

Companies Acts 1985 to 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF
KHALSA CENTRE GURDWARA**

1 NAME

The name of the company is Khalsa Centre Gurdwara (the “**Charity**”).

2 REGISTERED OFFICE

The registered office of the Charity is at 95 Upper Tooting Road, London SW17 7TW.

3 OBJECTS

3.1 The Objects of the Charity are:

3.1.1 to advance the Sikh religion in Tooting, London and the surrounding area for the benefit of the public in accordance with the teachings of the Ten Gurus as incorporated in the Guru Granth Sahib;

3.1.2 to advance the education of the Sikh community in Tooting, London and the surrounding area; and

3.1.3 to provide recreation and leisure-time facilities in the interests of social welfare with the object of improving their conditions of life for those members of the Sikh community who have need of such facilities by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances.

3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

4.1.1 to preach and promote the Sikh religion, to establish and maintain a Gurdwara or Gurdwaras, to conduct services, education programmes and observances based on the tenets and doctrines of the teachings of the Ten Gurus as incorporated in the Guru Granth Sahib and to establish and maintain religious schools of instruction for children, young people and adults;

4.1.2 to encourage the provision of social and recreational activities for and by children and young people;

4.1.3 to encourage participation by Members in the provision of recreational and education classes;

4.1.4 to provide advice or information;

- 4.1.5 to carry out research and to publish and distribute the useful results;
- 4.1.6 to co-operate with other bodies;
- 4.1.7 to support, administer or set up other charities and to act as trustee of any charity whether established by the Charity or otherwise;
- 4.1.8 to accept gifts and to raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution;
- 4.1.9 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 4.1.10 to acquire or hire property of any kind;
- 4.1.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.1.12 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.1.13 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.14 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.1.15 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) timely reports of all transactions are provided to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (g) the financial expert must not do anything outside the powers of the Charity;
- 4.1.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.1.17 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.1.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.19 subject to Article 8.3, to employ paid or unpaid agents, staff or advisers;
- 4.1.20 to enter into contracts to provide services to or on behalf of other bodies;

- 4.1.21 to establish or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
 - 4.1.22 to pay the costs of forming the Charity; and
 - 4.1.23 to do anything else within the law which promotes, helps to promote or is incidental to the promotion of the Objects.
- 4.2 For the avoidance of doubt, neither the Trustees, the Members nor any person visiting a Gurdwara operated by the Charity may use the stage in the Darbar Sahib (“prayer hall”) of the Gurdwara for any purpose other than a religious and ceremonial purpose.

5 THE TRUSTEES

- 5.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 5.2 The first Trustees are also subscribers to the Memorandum. Subsequent Trustees are elected by the Members following receipt of a recommendation from the Trustees in accordance with Article 7.8, or are co-opted by the Trustees.
- 5.3 The Trustees shall consist of at least seven and not more than nine individuals, four of whom shall be elected by the Members to hold the offices of President, Vice-President, Honorary Treasurer and Honorary Secretary.
- 5.4 The election of Trustees shall take place at the AGM in accordance with the provisions of Article 11.12.
- 5.5 An individual may not act as a Trustee unless he or she:
- 5.5.1 supports the Objects;
 - 5.5.2 is a Member and has held Membership of the Charity continuously throughout the period of one year ending on the day prior to the date of the AGM at which he or she stands to be elected;
 - 5.5.3 is over the age of 18; and
 - 5.5.4 has signed a written declaration of willingness to act as a Member and as a charity trustee of the Charity.
- 5.6 Without prejudice to Article 5.5, an individual may not act as a Trustee if:
- 5.6.1 he or she is a charity trustee of any other Sikh religious institution or Gurdwara in the United Kingdom. For the avoidance of doubt, the prohibition set out in this Article 5.6.1 does not apply to an individual who holds the office of a holding or custodian trustee of such institution or Gurdwara, where the terms “holding trustee” and “custodian trustee” mean an individual who holds legal title to property of a charity and who can only act on the lawful instructions of the charity trustees of such charity and in accordance with any provisions contained in its governing document; or
 - 5.6.2 his or her appointment would result in more than two members of a family being Trustees of the Charity at the same time. For the purpose of this Article 5.6.2, an individual’s family consists of his or her spouse, children, parents, step-children and siblings (whether step, half or full sibling).
- 5.7 Subject to Article 5.10, a Trustee appointed by the Members shall hold office for a term of up to three years from the date of his or her appointment.
- 5.8 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

