Lydia Sparrow until conclusion of the 2027 AGM
- vii. Katherine Jarvis until conclusion of the 2028 AGM
- viii. Rehman Noormohameds until conclusion of the 2028 AGM
- ix. Sapna Patel until conclusion of the 2028 AGM

19A3. Subsequent Trustees shall be elected by members in accordance with Article 20 and shall be elected for terms of three years from the conclusion of the AGM at which their election is announced and must resign at the conclusion of the AGM.

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nearest to the expiry of their term.

19A4. A retiring Trustee who remains eligible (including 2025 Trustees) may be re-elected for a maximum of three consecutive terms of office including their initial term after which they shall not be eligible for re-election as Trustee without first having served a period of out of office of at least three years.

19A5. The Trustees shall have the power to co-opt people, who need not be members, to be advisors to the Trustees but they shall not be Trustees or have rights to vote at a meeting of the Trustees.

20. **ELECTION APPOINTMENT AND RETIREMENT OF DIRECTOR TRUSTEES**

20.1 The election of Trustees by the members shall be conducted by way of ballot (which may be electronic) in accordance with any bye-laws or rules of the Charity in place from time to time.

20.2 Prior to any ballot:

20.2.1 The vacancies arising for Director Trustees must be openly advertised;

20.2.2 a committee of the Director Trustees shall consider the potential candidates and make a recommendation to the Director Trustees as to the candidates to be included on the ballot; and members must be provided with details of the candidates to be included on the ballot along with details of how to participate in the ballot.

20.3 If the number of candidates included on the ballot exceeds the number of vacancies on the board of Director Trustees at the date the ballot opens then those candidates who receive a greater number of votes of members in favour of their election than against their election and who in number are equal to the number of vacancies at the date the ballot opens shall be appointed Director Trustees with effect from the date that the declaration of the result of the ballot is made.

20.4 If the number of candidates included on the ballot is equal to or fewer than the number of vacancies on the board of Director Trustees at the date the ballot opens then such candidates who receive a greater number of votes of members in favour of their election than against their election shall be appointed Director Trustees with effect from the date that the declaration of the result of the ballot is made.

20.1.1

20.4.1

20.2 At the first annual general meeting of the Company Charity all the Director Trustees shall retire from office, and at every subsequent annual general meeting one third of the Director Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, then the number nearest to, but not exceeding one third, shall retire from office but if there is only one director Trustee who is subject to retirement by rotation, he or she shall retire.

20.3 Subject to the provisions of the Statutes, the Director Trustees to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed director Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

20.4 If the Company Charity, at the meeting at which a director Trustee retires by rotation, does not fill the vacancy, the retiring director Trustee shall, if willing to

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~~act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the directorTrustee is put to the meeting and lost.~~

~~20.5 No person other than a directorTrustee retiring by rotation shall be appointed or re-appointed a directorTrustee at any general meeting unless:~~

~~20.5.1 he or she is recommended by the DirectorTrustees; or~~

~~20.5.2 not less than 14 nor more than 21 clear days before the date appointed for the meeting, notice signed by a member qualified to vote at the meeting has been given to the CompanyCharity of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he or she were so appointed or re-appointed, be required to be included in the CompanyCharity's register of directorTrustees together with notice signed by that person of his or her willingness to be appointed or re-appointed.~~

~~20.6 Not less than 7 nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a directorTrustee retiring by rotation at the meeting) who is recommended by the DirectorTrustees for appointment or re-appointment as a directorTrustee at the meeting or in respect of whom notice has been duly given to the CompanyCharity of the intention to propose him or her at the meeting for appointment or re-appointment as a directorTrustee. The notice shall give the particulars of that person which would, if he or she were so appointed or re-appointed, be required to be included in the CompanyCharity's register of directorTrustees.~~

