

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

of

ASSYNT COMMUNITY ASSOCIATION

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**1. NAME**

The name of the Company is ASSYNT COMMUNITY ASSOCIATION ("**the Charity**").

**2. REGISTERED OFFICE**

The registered office of the Charity is to be in Scotland.

**3. OBJECTS**

The objects of the Charity ("**the Objects**") are the promotion of regeneration for the public benefit in and around Assynt in particular by:

- 3.1 the advancement of education;
- 3.2 the advancement of citizenship or community development;
- 3.3 the advancement of the arts, heritage, culture or science;
- 3.4 the advancement of public participation in sport;
- 3.5 the provision of recreational facilities, or the organisation of recreational activities, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended;
- 3.6 the advancement of environmental protection or improvement; and
- 3.7 the relief of those in need by reason of age, ill-health, disability, financial hardship or other disadvantage

**4. POWERS**

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

- 4.1 to promote or carry out research;
- 4.2 to provide advice;
- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
- 4.4 to publish or distribute information;

- 4.5 to co-operate with other bodies;
- 4.6 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.7 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.8 to raise funds (but not by means of **taxable trading**);
- 4.9 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.10 to borrow money and give security for loans;
- 4.11 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.12 to let or dispose of or turn to account property of any kind;
- 4.13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.14 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.16 to make grants or loans of money and to give guarantees;
- 4.17 to set aside funds for special purposes or as reserves against future expenditure;
- 4.18 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.19 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **financial expert**, unless the **Director** reasonably concludes that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.20 to delegate the management of investments to a financial expert, but only on terms that:
  - (a) require the financial expert to comply with any investment policy (and any revision of that policy) set down in writing for the financial expert by the Directors;
  - (b) require the financial expert to report every transaction to the Directors;
  - (c) require the financial expert to review the performance of the investments with the Directors regularly
  - (d) entitle the Directors to cancel the delegation arrangement at any time;
  - (e) require the investment policy and the delegation arrangement to be reviewed with the Directors at least once a year;
  - (f) require all payments to the financial expert to be on a scale or at a level which is agreed in

advance and to be notified promptly to the Directors on receipt;

- (g) prohibit the financial expert from doing anything outside the powers of the Directors;
- 4.21 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Directors or by a financial expert acting under the instructions of the Directors) and to pay any reasonable fee required;
- 4.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.23 to insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as **charity trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.24 subject to Article 8, to employ paid or unpaid agents, staff or advisers;
- 4.25 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers, employees and workers, their widows and children;
- 4.26 to enter into contracts to provide services to or on behalf of other bodies
- 4.27 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Directors are similar to the purposes of the Charity either alone or as amalgamated
- 4.28 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.29 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.30 to do anything else within the law which promotes or helps to promote the Objects.

## **5. THE DIRECTORS**

- 5.1 The Directors as charity trustees have control of the Charity and its property and funds.
- 5.2 There shall be no maximum number of directors and the minimum number of directors shall be three, all of whom must be **members**.
- 5.3 The subscribers to the Memorandum are the first Directors of the Charity.
- 5.4 Any person who is willing to act as a Director of the Charity and is permitted to be so appointed by the law and **the Articles**, may be appointed to be a Director:
  - (a) by Ordinary Resolution of the members; or
  - (b) by a decision of the Directors.
- 5.5 One third (or the number nearest one third) of the Directors must retire at the first meeting of the Directors in each calendar year, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 5.6 Any retiring Director who remains qualified may be re-appointed, provided that no Director may be re-appointed under this Article for more than three consecutive terms of office.
- 5.7 A Director's term of office automatically terminates if he or she:

- (a) is disqualified under the 2005 Act from acting as a charity trustee or in any other circumstances under which OSCR requires his or her removal from office;
- (b) is incapable, whether mentally or physically, of managing his or her own affairs;
- (c) is absent from four consecutive meetings of the Directors;
- (d) ceases to be a member (but such a person may be reinstated by resolution passed by all the other Directors on resuming membership of the Charity before the next general meeting);
- (e) resigns by **written** notice to the Directors (but only if at least two Directors will remain in office); or
- (f) is removed by resolution passed by at least 50% of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.

