

Registered Company Number: 08334622

Registered Charity Number:[1151733

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION

of

LINCOLN DIOCESAN BOARD OF EDUCATION

Incorporated 18 December 2012

Articles amended by special resolution on 2022

Effective 1 March 2022

1. Objects

- 1.1 The **Objects** of the **Board** are: to promote or assist in the promotion of education for the public benefit in the **Diocese**.¹
- 1.2 The **Objects** shall be carried out in accordance with the doctrines and principles of the Church of England.

2. Powers

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

- 2.1 to hold land and other property on trust and to act as **custodian** trustee and (if duly authorised) as a trust corporation;
- 2.2 to undertake the functions of the **Diocesan Board of Education** for the **Diocese** in accordance with the provisions of the **Measure** and of any legislation amending, supplementing or replacing the same;
- 2.3 to provide advice or information;

¹ Words displayed in **bold** are defined in Article 15 (Interpretation)

- 2.4 to carry out research;
- 2.5 to co-operate with other bodies;
- 2.6 to support, administer or set up other charities;
- 2.7 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.8 to borrow money;
- 2.9 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.10 to acquire or hire property of any kind;
- 2.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act** and the **Education Acts**);
- 2.12 to make grants or loans of money and to give guarantees;
- 2.13 to set aside funds for special purposes or as reserves against future expenditure;
- 2.14 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);
- 2.15 to delegate the management of investments to a **financial expert**, but only on terms that:
 - (1) the investment policy is set down **in writing** for the **financial expert** by the **Trustees**;
 - (2) timely reports of all transactions are provided to the **Trustees**;
 - (3) the performance of the investments is reviewed regularly with the **Trustees**;
 - (4) the **Trustees** are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a **year**;
 - (6) all payments due to the **financial expert** are on a scale or at a level which is agreed in advance and are notified promptly to the **Trustees** on receipt; and
 - (7) the **financial expert** must not do anything outside the powers of the **Board**;
- 2.16 to arrange for investments or other property of the **Board** to be held in the name of a **nominee company** acting under the direction of the **Trustees** or controlled by a **financial expert** acting under their instructions, and to pay any reasonable fee required;
- 2.17 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;

- 2.18 to insure the property of the **Board** against any foreseeable risk and take out other insurance policies to protect the **Board** when required;
- 2.19 to pay for **indemnity insurance** for the **Trustees**;
- 2.20 subject to **Article 6.3**, to employ paid or unpaid agents, staff or advisers;
- 2.21 to enter into contracts to provide services to or on behalf of other bodies;
- 2.22 to establish or acquire subsidiary companies to assist or act as agents for the **Board**;
- 2.23 to pay the costs of forming the **Board**; and
- 2.24 to do anything else within the law which promotes or helps to promote the **Objects**.

3. The Trustees

- 3.1 The **Trustees** as directors and as **charity trustees** have control of the **Board** and its property and funds.
- 3.2 The subscribers to the **Memorandum** and the existing members of the unincorporated Lincoln Diocesan Board of Education (being the first **Members**) are also the first **Trustees**. All subsequent **Members** are also **Trustees**.
- 3.3 The **Trustees** when complete consist of at least 11 and not more than 20 persons, who being individuals are over the age of 18, all of whom must support the **Objects**.
- 3.4 A **Trustee** may not act as a **Trustee** unless:
 - (i) he/she is a **Member**; and
 - (ii) has signed a written declaration of willingness to act as a **charity trustee**.
- 3.5 A **Trustee**'s term of office as such automatically terminates if he or she:
 - (1) ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
 - (2) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions) or is removed as a charity trustee by the Charity Commission;
 - (3) ceases to be a **Member**.
 - (4) in the written opinion, given to the **Board**, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a **Trustee** and may remain so for more than three months;
 - (5) resigns as a **Trustee** by notice to the **Board** (but only if at least six Trustees will remain in office when the notice of resignation is to take effect); or

- 6) is absent without the permission of the **Trustees** from all their meetings held within a period of six consecutive months and the **Trustees** resolve that his or her office be vacated.
- 3.6 A technical defect in the appointment of a **Trustee** of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.