- 5.9 Subject to Article 5.10, a retiring Trustee who is eligible under Article 5.5 may be reappointed.
- 5.10 A Trustee may serve a maximum of three terms, of up to three years per term. A Trustee who has completed three continuous terms of service as a Trustee will not be eligible to be re-appointed as a Trustee until one year after his retirement at an AGM. In this Article 'year' means the period between one AGM and the next.
- 5.11 A Trustee's term of office as such automatically terminates if:
- 5.11.1 he or she dies;
 - 5.11.2 he or she ceases to follow the teachings of the Ten Gurus as incorporated in the Guru Granth Sahib;
 - 5.11.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 5.11.4 he or she is disqualified under the Charities Act from acting as a charity trustee;
 - 5.11.5 he or she is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 5.11.6 he or she ceases to be a Member;
 - 5.11.7 he or she resigns by written notice to the Trustees (but only if at least three Trustees will remain in office); or
 - 5.11.8 he or she is removed by the Members at a general meeting called on special notice under the Companies Act, after the meeting has invited the views of the Trustee concerned and considered the matter in light of any such views.
- 5.12 The Trustees may at any time co-opt any individual who is eligible under Article 5.5 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 5.3) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 5.13 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6 TRUSTEES' PROCEEDINGS

- 6.1 The Trustees must hold at least four meetings each year and may meet more frequently if required.
- 6.2 The President may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 6.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 6.4 A quorum at a meeting of the Trustees is five Trustees, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 8.5.
- 6.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 6.6 The President or (if the President is unable or unwilling to do so) some other Trustee chosen by the President presides at each meeting. If the President does not choose a trustee to preside over a meeting in his absence, the Trustee present who has been longest in office shall preside at meetings.

- 6.7 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing or in electronic form agreed by a 75% majority of the Trustees, or a committee of them, entitled to receive notice of a meeting and to vote upon the resolution (other than any Conflicted Trustee who has not been authorised to participate in discussions or vote under Article 8.5) is as valid and effectual as a resolution passed at a meeting duly convened and held, provided that:
- 6.7.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
- 6.7.2 a 75% majority of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- 6.8 A resolution in writing may comprise several documents containing the text of the resolution in like form, to each of which one or more Trustees has signified their agreement.
- 6.9 Every Trustee has one vote on each issue but, in case of equality of votes, the person appointed under Article 6.6 to preside at the meeting has a second or casting vote.
- 6.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7 TRUSTEES' POWERS

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

- 7.1 to appoint (and remove) any person (who may be a Trustee) to act as company secretary in accordance with the Companies Act;
- 7.2 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 7.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- 7.4 to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings;
- 7.5 to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 7.6 to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);
- 7.7 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 7.8 to establish procedures for the selection, recruitment and training of Trustees and to recommend to the Members candidates for appointment as Trustees of the Charity; and
- 7.9 to exercise any powers of the Charity which are not reserved to the Members.

8 BENEFITS AND CONFLICTS

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,

Subject to compliance with Article 8.4:

- 8.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - 8.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 8.1.3 Individual Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 8.2.1 as mentioned in Articles 8.1 or 8.3;
 - 8.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 8.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
 - 8.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 8.2.5 payment to any company in which a Trustee or a Connected Person has no more than a one percent shareholding; or
 - 8.2.6 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Companies Act, to the approval or affirmation of the Members).
- 8.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.2.6, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act (stating the maximum benefit to be paid), to supply goods or services in return for a payment or other material benefit but only if:
- 8.3.1 the goods or services are actually required by the Charity and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 8.3.2 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 8.4; and
 - 8.3.3 less than one half of the Trustees are subject to such a contract in any financial year.
- 8.4 Subject to Clause 8.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 8.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 8.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 8.4.3 not be counted in the quorum for that part of the meeting; and
 - 8.4.4 be absent during the vote and have no vote on the matter.
- 8.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- 8.5.1 continue to participate in discussions leading to the making of a decision and to vote;
or
 - 8.5.2 disclose to a third party information confidential to the Charity; or
 - 8.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
 - 8.5.4 refrain from taking any step required to remove the conflict.
- 8.6 This provision may be amended by special resolution but, where the result would be to authorise a benefit to a Trustee, Member or Connected Person who was not previously authorised under the Articles, only with the prior written consent of the Commission.
- 8.7 A Conflicted Trustee who obtains (other than through his position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 8.4 and then withholds such confidential information from the Charity.