5.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## 6. PROCEEDINGS OF DIRECTORS

6.1 The Directors must hold at least two meetings each year.

6.2 A quorum at a meeting of the Directors is three Directors.

6.3 Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the Secretary (if there is one) to give such notice.

6.4 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.

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

6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution circulated to all the Directors and approved by a simple majority of them is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

6.7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Director has one vote on each issue.

6.8 Whenever a Director has a **personal interest** in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must:

- (a) declare an interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter.

6.9 If a conflict of interests arises for a Director because of a duty or loyalty owed to another organisation

or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Directors may authorise such a conflict of interests provided that:

- (a) the procedure in Article 6.8 is followed;
- (b) the unconflicted Directors consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances applying; and
- (c) the terms of section 66 of the 2005 Act are not thereby contravened.

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

## **7. POWERS OF DIRECTORS**

7.1 The Directors have the following powers in the administration of the Charity:

- (a) to appoint (and remove) any individual (who may be a Director) to act as Secretary to the Charity;
- (b) to appoint a Chairman, Treasurer and other honorary officers from among their number;
- (c) to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors);
- (d) to make Standing Orders consistent with the Memorandum, these Articles and the **Companies Acts** to govern proceedings at general meetings;
- (e) to make Rules consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees;
- (f) to make Regulations consistent with the Memorandum, these Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- (g) to establish procedures to assist the resolution of disputes within the Charity;
- (h) to exercise any powers of the Charity which are not reserved to a general meeting.

7.2 If the Directors shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Directors for the purposes of admitting persons as Directors filling up vacancies in their body or summoning a general meeting but not for any other purpose.

## **8. BENEFITS TO MEMBERS AND DIRECTORS**

8.1 Subject always to Article 8.4, the property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but

- (a) members who are not Directors may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
- (b) members (including Directors) may be paid interest at a reasonable rate on money lent to the Charity;
- (c) members (including Directors) may be paid a reasonable rent or hiring fee for property let or

- hired to the Charity;
- (d) individual members and Directors who are beneficiaries may receive charitable benefits in that capacity;
- 8.2 Subject always to Article 8.4, a Director must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
- (a) as mentioned in Articles 4.23, 8.1(b), 8.1(c), 8.1(d) or 8.3;
  - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - (c) an indemnity in respect of any liabilities **Properly Incurred** in running the Charity or otherwise against any **Relevant Liability**;
  - (d) payment to any company in which a Director has no more than a 1% shareholding;
  - (e) in exceptional cases, other payments or benefits
- 8.3 Subject always to Article 8.4, any Director (or any **person connected to a Director** whose remuneration might result in a Director obtaining a material benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
- (a) the goods or services are actually required by the Charity;
  - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.8;
  - (c) in any financial year, no more than one half of the Directors are subject to such a contract (or have a person connected to them who is subject to such a contract).
- 8.4 Nothing in Articles 8.1, 8.2 or 8.3 permits a Director or any person connected to a Director to receive remuneration in contravention of section 67 of the 2005 Act.

## 9. MEMBERSHIP

- 9.1 The Charity must maintain a register of members in accordance with the Companies Acts.
- 9.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
- (a) applies to the Charity in the form required by the Directors;
  - (b) is approved by the Directors; and
  - (c) signs the register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an **authorised representative**.
- 9.3 The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 9.4 Membership is terminated if the member concerned:
- (a) gives written notice of resignation to the Charity;
  - (b) dies or (in the case of an organisation) ceases to exist;
  - (c) is more than six **months** in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or

- (d) is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice).

9.5 Membership of the Charity is not transferable.

## **10. GENERAL MEETINGS**

- 10.1 Members are entitled to attend general meetings personally or by proxy or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 10.2 There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least three or 10% of the members if greater.
- 10.3 The Chairman or (if the Chairman is unable or unwilling to do so) a member elected by those present presides at a general meeting.
- 10.4 A general meeting may be called at any time by the Directors.
- 10.5 A general meeting may be called on a written request to the Directors from at least 10% of the members or, if more than twelve months have passed since the Charity last held a general meeting, from 5% of the members.
- 10.6 On receipt of a written request made pursuant to Article 10.5, the Directors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting
- 10.7 In addition and without prejudice to the provisions of the Companies Acts the Charity may by Ordinary Resolution remove any Director before the expiration of his period of office and may by Ordinary Resolution appoint another suitably qualified person in his stead.