4. **Trustees' proceedings**

- 4.1 The **Trustees** must hold at least three meetings each **year** and an additional meeting shall be held if at any time eight or more **Members** make a request **in writing** to the **Chairman** for the holding of such a meeting.
- 4.2 A quorum is present at a meeting of the **Trustees** if more than half of the Trustees are present, including at least two elected **Members**.
- 4.3 A meeting of the **Trustees** may be held either in person or by suitable **electronic means** agreed by the **Trustees** in which all participants may simultaneously communicate with all the other participants but at least one meeting in each **year** must be held in person.
- 4.4 The **Chairman** or (if the **Chairman** is unable or unwilling to do so) some other **Trustee** chosen by the **Trustees** present presides at each meeting.
- 4.5 Except where otherwise provided by these **Articles** or the **Companies Act**, a **written resolution** (whether an **ordinary** or a **special resolution**) is as valid as an equivalent resolution passed at a general meeting. For this purpose the **written resolution** may be set out in more than one document.
- 4.6 Every **Trustee** has one vote on each issue but, in case of equality of votes, the **Chairman** of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.

5. **Trustees' powers**

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

- 5.1 to appoint a **Treasurer** and other honorary officers (but not **Chairman** and **Secretary**) from among their number;
- 5.2 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**;
- 5.3 to make standing orders consistent with the **Measure**, the **Memorandum**, the **Articles** and the **Companies Act** to govern proceedings at general meetings;

- 5.4 to make rules consistent with the **Measure**, the **Memorandum**, the **Articles** and the **Companies Act** to govern their proceedings and proceedings of committees;
- 5.5 to make regulations consistent with the **Measure**, the **Memorandum**, the **Articles** and the **Companies Act** to govern the administration of the **Board** and the use of its seal (if any);
- 5.6 to establish procedures to assist the resolution of disputes or differences within the **Board**; and
- 5.7 to exercise in their capacity as **Trustees** any powers of the **Board** which are not reserved to them in their capacity as **Members**.

6. **Benefits and Conflicts**

- 6.1 The property and funds of the **Board** must be used only for promoting the **Objects** and do not belong to the **Members** but, subject to compliance with **Article 6.4**:
 - (1) **Members** (being **Trustees**) and **Connected Persons** may be paid interest at a reasonable rate on money lent to the **Board**;
 - (2) **Members** (being **Trustees**) and **Connected Persons** may be paid a reasonable rent or hiring fee for property let or hired to the **Board**; and
 - (3) Individual **Members** (being **Trustees**) and **Connected Persons** may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A **Trustee** must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the **Board** except:
 - (1) as mentioned in **Articles 6.1** or **6.3**;
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the **Board**;
 - (3) the benefit of **indemnity insurance** as permitted by the **Charities Act**;
 - (4) an indemnity in respect of any liabilities properly incurred in running the **Board** (including the costs of a successful defence to criminal proceedings);
or
 - (5) in exceptional cases, other payments or benefits (but only with the written consent of the **Commission** in advance and where required by the **Companies Act** the approval or affirmation of the **Members**).
- 6.3 No **Trustee** or **Connected Person** may be employed by the **Board** except in accordance with **Article 6.2(5)**, but any **Trustee** or **Connected Person** may enter into a written contract with the **Board**, as permitted by the **Charities Act**, to supply goods or services in return for a payment or other **material benefit** but only if:

- (1) the goods or services are actually required by the **Board**, and the **Trustees** decide that it is in the best interests of the **Board** to enter into such a contract; and
- (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 6.4**; and
- (3) fewer than one third of the **Trustees** are subject to such a contract in any **financial year**.

6.4 Subject to **Article 6.5**, any **Trustee** who becomes a **Conflicted Trustee** in relation to any matter must:

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

6.5 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 **Board** to do so, may by resolution passed in the absence of the **Conflicted Trustee** authorise the **Conflicted Trustee**, notwithstanding any conflict of interest or duty which has arisen or may arise for the **Conflicted Trustee**, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote; or
- (2) disclose to a third party information confidential to the **Board**; or
- (3) take any other action not otherwise authorised which does not involve the receipt by the **Conflicted Trustee** or a **Connected Person** of any payment or **material benefit** from the **Board**; or
- (4) refrain from taking any step required to remove the conflict.