~~20.7 Subject as aforesaid, the CompanyCharity may by ordinary resolution appoint a person who is willing to be a directorTrustee either to fill a vacancy or as an additional directorTrustee and may also determine the rotation in which any additional directorTrustees are to retire.~~

~~20.8 The DirectorTrustees may appoint a person who is willing to act to be a directorTrustee either to fill a vacancy or as an additional directorTrustee provided that the appointment does not cause the number of directorTrustees to exceed any number fixed in accordance with these Articles as the maximum number of directorTrustees. A directorTrustee so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-appointment but shall not be taken into account in determining the directorTrustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.~~

~~20.9~~20.5 ~~Subject to the foregoing provisions of these Articles, a directorTrustee who retires at an annual general meeting may, if willing to act, be re-appointed. If he or she is not re-appointed, he or she shall retain office until the meeting appoints~~

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~~someone in his or her place, or if it does not do so, until the end of the meeting.~~

21. **DISQUALIFICATION AND REMOVAL OF ~~DIRECTOR~~TRUSTEES**

The office of a ~~director~~Trustee shall be vacated if:

21.1 he or she ceases to be a ~~director~~Trustee by virtue of any provision of the Statutes or these Articles or he or she becomes prohibited by law from being a ~~director~~company; or

~~21.2~~ he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

~~21.3~~ he or she is disqualified from acting as a charity trustee under the Charities Act, the Charities and Trustee Investment (Scotland) Act 2005, or Charities Act (Northern Ireland) 2008.

~~21.4~~ he or she is reasonable opinion of a majority of the Trustees, incapable, whether mentally or physically of managing their own affairs and is removed by a resolution of a majority of the other Trustees.

~~21.2~~

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~~21.3~~ he or she is, or may be, suffering from mental disorder and either:

~~21.3.1~~ he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or

~~21.3.2~~ an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or

~~21.4~~~~21.5~~ he or she resigns his or her office by notice to the ~~Company~~Charity; or

~~21.6~~ he or she shall for more than ~~two~~6 consecutive ~~meetings~~months have been absent without permission of the ~~Director~~Trustees from meetings of ~~Director~~Trustees held during that period and the ~~Director~~Trustees resolve that his or her office be vacated.

~~21.7~~ he or she is removed by a resolution passed by a majority of the other Trustees if that majority reasonable believe that the removal of the Trustee is in the best interests of the Charity.

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~~21.5~~~~21.8~~ Before passing resolution under Articles 21.4, 21.6 or 21.7 the other Trustees shall first invite the view of the Trustees concerned and have considered the matter in light of any such views.

22. **~~DIRECTOR~~TRUSTEES' APPOINTMENTS AND INTERESTS**

22.1 Subject to the provisions of the Statutes and provided that ~~he has~~ they have disclosed to the ~~Director~~ Trustees the nature and extent of any material interest of ~~his~~ theirs, a ~~director~~ Trustee notwithstanding ~~their~~ his office:

22.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company Charity or in which the Company Charity is in any way interested;

22.1.2 may hold any other office or employment with the Company Charity (other than the office of auditor)

22.1.3 may be a ~~director~~ director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company Charity or in which the Company Charity is in any way interested;

22.1.4 may, or any firm or company company of which ~~he is~~ they are a member or ~~director~~ director may, act in a professional capacity for the Company Charity or any body corporate in which the Company Charity is in any way interested;

22.1.5 shall not by reason of his office be accountable to the Company Charity for any benefit which ~~they~~ he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

22.1.6 save for a vote under section 175(4) of the Companies Act 2006 authorising any conflict of interest which the ~~director~~ Trustee or any other interested ~~director~~ Trustee may have or where the terms of authorisation of such conflict provide that the ~~director~~ Trustee may not vote in situations prescribed by the ~~Director~~ Trustees when granting such authorisation shall be entitled to vote on any resolution and (whether or not ~~he~~ or she shall vote) shall be counted in the quorum on any matter referred to in any of **Articles 22.1.1 to 22.1.4** (inclusive) or on any resolution which in any way concerns or relates to a matter in which ~~they have~~ he has, directly or indirectly, any kind of interest whatsoever and if ~~they~~ he shall vote on any resolution as aforesaid ~~their~~ his vote shall be counted.