9 RECORDS AND ACCOUNTS

- 9.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 9.1.1 annual returns;
 - 9.1.2 annual reports; and
 - 9.1.3 annual statements of account.
- 9.2 The Trustees must also keep records of:
- 9.2.1 all proceedings at meetings of the Trustees;
 - 9.2.2 all resolutions in writing;
 - 9.2.3 all reports of committees; and
 - 9.2.4 all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

10 MEMBERSHIP

- 10.1 The Charity must maintain a register of Members.
- 10.2 The first Trustees are also subscribers to the Memorandum and, as such, are the first Members.
- 10.3 The members of the Khalsa Centre (registered charity number 289347) as at the date of incorporation of the Charity shall automatically become Members of the Charity.
- 10.4 Membership is open to any person who:
- 10.4.1 is interested in furthering the Objects;

- 10.4.2 follows the teachings of the Ten Gurus as incorporated in the Guru Granth Sahib;
 - 10.4.3 adheres to the spirit of the Rehat Maryada Code of Conduct issued by the Shromani Gurdwara Parbandhak Committee, to the extent practicable;
 - 10.4.4 lives within an eight mile radius of the Charity's registered office;
 - 10.4.5 is a British citizen or has a right to reside in the United Kingdom;
 - 10.4.6 is approved by the Trustees; and
 - 10.4.7 signs a declaration of willingness to act as a Member.
- 10.5 The form and procedure for applying for Membership, and the amount of subscription and other fees or payments to be paid by Members (save that the spouse of a Member, male Members over 65 years of age and female Members over 60 years of age shall not be required to pay subscription fees), is to be prescribed by the Trustees.
- 10.6 For the avoidance of doubt, all individuals who wish to renew their Membership of the Charity, including those referred to in Article 10.3, shall be required to meet the criteria set out in Article 10.4.
- 10.7 Membership is not transferable.
- 10.8 Membership is terminated if the Member concerned:
- 10.8.1 gives written notice of resignation to the Charity;
 - 10.8.2 dies;
 - 10.8.3 is 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
 - 10.8.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after dealing with the Member in accordance with Charity's procedures for dealing with discipline, which procedure shall include notifying the Member in writing and considering the matter in light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice).
- 10.9 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations. For the avoidance of doubt, an individual who visits a Gurdwara operated by the Charity is not a Member of the Charity unless he/she has been admitted to Membership in accordance with Article 10.5.

11 **GENERAL MEETINGS**

- 11.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity up to 48 hours before the commencement of the meeting). Individuals who are not Members may not attend general meetings either in person or by proxy.
- 11.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution, provided that a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at a meeting of all the Members.

- 11.3 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from Members, who in aggregate represent at least 5% of all the Members having a right to vote at general meetings.
- 11.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is one fifth of the total Membership. If no quorum is present within 30 minutes of the time set for the general meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes of the time set for the meeting, the Members present in person shall constitute a quorum.
- 11.5 The President shall act as chair of a general meeting. If the President is unwilling or unable to act as chair then the Trustees present in person shall elect a chair for the meeting from among their number, provided that the chair of the meeting must be a Member in their own right.
- 11.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 11.7 Only those individuals who have held Membership of the Charity continuously throughout the period of six months ending on the day prior to the date of a general meeting may vote on issues discussed at a general meeting. Every Member who has held Membership of the Charity continuously for this period and who is present in person or by proxy has one vote on each issue.
- 11.8 Except where otherwise provided by the Articles or the Companies Act:
- 11.8.1 a special written resolution, signed by Members representing not less than 75% of the total voting rights of the Members entitled to vote, shall be as valid and effective as if it had been passed at a meeting of Members duly convened and held; and
- 11.8.2 an ordinary written resolution, signed by Members representing a simple majority of the total voting rights of the Members entitled to vote, shall be as valid and effective as if it had been passed at a meeting of the Members duly convened and held.
- 11.9 A proposed written resolution will lapse if it is not passed within 28 days of the date it is circulated to the Members entitled to vote. Written resolutions may consist of several documents in the same form, each signed by one or more Members.
- 11.10 Except at first, the Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 11.11 Members must annually at the AGM:
- 11.11.1 receive the accounts of the Charity for the previous financial year;
- 11.11.2 receive a written report on the Charity's activities;
- 11.11.3 be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- 11.11.4 elect by ballot Trustees to fill the vacancies arising, which shall include election of Trustees to hold the offices of President, Vice-President, Honorary Treasurer and Honorary Secretary; and
- 11.11.5 appoint reporting accountants or auditors for the Charity.