6.6 A conflict of loyalty which would or might arise as a result of a Member also being a director of the Diocesan Board of Finance and/or a member of the Diocesan Synod is authorised PROVIDED THAT the conflict relates only to a duty of loyalty owed to the Board of Finance and/or Diocesan Synod and does not involve a direct or indirect benefit of any nature to the Member or a Connected Person AND the Member in question declares the conflict.

6.7 This **Article 6** may be amended by **special resolution** but, where the result would be to permit any **material benefit** to a **Trustee** or **Connected Person**, only with the prior **written** consent of the **Commission**.

7. Records and Accounts

7.1 The **Trustees** must comply with the requirements of the **Companies Act** and of the **Charities Act** as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of information required by law including:

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

7.2 The **Trustees** must also keep records of:

- (1) all proceedings at meetings of the **Trustees**;
- (2) all **written resolutions**;
- (3) all reports of committees; and
- (4) all professional advice obtained.

7.3 Accounting records relating to the **Board** must be made available for inspection by any **Trustee** at any time during normal office hours.

7.4 A copy of the **Board'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 **Board's** reasonable costs.

8. Membership

8.1 The **Board** must maintain a register of **Members**.

8.2 For the avoidance of doubt:

- (a) the subscribers to the **Memorandum** are the first **Members**; and
- (b) the existing members of the unincorporated Board of Education shall also be the first **Members** and will continue as such for the remainder of their existing terms of office.

8.3 The **Members** of the **Board** shall comprise the following:

- (1) the **Bishop**;
- (2) at least one but not more than five people appointed by the **Bishop**;

- (3) not fewer than 5 or more than 8 persons elected (by a simple majority of votes) by the **Diocesan Synod** of the **Diocese**; and
- (4) not fewer than four or more than six persons co-opted by the **Board**;
- 8.4 In making an appointment or co-option or selecting candidates for election, regard must be had by the appointing, co-opting or selecting body to the desirability of securing that a variety of relevant skills is available among the **Members**.
- 8.5 Where the **Bishop** appoints a **Member**, he or she shall give written notice of the appointment to the Diocesan Director of Education and the appointment shall take effect on the date specified in the notice or (if there is no date specified in the notice) on the date on which the Director of Education receives the notice. The appointment shall end on the date specified in the notice (whether by way of a date, or a term of years, or the person ceasing to hold an office or appointment) or (if there is no date specified in the notice) at the end of a term of three years. Subject to Article 8.11, if the number of appointed **Members** falls below the minimum the **Bishop** shall appoint at least one **Member**.
- 8.6 In 2021/22, elected **Members** will be elected to begin to hold office upon the coming into operation of the first scheme made by **Diocesan Synod** under the Measure. In subsequent years, the election of the elected **Members** of the **Board** shall take place every three **years** in the same **year** as, but after, the election of members to the **Diocesan Synod**. Elected **Members** shall begin to hold office on 1st January next following their election.
- 8.7 Each election of the elected **Members** is to be conducted in the manner determined by the **Diocesan Synod** in accordance with its standing orders. Before holding an election, the **Diocesan Synod** shall specify by resolution the timetable and date of the election; the manner in which it is to be conducted and the period to be served by each person who is elected (which period must not exceed three years).
- 8.8 Any casual vacancy among the elected **Members** (which expression includes the case where insufficient candidates have been nominated to fill the places available) shall be filled in such manner as may be determined by the **Diocesan Synod**. Subject to Article 8.11, if the number of elected **Members** falls below the minimum **Diocesan Synod** shall hold an election in accordance with Article 8.7 so that the number of elected **Members** is equal to or greater than the minimum.
- 8.9 After 2022, all elected **Members** shall cease to hold office on the 1st January on which the newly elected **Members** begin to hold office, except that a **Member** shall be eligible for re-election or re-appointment on the termination of any period of office.
- 8.10 A Co-opted **Member** is to be co-opted by majority vote of the other **Members** and shall serve such term of office as is specified in the resolution co-opting the **Member** and, if no such term is specified, shall serve a term of three years from the date of the co-option resolution. Subject to Article 8.11, if the number of co-opted **Members** falls below the minimum the **Members** shall co-opt sufficient co-opted **Members** to bring the number of co-opted members up to or exceeding the minimum.

