

CHELMSFORD DBF ARTICLES – DRAFT 7

Company number 00137029
Charity number 249505

COMPANIES ACT 2006
A COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
THE CHELMSFORD DIOCESAN BOARD OF FINANCE

ADOPTED ON [●] 2018

Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF
THE CHELMSFORD DIOCESAN BOARD OF FINANCE

1. **NAME**

The name of the Charity is the Chelmsford Diocesan Board of Finance.

2. **LIMITED LIABILITY**

The liability of Members is limited.

3. **GUARANTEE**

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 £1 towards the costs of dissolution and the liabilities incurred by the Charity while he, she or it was a Member.

4. **OBJECTS**

The Objects are for the public benefit to assist and promote the work of the Church of England in the Diocese, and any other diocese which shall at any time be formed, wholly or in part out of the Diocese, either with or without the addition of any part or parts of other dioceses.

5. **POWERS**

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

Function

5.1 To serve as the financial governance body of the Church in the Diocese, to perform, work and transact business in connection with the Church and Diocese and to act as the Diocesan Parsonages Board;

Funds

5.2 To raise funds (but not by means of Taxable Trading);

5.3 From time to time to determine or assist in determining the manner in which the several deaneries and parishes or any other relevant body within the Diocese should contribute funds to the Charity;

5.4 To make grants or loans of money and to give guarantees;

Investments and reserves

5.5 To set aside funds for special purposes or as reserves against future expenditure;

5.6 To deposit or invest in 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);

5.7 To delegate the management of investments to a Financial Expert, but only on terms that:

5.7.1 the investment policy is set down in writing for the Financial Expert by the Trustees;

5.7.2 every transaction is reported regularly to the Trustees;

5.7.3 the performance of the investments is reviewed regularly with the Trustees;

5.7.4 the Trustees are entitled to cancel the delegation arrangement at any time;

5.7.5 the investment policy and the delegation arrangement are reviewed at least once a year;

5.7.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Trustees on receipt; and

5.7.7 the Financial Expert must not do anything outside the powers of the Trustees;

Joint Working

5.8 To co-operate with other bodies, including (but not limited to) the National Institutions, other Church dioceses, churches of any denomination and Christian charities (whether Church charities or otherwise);

5.9 To support, administer or set up other charities;

5.10 To establish or acquire subsidiary companies to assist or act as agents for the Charity;

5.11 To acquire or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;

Agents, staff and advisers

- 5.12 Subject to article 14, to employ paid or unpaid agents, staff or advisers;
- 5.13 Subject to article 14, to provide for the maintenance of the clergy and other persons connected with the ministry or work of the Church;
- 5.14 Subject to article 14, to make provision for any person who is or has been in the employment of the Charity or connected with the ministry or work of the Church and their husband, wife, civil partner, widow, widower, surviving civil partner, children and/or dependants, including (but not limited to) the payment of wages, pensions and other support and the endowment (temporary or permanent) of benefices;
- 5.15 Subject to article 14, to train (or pay for the training of) clergy, ordinands, lay ministers, candidates for lay ministry, lay workers and other paid or unpaid agents or staff;

Property

- 5.16 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 5.17 To hold real and personal property for purposes connected with the Church;
- 5.18 To buy, take on lease or exchange, or otherwise acquire or hire property of any kind;
- 5.19 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 5.20 To build, maintain, restore, renew, improve, alter, enlarge and repair property of any kind;
- 5.21 To acquire, hold and administer advowsons;
- 5.22 To arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 5.23 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required;

Education

- 5.24 To advance religious education, including by (but not limited to):
 - 5.24.1 acquiring buildings, sites for building, land and other assets for Church schools and colleges;

- 5.24.2 equipping, improving and repairing Church schools and colleges;
- 5.24.3 managing Church schools and colleges;
- 5.24.4 founding scholarships; and
- 5.24.5 co-operating and working with educational authorities.