22.2 For the purposes of **Article 22.1**:

22.2.1 a general notice to the ~~Director~~ Trustees that a ~~director~~ Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the

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~~directorTrustee~~ has an interest in any such transaction of the nature and extent so specified;

22.2.2 an interest of which a ~~directorTrustee~~ has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

22.2.3 an interest of a person who is for any purpose of the Statutes (excluding any statutory modification not in force when these Articles were adopted) connected with a ~~directorTrustee~~ shall be treated as an interest of the ~~directorTrustee~~, ~~and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.~~

23. DIRECTOR TRUSTEES' REMUNERATION

The ~~DirectorTrustees~~ shall not be paid any remuneration unless it is authorised by Article 5.

24. PROCEEDINGS OF THE DIRECTOR TRUSTEES

24.1 Subject to the provisions of these Articles, the ~~DirectorTrustees~~ may regulate their meetings, as they think fit. A ~~directorTrustee~~ may, and the secretary at the request of a ~~DirectorTrustee~~ shall, call a meeting of the ~~DirectorTrustees~~. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote. Notice of every meeting of the ~~directorTrustee~~ shall be given to each ~~directorTrustee~~, including ~~DirectorTrustees~~ who may for the time being be absent from the United Kingdom ~~and have given the Company an address within the United Kingdom for service.~~

24.2 Any ~~directorTrustee~~ may participate in a meeting of the ~~DirectorTrustees~~ or a committee constituted pursuant to **Article 19** of which he or she is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairperson of the meeting then is.

24.3 The quorum for the transaction of the business of the ~~directorTrustees~~ may be fixed by the ~~DirectorTrustees~~, and unless so fixed at any other number, shall be ~~threetwo~~.

24.4 Notwithstanding any vacancies in their number, the continuing ~~DirectorTrustees~~ or where there is only one, the sole continuing ~~directorTrustee~~, may continue to act but, if the number of ~~DirectorTrustees~~ is less than the number fixed as the quorum they (or in the case of a sole ~~directorTrustee~~ he or she), may act only for

the purpose of filling vacancies, or of calling a general meeting.

24.5 The chairperson and vice-chairperson

24.5.1 shall be appointed by the Trustees from among their number and the term of each office may commence and end at different times; and

24.5.2 shall be appointed for a maximum term of office of three years from the date of appointment.

24.5 A retiring chairperson or vice-chairperson who is eligible under Article 19A1 may be re-appointed as long as they remain appointed as a Trustee, and the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve as chairperson or vice-chairperson in which case, the retiring chairperson or vice-chairperson may be re-appointed for a further term of office not exceeding three years, or the remainder of term of office as a Trustee not whichever is the shorter. The vice-chairperson shall not automatically succeed an outgoing chairperson. The Directors may appoint one of their number to be the chairperson of the board of directors and may remove him or her from that office. Unless he or she is unwilling to do so, the director so appointed shall preside at every meeting of the Directors at which he or she is present. But, if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairperson of the meeting.

24.6 All acts done by any meeting of the ~~Director~~Trustees or of a committee constituted pursuant to **Article 19**, or by any person acting as a ~~director~~Trustee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any ~~director~~Trustee or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a ~~director~~Trustee and had been entitled to vote.

24.7 A resolution in writing, signed by all the ~~Director~~Trustees entitled to receive notice of a meeting of ~~director~~Trustees or of a committee constituted pursuant to **Article 19** shall be as valid and effectual as if it had been passed at a meeting of the ~~Director~~Trustees or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more ~~director~~Trustees or members of the committee (as the case may be).