## **11. APPOINTMENT OF PROXIES**

- 11.1 Proxies may only be validly appointed by a notice in writing which:
  - (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by the member appointing the proxy or is authenticated in such manner as the Directors may determine;
  - (d) is delivered to the Charity in accordance with Article 15.8;
  - (e) is received by the Charity at least 48 hours before the meeting to which it relates.
- 11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 11.3 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.

11.4 Unless a proxy notice indicates otherwise, it should be treated as:

- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
- (b) 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.

11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.8, a notice given by or on behalf of the member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

## **12. VOTING AT GENERAL MEETINGS**

12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.

12.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.

12.3 Subject to Article 12.4, every member present in person or by proxy or through an authorised representative) has one vote on each issue.

12.4 A person who has been appointed as proxy for more than one member has only one vote on a show of hands.

12.5 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

12.6 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) any Director;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person representing at least 10% of the total voting rights of all the members present at the meeting and having the right to vote on the resolution.

12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

12.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **13. WRITTEN RESOLUTIONS**

13.1 Subject to Article 13.4, a resolution in writing agreed by the Appropriate Majority of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

- (a) a copy of the proposed resolution has been sent to every eligible member; and

- (b) the Appropriate Majority of members have signified their agreement to the resolution in an **authenticated document** which has been received at the registered office within the period of 28 days from the circulation date.
- 13.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 13.3 In Article 13.1, the "Appropriate Majority" is:
- (a) in the case of an Ordinary Resolution, a simple majority of the members;
  - (b) in the case of a Special Resolution, 75% or more of the members.
- 13.4 Any resolution that may be passed validly at a general meeting of the Trust may be passed as a written resolution except:
- (a) a resolution to remove a Director before his period of office expires; and
  - (b) a resolution to remove an auditor before his period of office expires.
- 13.5 Subject to Article 13.4, a written resolution is passed when:
- (a) in the case of an Ordinary Resolution, a simple majority of the members have signified their agreement to it; and
  - (b) in the case of a Special Resolution, at least 75% of the members have signified their agreement to it.

#### **14. RECORDS & ACCOUNTS**

- 14.1 The Directors must comply with the requirements of the Companies Acts and of the 2005 Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and OSCR of:
- (a) annual reports;
  - (b) annual returns; and
  - (c) annual statements of account.
- 14.2 The Directors must keep proper records of:
- (a) all resolutions of members passed otherwise than at a general meeting;
  - (b) all proceedings at general meetings;
  - (c) all proceedings at meetings of the Directors;
  - (d) all reports of committees; and
  - (e) all professional advice obtained.
- 14.3 The records referred to in Articles 14.2(a), 14.2(b) and 14.2(c) must be kept for 10 years from the date of the resolution, general meeting or Directors' meeting, as relevant.
- 14.4 Accounting records relating to the Charity must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.
- 14.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Director or member, free of charge. A copy of either document must also be supplied

within two months to any other person who makes a written request for it and pays the Charity's reasonable costs.

## **15. COMMUNICATION WITH MEMBERS**

15.1 The Charity may validly send or supply any document (including any notice) or information to a member:

- (a) by delivering it by hand to the address recorded for the member in the register of members;
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members;
- (c) by fax to a fax number notified by the member in writing;
- (d) by electronic mail to an email address notified by the member in writing; or
- (e) by means of a website the address of which has been notified to the member in writing;

in accordance with this Article 15.

15.2 The Charity may only send a document or information to a member by electronic mail:

- (a) where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- (b) to the address specified for that purpose by the member.