Insurance

- 5.25 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.26 To purchase and maintain at the expense of the Charity Indemnity Insurance for the benefit of any Trustee or former Trustee in respect of any loss or liability of the Trustees which by virtue of any rule of law has been or may be incurred by them in respect of any negligence, default, breach of trust or breach of duty of which he or she may be guilty in connection with that Trustee's duties or powers in relation to the Charity;
- 5.27 Any Indemnity Insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and any such Indemnity Insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Directors of the Charity;

General

- 5.28 To enter into contracts to provide services to or on behalf of other bodies;
- 5.29 To promote or carry out research;
- 5.30 To provide advice;
- 5.31 To print, publish, sell, give away and/or distribute information, books, pamphlets and other literature;
- 5.32 To promote or oppose or to join in promoting or opposing legislative and other measures affecting or likely to affect any of the objects or work of the Charity or any body of persons the aid or benefit of which is within the objects of the Charity;
- 5.33 To act as executor and/or trustee, either alone or jointly with any other person or persons; and
- 5.34 To do anything else within the law which promotes or helps to promote the Objects or which the Diocesan Synod of the Diocese deems necessary or expedient in the interests of the Diocese.

6. MEMBERS

6.1 The membership of the Charity shall not exceed 270 persons.

6.2 The Diocesan Bishop shall be a Member of the Charity *ex officio*

6.3 The following shall be Members of the Charity:

6.3.1 all those persons elected by the deanery synods of the Diocese from time to time as members of Diocesan Synod or the General Synod of the Church of England;

6.3.2 all those persons nominated or co-opted from time-to-time as members of Diocesan Synod; and

6.3.3 the other *ex-officio* members of Diocesan Synod (who shall be deemed to be nominated Members of the Charity unless the Diocesan Bishop determines to the contrary in respect of any particular person)

who have agreed to become Members of the Charity and who are otherwise qualified in accordance with the Articles.

6.4 Persons who become Members under this article shall sign either:

6.4.1 a written consent to membership; or

6.4.2 the register of members of the charity.

6.5 The register of members of the Charity shall be kept by the Diocesan Secretary, which list shall contain such particulars as may from time to time be required by the Companies Acts.

6.6 Membership of the Charity is not transferable

7. TERMINATION OF MEMBERSHIP

7.1 Membership is terminated if:

7.1.1 the Member ceases to be a member of Diocesan Synod;

7.1.2 the Member dies or, if it is an organisation, ceases to exist;

7.1.3 the Member resigns by written notice to the charity unless, after the resignation, there would be less than two members in which event any such purported resignation shall be ineffective;

7.1.4 the Member is removed from Membership by a resolution of the directors that it is in the best interests of the charity that his/her Membership is terminated. A resolution to remove a Member from membership may only be passed if:

7.1.4.1 the Member has been given at least twenty-one days' notice in writing of the Meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed; and

7.1.4.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member him/herself) has been allowed to make representations to the Meeting.

7.2 Termination of Membership does not of itself terminate that person's membership of Diocesan Synod.

8. **DIRECTORS AND TRUSTEES OF THE CHARITY**

8.1 The Directors (referred to as the "**Trustees**") for the time being of the Charity shall (subject to the provisions of article 9) be:

8.1.1 The Chair and Vice Chair; and

8.1.2 the members for the time being elected or nominated to or *ex officio* the members of the Bishop's Council who shall have agreed to become Directors of the Charity and are not disqualified from so acting. The qualification, election and removal of such directors of the Charity shall therefore (subject to the provisions herein) be governed by any rules relating to the qualification, election and removal of members of the Bishop's Council.

8.2 Every Trustee after appointment must sign a declaration of willingness to act as a Trustee of the Charity before he or she may vote at any meeting of the Trustees.