24.8 If, and as a consequence of section 175(6) of the Companies Act 2006 a ~~director~~Trustee cannot vote or be counted in the quorum at a meeting of the ~~Director~~Trustees then the following provisions apply:

24.8.1 if the meeting is inquorate then the quorum for the purpose of that meeting shall be one;

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24.8.2 if notwithstanding **Article 24.8.1** the meeting is still inquorate then it must be adjourned to enable the members of the [CompanyCharity](#) to authorise any situation in which a [directorTrustee](#) has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the [CompanyCharity](#).

25. SECRETARY

- 25.1 Subject to the provisions of the Statutes, the secretary shall be appointed by the [DirectorTrustees](#) for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them; provided always that no [directorTrustee](#) may hold office as secretary where such office is remunerated.
- 25.2 A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a [directorTrustee](#) and the secretary shall not be satisfied by its being done by or to the same person acting both as [directorTrustee](#) and as, or in place of, the secretary.

26. MINUTES

The [DirectorTrustees](#) shall cause minutes to be made in books kept for the purposes:

- 26.1 of recording the names and addresses of all members; and
- 26.2 of all appointments of officers made by the [DirectorTrustees](#); and
- 26.3 of all proceedings at meetings of the [CompanyCharity](#) and of the [DirectorTrustees](#) and of committees constituted pursuant to **Article 19** including the names of [DirectorTrustees](#) and members (as appropriate) present at each such meeting.

27. THE SEAL

If the [CompanyCharity](#) has a seal it shall only be used with the authority of the [DirectorTrustees](#) or of a committee constituted pursuant to **Article 19** which is comprised entirely of [DirectorTrustees](#). The [DirectorTrustees](#) may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one [directorTrustee](#) whose signature shall be attested in the presence of a witness or by one [directorTrustee](#) and the secretary or by two [directorTrustees](#).

28. ACCOUNTS AND ANNUAL REPORT

- 28.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the [CompanyCharity](#) except as conferred by statute or authorised by the [directorTrustees](#) or by ordinary resolution of the [CompanyCharity](#).
- 28.2 The [DirectorTrustees](#) must prepare accounts and keep accounting records as required by the Statutes.

28.3 The [Director/Trustees](#) shall comply with the requirements of the Statutes with regard to statement of accounts, preparation of an annual report, preparation of an annual return.

29. NOTICES

29.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the [Director/Trustees](#)) shall be in writing and shall be sent to an address for the time being notified for that purpose to the person giving the notice.

29.2 The [Company/Charity](#) may give any notice to a member either personally or by sending it by first class post in a prepaid envelope addressed to the member at ~~their~~his registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the [Company/Charity](#) by the member. A member who gives to the [Company/Charity](#) an address either within or outside the United Kingdom at which notices may be given to him, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the [Company/Charity](#).

29.3 A member present in person, at any meeting of the [Company/Charity](#) shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

29.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the ~~Institute of Chartered Secretaries and Administrators~~Chartered Governance Institute UK and Ireland shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of 24 hours after the time it was sent.

29.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the [Company/Charity](#) is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the [Company/Charity](#) shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

30. WINDING UP

Article 8 relating to the winding up and dissolution of the [Company/Charity](#) shall have effect as if the provisions thereof were repeated in these Articles.

31. INDEMNITIES FOR ~~DI~~RECTOR~~TR~~USTEES

Subject to the provisions of, and so far as may be permitted by the Statutes but without prejudice to any indemnity to which the person concerned may be otherwise entitled, the [CompanyCharity](#) may indemnify every ~~director~~Trustee, auditor, or other officer of the [CompanyCharity](#) shall be entitled to be indemnified out of the assets of the [CompanyCharity](#) against all costs, charges, losses, expenses and liabilities incurred by ~~him~~them in the execution and discharge of ~~his or her~~their duties or the exercise of ~~his or her~~their powers or otherwise in relation to or in connection with ~~his or her~~their duties, powers or office, including any liability which may attach to ~~him or her~~them in respect of any negligence, default, breach of duty or breach of trust in relation to anything done by ~~him or her~~them as a ~~director~~Trustee, auditor or other officer of the [CompanyCharity](#).