- 8.11 A person appointed elected or co-opted to fill a casual vacancy holds office only for the unexpired part of the term of office of the **Member** they are replacing. Where the unexpired part of the term of office in question is less than six months, the vacancy need not be filled as a casual vacancy, even though as a result the number of **Members** of the relevant type would be less than the minimum for that period not exceeding six months.
- 8.12 A person who is in receipt of any remuneration as an officer or member of the staff of the **Board** shall not be eligible for **Membership** of the **Board**. Any person who is not eligible to be a Trustee (or whose Trusteeship would automatically end under these Articles) is not eligible to be a Member.
- 8.13 A Member who has served 3 consecutive terms of office after the adoption of these articles is not eligible to be appointed, elected or co-opted as a Member until at least 3 years have passed since the Member last ceased to hold office as a Member.
- 8.14 Every **Member** shall sign the register of **Members** or consent **in writing** to become a **Member**.
- 8.15 **Membership** is terminated if the **Member** concerned:
- (1) gives written notice of resignation to the **Director of Education** and the **Diocesan Secretary** and the resignation takes effect on the date specified in the notice or (if there is no date specified in the notice) the date on which the Director of Education receives the notice ;
 - (2) dies; or
 - (3) ceases to be eligible for **Membership**
 - (4) **ceases to be a Trustee; or**
 - (5) is removed by resolution passed by 75% of **Members** present and voting at a meeting of the **Board** on the grounds that the membership of the **Member** concerned is (or is likely to be) damaging to the reputation of the charity, or otherwise detrimental to the smooth running of the charity and/or the furtherance of the charity's purposes.
- 8.16 A **Member** who is suspended by the charity Commission from acting as a charity trustee of the **Board** is, for the period of that suspension, suspended as a Member and Trustee of the **Board**.
- 8.17 **Membership** of the **Board** is not transferable.

9. Chairman and Secretary

- 9.1 The **Bishop** shall be the **Chairman** except that, if he does not desire to be **Chairman**, the **Members** after consultation with the **Bishop**, shall appoint some other **Member** to be **Chairman** and the person so appointed shall be an ex-officio member of the **Diocesan Synod** in accordance with the **Measure**.

9.2 The **Secretary** (being the Diocesan Director of Education) shall be appointed by the **Bishop**.

10. General Meetings

10.1 **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 **Secretary** before the commencement of the meeting).

10.2 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) at least 28 **clear days'** **written** notice setting out the terms of the proposed **special resolution**.

10.3 There is a quorum at a general meeting if at least half of the **Members** are present, of whom at least two are elected **Members**.

10.4 The **Chairman** presides at a general meeting or if the **Chairman** is unable or unwilling to do so some other **Member** is elected by the **Members** present in person or by proxy in his/her personal capacity as a **Member** and not as proxy for another **Member** to do so.

10.5 Except where otherwise provided by these **Articles** or the **Companies Act**, every issue is to be decided by **ordinary resolution**.

10.6 Every **Member** present in person or by proxy shall have one vote on each issue.

10.7 Except where otherwise provided by these **Articles** or the **Companies Act**, a **written resolution** (whether an **ordinary** or a **special resolution**) is as valid as an equivalent resolution passed at a general meeting. For this purpose the **written resolution** may be set out in more than one document.

10.8 The **Board** must hold an **AGM** in every **year**. The first **AGM** must be held within 18 **months** of the **Board's** incorporation.

10.9 **Members** (being **Trustees**) must annually at the **AGM**:

- (1) receive the accounts of the **Board** for the previous **financial year**;
- (2) receive a written report on the **Board's** activities;
- (3) appoint reporting accountants or auditors for the **Board**,

and may:

- (4) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the **Board**; and
- (5) discuss and determine any issues of policy or deal with any other business put before them by the **Trustees**.