8.3 Trusteeship of the Charity is not transferable.

9. **TERMINATION OF DIRECTORSHIP**

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

9.1.1 ceases for whatever reason to be a member of the Bishop's Council

9.1.2 resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the resignation is to take effect);

9.1.3 is a Trustee *ex officio* and for whatever reason no longer holds the office which confers the right to be a Trustee of the Charity;

- 9.1.4 dies, or in the case of an Trustee ex officio, if their office ceases to exist or if the individual ceases to hold that office;
 - 9.1.5 being a Trustee elected from Diocesan Synod from amongst its own members ceases to be a member of Diocesan Synod;
 - 9.1.6 is disqualified under the Charities Act from acting as a Charity Trustee (unless the disqualification is for the time being subject to a waiver by the Commission under section 181 of the Charities Act) or is prohibited by law from being a director of a company;
 - 9.1.7 is prohibited from acting as a Trustee under the provisions of the Safeguarding Vulnerable Groups Act 2006; or
 - 9.1.8 is, in the opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing his/her own affairs.
- 9.2 Termination of Trusteeship does not of itself terminate membership of Bishop's Council.

10. **GENERAL MEETINGS OF THE MEMBERS**

- 10.1 A meeting of the Diocesan Synod sitting in their capacity as Members of the Charity shall constitute a general meeting of the Charity.
- 10.2 Where a meeting of the Diocesan Synod purports to do anything in respect of the Charity required to be done by the Members in accordance with the Companies Acts, then the Diocesan Synod shall be deemed to be sitting as a general meeting of the Charity provided always that the provisions of this article 10 have been met in relation to that meeting.
- 10.3 A general meeting may be called at any time by the Diocesan Secretary and must be called within 14 days of a written request from at least five of the Trustees.
- 10.4 Meetings are called on at least seven days' written notice specifying the business to be discussed and the time and place of the meeting and including a statement informing the Member of his/her rights under section 324 of the Companies Act 2006.
- 10.5 There is a quorum at a meeting if the number of Members present in person of at least nine clergy Members and ten lay Members and no business shall be transacted at such general meeting unless a quorum is present.
- 10.6 The Diocesan Bishop or (if the Diocesan Bishop is unable or unwilling to do so) the Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present presides at a meeting.
- 10.7 Except for the chair of the meeting who has a casting vote, every Member has one vote on each issue on a show of hands.

- 10.8 A written resolution signed by a majority of those entitled to vote at a meeting (or, where article 10.11 requires, a greater majority) is as valid as a resolution actually passed at such a meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature required to reach the relevant majority.
- 10.9 The Diocesan Secretary is entitled to attend and speak at a general meeting but is not entitled to vote.
- 10.10 A procedural defect of which the Members are unaware at the time does not invalidate decisions taken at a meeting.
- 10.11 Except where otherwise provided by
- 10.11.1 the Articles;
 - 10.11.2 any regulations, standing orders or by-laws of the Charity, or
 - 10.11.3 the Companies Acts,
- every issue is decided by a simple majority of the votes cast at a general meeting.

11. **TRUSTEES' PROCEEDINGS AS DIRECTORS**

- 11.1 A meeting of the Trustees shall constitute a board meeting of the Charity.
- 11.2 Where a meeting of the Bishop's Council purports to do anything in respect of the Charity required to be done by the Directors in accordance with the Companies Acts, then the Bishop's Council shall be deemed to be sitting as a meeting of the board of the Charity provided always that the provisions of this article 11 have been met in relation to that meeting.
- 11.3 A board meeting may be called at any time by the Diocesan Secretary and must be called within 14 days of a written request from at least five of the Trustees. Meetings are called on at least seven days' written notice specifying the business to be discussed and the time and place of the meeting.
- 11.4 Trustees and the Diocesan Secretary are entitled to attend meetings either personally or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants.
- 11.5 There is a quorum at a meeting if the number of Trustees present in person or by means otherwise agreed pursuant to article 11.4 is at least nine and no business shall be transacted at such meeting unless a quorum is present.
- 11.6 The Chair or the Vice Chair shall preside at each meeting, or, if the Chair or Vice Chair is unable or unwilling to do so, some other Trustee chosen by the Trustees present shall preside at such meeting.