32. RULES OR BYE-LAWS

32.1 The ~~Director~~Trustees may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the [CompanyCharity](#) and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye-laws regulate:

32.1.1 the admission and classification of members of the [CompanyCharity](#), and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;

32.1.2 the conduct of members of the [CompanyCharity](#) in relation to one another, and to the [CompanyCharity](#)'s servants;

32.1.3 the setting aside of the whole or any part or parts of the [CompanyCharity](#)'s premises at any particular time or times or for any particular purpose or purposes;

32.1.4 the procedure at general meetings and meetings of the ~~Director~~Trustees and committees constituted pursuant to **Article 19** in so far as such procedure is not regulated by these Articles;

32.1.5 and, generally, all such matters as are commonly the subject matter of such rules,

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in ~~the Memorandum of Association of the Company or~~ these Articles,

32.2 The [CompanyCharity](#) shall have power to alter or repeal the rules or bye-laws referred to in **Article 32.1** and to make additions thereto. The ~~Director~~Trustees shall adopt such means as they deem sufficient to bring to the notice of members

all such rules or bye-laws made pursuant to this **Article 32** which, so long as they shall be in force, shall be binding on all members.

33. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

- 33.1 Where the Statutes permit the [CompanyCharity](#) to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the [CompanyCharity](#) complies with the requirements of the Statutes.
- 33.2 Subject to any requirement of the Statutes only such documents and notices as are specified by the [CompanyCharity](#) may be sent to the [CompanyCharity](#) in electronic form to the address specified by the [CompanyCharity](#) for that purpose and such documents or notices sent to the [CompanyCharity](#) are sufficiently authenticated if the identity of the sender is confirmed in the way the [CompanyCharity](#) has specified.

DEFINITIONS AND INTERPRETATION – Article 34

In these Articles the following expressions have the following meanings unless inconsistent with the context:

"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"Charities Act"	Charities Act 2011
"CompanyCharity"	the companycompany intended to be regulated by these Articles
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Companies Act 1985"	the Companies Act 1985 (as amended from time to time)
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
"DirectorTrustees"	the directorcompany directors for the time being of the CompanyCharity or (as the context shall require) any of them acting as the board of charity Directortrustees of the Charity (" charity trustee " having the meaning prescribed by section 177 of the Charities Act)

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"electronic address" any address or number used for the purposes of sending or receiving documents or information by electronic means

"electronic form" and "electronic means" have the meaning given in section 1168 of the Companies Act 2006

"executed" includes any mode of execution

"hard copy form" has the meaning given in section 1168 of the Companies Act 2006

"Model Articles" [the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies \(Model Articles\) Regulations 2008 \(S1 2008/3229\)](#)

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"members" and membership" [refer to the company members of the Charity pursuant to the Companies Act 2006](#)

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"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006

"office" the registered office of the [Company/Charity](#)

"seal" the common seal of the [Company/Charity](#) (if any)

"secretary" the secretary of the [Company/Charity](#) or any other person appointed to perform the duties of the secretary of the [Company/Charity](#), including joint, assistant or deputy secretary

"special resolution" has the meaning given in section 283 of the Companies Act 2006

"the Statutes" the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the [Company/Charity](#)

"United Kingdom" Great Britain and Northern Ireland.

"in writing" hard copy form or to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes) electronic form or website communication

33.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory

modification thereof not in force when these Articles become binding on the [CompanyCharity](#).

- 33.4 References to any Statute or statutory provision in these Articles include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.
- 33.5 Where the word "**address**" appears in these Articles it is deemed to include postal address and electronic address and "**registered address**" shall be construed accordingly.