- 10.10 A general meeting may be called by the **Trustees** at any time and must be called within 21 **clear days** on a **written request** to the **Chairman** from at least eight **Members**.
- 10.11 A meeting of the **Members** may be held either in person or by suitable **electronic means** agreed by the **Members** in which all participants may simultaneously communicate with all the other participants.
- 10.12 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 a **Written Resolution**.

11. **Limited Liability**

The liability of **Members** is limited.

12. **Guarantee**

Every **Member** promises, if the **Board** is dissolved while he/she remains a **Member** or within one **year** after he/she ceases to be a **Member**, to pay up to £10 towards:

- 12.1 payment of those debts and liabilities of the **Board** incurred before he/she ceased to be a **Member**;
- 12.2 payment of the costs, charges and expenses of winding up; and
- 12.3 the adjustment of rights of contributors among themselves.

13. **Communications**

13.1 Notices and other documents to be served on **Members** or **Trustees** under the **Articles** or the **Companies Act** may be served:

- (1) by hand;
 - (2) by post;
 - (3) by suitable **electronic means**; or
 - (4) through publication in the **Board's** newsletter or on the **Board's** website.
- 13.2 The only address at which a **Member** is entitled to receive notices sent by post is an address in the UK shown in the register of **Members**.
- 13.3 Any notice given in accordance with these **Articles** is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by **electronic means**, posted on the **Board's** website or delivered by hand to the relevant address;
 - (2) two **clear days** after being sent by first class post to that address;
 - (3) three **clear days** after being sent by second class or overseas post to that address;
 - (4) immediately on being handed to the recipient personally;
- or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

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

14. Dissolution

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

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the **Objects**;
- (2) directly for the **Objects** or for charitable purposes which are within or similar to the **Objects**; or
- (3) in such other manner consistent with charitable status as the **Commission** approves **in writing** in advance.

14.2 If the **Board** is dissolved, a final report and statement of account must be sent to the **Commission**.

15. Interpretation

15.1 These **Articles** are to be interpreted without reference to the model articles under the **Companies Act**, which do not apply to the **Board**.

15.2 In these **Articles**, unless the context indicates another meaning:

‘**AGM**’ means an annual general meeting of the Board;

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

‘**Bishop**’ means the Bishop of Lincoln;

‘**Board**’ means the company governed by the **Articles**;

‘**Chairman**’ means the chairman of the **Board**;

‘**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;

‘**Commission**’ means the Charity Commission for England and Wales or any body which replaces it;

‘**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 **Board**, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the **Board**;

‘**Connected Person**’ means, in relation to a **Trustee**, a person with whom the **Trustee** shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any **material benefit** received by that person, being either a member of the **Trustee’s** family or household or a person or body who is a business associate of the **Trustee**, and (for the avoidance of doubt) does not include a company with which the **Trustee’s** only connection is an interest consisting of no more than 1% of the voting rights;

‘**constitution**’ means the **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;

‘**Diocese**’ means the Diocese of Lincoln;

‘**Diocesan Board of Education**’ means that body constituted under the **Measure** for the relevant diocese and any successor body;

‘**Diocesan Synod**’ means the diocesan synod of the **Diocese**;

‘**Education Acts**’ means the Education Acts 1962 to 2010;

‘**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 **Board’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;

‘**Measure**’ means the Diocesan Boards of Education Measure 2021 (as amended);

‘**Member**’ and ‘**Membership**’ refer to company membership of the **Board**;

‘**Memorandum**’ means the **Board’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;

‘**ordinary resolution**’ means a resolution agreed by a simple majority of the **Members** present and voting at a general meeting;

‘**Objects**’ means the objects of the **Board** as defined in **Article 1**;

‘**Secretary**’ means the company secretary of the **Board**;

‘**special resolution**’ means a resolution passed by a majority of not less than 75% of the **Members** present and voting at a general meeting;

‘**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 **Board** 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 resolution** or a **special resolution** which is made **in writing** and in accordance with the provisions of the Companies Acts; and

‘**year**’ means calendar year.

15.5 Expressions not otherwise defined which are defined in the **Companies Act** shall have the same meaning.

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