For the avoidance of doubt, only those individuals who have held Membership of the Charity continuously throughout the period of six months ending on the day prior to the date of an AGM may vote on the matters referred to in Articles 11.11.1 to 11.11.5.

- 11.12 At least 6 weeks prior to the AGM the Trustees shall seek from the Members nominations to replace those Trustees who are retiring by virtue of Articles 5.7 to 5.10 and in doing so shall:
- 11.12.1 encourage members to nominate individuals from a range of ages and both genders who have the skills and qualifications to act as Trustees; and
 - 11.12.2 ensure that such nominations (accompanied by such information about the candidates for election as the Trustees so decide) are circulated to the Members with the notice calling the AGM.
- 11.13 Members may also from time to time:
- 11.13.1 confer on any individual (with his or her consent) the honorary title of Patron of the Charity; and
 - 11.13.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.14 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or by written resolution.

12 **LIMITED LIABILITY**

The liability of Members is limited.

13 **GUARANTEE**

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

- 13.1 payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Member;
- 13.2 payment of the costs, charges and expenses of winding up; and
- 13.3 the adjustment of rights of contributors among themselves.

14 **COMMUNICATIONS**

- 14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 14.1.1 by hand;
 - 14.1.2 by post;
 - 14.1.3 by suitable electronic means; or
 - 14.1.4 through publication in the Charity's newsletter or on the Charity's website.
- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.
- 14.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:
- 14.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
 - 14.3.2 two clear days after being sent by first class post to that address;
 - 14.3.3 three clear days after being sent by second class or overseas post to that address;
 - 14.3.4 immediately on being handed to the recipient personally; or; if earlier
 - 14.3.5 as soon as the recipient acknowledges actual receipt.

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

15 **EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

16 **INDEMNITY**

16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

16.2 In this Article, "Trustee" means any Trustee or former Trustee of the Charity.

16.3 The Charity may indemnify an auditor against any liability incurred by him or her:

16.3.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her favour or he or she is acquitted; or

16.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her by the Court.

17 **DISSOLUTION**

17.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

17.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

17.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

18 **INTERPRETATION**

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

‘AGM’ means an annual general meeting of the Charity;

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

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

‘the Charities Act’ means the Charities Acts 1992 to 2011;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of

	the meeting or other event;
‘the Commission’	means the Charity Commission for England and Wales or any body which replaces it;
‘the Companies Act’	means the Companies Acts 1985 to 2006;
‘Conflicted Trustee’	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
‘Connected Person’	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he or she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than one per cent. of the voting rights;
‘constitution’	means the Memorandum and the Articles and any special resolutions relating to them;
‘custodian’	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
‘electronic means’	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
‘financial expert’	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
‘financial year’	means the Charity’s financial year;
‘firm’	includes a limited liability partnership;
‘indemnity insurance’	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
‘material benefit’	means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' 'Membership'	and	refer to membership of the Charity under the Companies Act;
'Memorandum'		means the Charity's Memorandum of Association;
'month'		means calendar month;
'nominee company'		means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
'the Objects'		means the Objects of the Charity as defined in Article 3;
'ordinary resolution'		means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
'President'		means the Trustee who has been appointed by the Trustees to be President of the Charity;
'resolution in writing'		means a written resolution of the Trustees;
'special resolution'		means a resolution agreed by a 75% majority of the Members present and voting at a general meeting, provided that the text of the special resolution has been included in the notice of the general meeting, or in the case of a written resolution by Members who together hold 75% of the voting power;
'taxable trading'		means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
'Trustee'		means a director of the Charity and 'Trustees' means the directors;
'written' or 'in writing'		refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
'written resolution'		refers to an ordinary or a special resolution which is in writing; and
'year'		means calendar year.
18.2		Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
18.3		References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.