15.3 The Charity may send a document or information to a member via a website if the member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity communicating with him in that manner, provided that:

- (a) the request stated clearly what the effect of failure to respond would be;
- (b) when the request is sent to the member, at least 12 months have passed since the Charity last requested the member to agree to receive the same or a similar type of document or information via a website;
- (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
- (d) the Charity complies with the requirements of Articles 15.4 and 15.5

15.4 When sending information or a document via a website, the Charity must notify each intended recipient of:

- (a) the presence of the document or information on the website;
- (b) the address of the website;
- (c) the place on the website where it may be accessed; and
- (d) how to access the document or information.

15.5 Where information or a document is sent to members via a website in accordance with this Article, the document or information must remain on the website:

- (a) in the case of notice of a general meeting, until after the general meeting has ended; and
- (b) in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 15.4.

- 15.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - (b) two clear days after being sent by first class post to the relevant address;
  - (c) three clear days after being sent by second class or overseas post to the relevant address;
  - (d) on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with Article 15.4);
  - (e) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or if earlier
  - (f) as soon as the member acknowledges actual receipt.
- 15.7 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 15.8 Members may validly send any notice or document to the Charity:
- (a) by post to
    - (i) the Charity's registered office; or
    - (ii) any other address specified by the Charity for such purposes;
  - (b) to any fax number or email address provided by the Charity for such purposes.

## **16. GUARANTEE**

- 16.1 The liability of members is limited.
- 16.2 Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

## **17. DISSOLUTION**

- 17.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
  - (b) directly for the Objects or charitable purposes within or similar to the Objects;
  - (c) in such other manner consistent with charitable status as OSCR approves in writing in advance.

## **18. EXCLUSION OF THE MODEL ARTICLES**

The relevant model articles are excluded in their entirety from having any application to the Company.

## **19. INTERPRETATION**

- 19.1 In the Articles:

"the Articles"	means these articles of association;
"authenticated document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Charity has no reason to doubt the truth of that statement);
"authorised representative"	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles;
"Chairman"	means the chairman of the Directors;
"a charitable purpose"	means a purpose which is charitable in terms of the 2005 Act and which is also considered charitable in terms of the Taxes Acts, and the term "charitable" shall be construed accordingly;
"the Charity"	means the company governed by these Articles;
"the 2005 Act"	means the Charities and Trustee Investment (Scotland) Act 2005;
"charity trustee"	has the meaning prescribed by section 106 of the 2005 Act;
"clear days"	means the 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;
"the Companies Acts"	means the Companies Acts 1985, 1989 and 2006 to the extent that they are for the time being in force;
"financial expert"	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
"material benefit"	means a benefit which may or may not be

"member" and "membership"	financial but which has a monetary value; refer to membership of the Charity;
"month"	means calendar month;
"the Objects"	means the Objects of the Charity as defined in Article 3 of the Articles;
"OSCR"	means the Office of the Scottish Charity Regulator;
"person connected to a Director"	means (a) a child, parent, grandchild, grandparent, brother or sister of a Director; (b) the spouse or civil partner of a Director or the spouse or civil partner of anyone falling within paragraph (a) or any person with whom the Director is living as husband and wife or, where the Director and the other person are of the same sex, in an equivalent relationship; (c) a Scottish partnership in which one or more of the partners is a Director or a person falling within paragraph (a) or (b); (d) an institution which is controlled by a Director or by any person falling within paragraphs (a) (b) (c) or (d) (or which is controlled by any two or more such persons when taken together); or (e) a body corporate in which a Director or any person within paragraphs (a) to (d) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
"personal interest"	does not include (a) an interest held only in a fiduciary capacity (e.g. as a Director of another charity); or (b) an interest in purchasing Director indemnity insurance
"Properly Incurred"	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;
"Relevant Liability"	means a liability incurred by a Director (acting in that capacity) towards a third party, other than liability (a) to pay a criminal fine; (b) to pay a sum to a regulatory authority

regarding non-compliance with a regulatory duty (however arising);

- (c) for defending criminal proceedings in which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Director towards the Charity;

"taxable trading"

means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

"Director"

means a director of the Charity and "Directors" means all of the directors;

"written" or "in writing"

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

"year"

means calendar year.

19.2 Expressions defined in the Companies Acts and the 2005 Act have the same meaning in the Memorandum and these Articles.

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