- 11.7 Except where otherwise required by the Companies Acts, every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed (including by electronic signature) by a majority of the Trustees is as valid as a resolution passed at a meeting. 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.
- 11.8 Except for the chair of the meeting who has a casting vote, every Trustee has one vote on each issue.
- 11.9 The Diocesan Secretary is entitled to attend and speak at a board meeting of the Trustees but is not entitled to vote.
- 11.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12. **CHAIR**

- 12.1 At the first meeting of each synodical triennium (and at any time to fill a casual vacancy) the Diocesan Synod shall elect a Chair and Vice Chair of the Charity (both of whom shall be laypersons).
- 12.2 The Chair and Vice Chair shall hold office until 31 December following the dissolution of the Diocesan Synod by which they were elected and are eligible for re-election (provided that the Chair and Vice Chair may each serve in that role for a maximum of three consecutive full 3-year terms).
- 12.3 If the position of Chair falls vacant the Vice Chair shall act as Chair and be vested with all powers of the Chair until such time as the vacancy is filled.

13. **TRUSTEES' POWERS**

- 13.1 Subject to the articles and to such directions as may be given from time to time by the Diocesan Synod, the Trustees are responsible for (but do not undertake) the executive management of the Charity's business, for which purpose they may exercise all the powers of the Charity in accordance with the Objects.
- 13.2 The Trustees have the following powers in the administration of the Charity:
- 13.2.1 to delegate any of their functions to committees consisting of two or more individuals appointed by them;
 - 13.2.2 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings;
 - 13.2.3 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees;

13.2.4 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any); and

13.2.5 to establish procedures to assist the resolution of disputes or differences within the Charity.

14. **BENEFITS TO TRUSTEES**

14.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Trustees but (subject to the provisions of this article 14):

14.1.1 Trustees who are also beneficiaries may receive charitable benefits in that capacity; and

14.1.2 Trustees who are otherwise eligible to do so in accordance with the Objects may receive grants, pensions and benefits.

14.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

14.2.1 as mentioned in articles 5.12 to 5.15, 5.26 or 14.1;

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

14.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

14.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; or

14.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

14.3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit if:

14.3.1 the goods or services are actually required by the Charity;

14.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 14.5; and

14.3.3 no more than a minority of the Trustees are interested in such a contract in any financial year.

Payments or other Material Benefits provided under article 5.15 or 14.1.2 shall be disregarded for the purposes of this article.

14.4 Whenever a Trustee has a personal interest in a matter falling within articles 14.1, 14.2 and 14.3, which is to be discussed at a meeting of the Trustees or a committee, he or she must comply with the procedure in article 14.5.

14.5 Where this article applies, a Trustee must:

14.5.1 Declare an interest before the meeting or at the meeting before discussion begins on the matter;

14.5.2 Be absent from the meeting for that item unless expressly invited to remain in order to provide information (and then absent themselves from the meeting once that information has been provided);

14.5.3 Not to be counted in the quorum for that part of the meeting; and

14.5.4 Have no vote on the matter and be absent during the vote.

14.6 This article may not be amended without the written consent of the Commission in advance.

15. **CONFLICTS OF INTEREST**

15.1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees (whether pursuant to article 10 or article 11) or a committee, a Conflicted Trustee must comply with the procedure set out in article 14.5 (save that the Unconflicted Trustees may, notwithstanding articles 14.5.2 and 14.5.4 authorise the Conflicted Trustees to remain in the meeting during discussions and voting but not vote).

15.2 Subject to article 14, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to:

15.2.1 authorise that matter; or

15.2.2 authorise a Conflicted Trustee to act in his/her ordinary capacity as a Trustee and carry out all the duties and powers of a Trustee in relation to that matter.

15.3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in article 14.5.

15.4 This article may not be amended without the written consent of the Commission in advance.

16. COMPANY SEAL

- 16.1 The Charity may have a company seal as determined from time to time by a meeting of the Trustees.
- 16.2 While the Charity has a company seal, the Trustees shall provide for the safe custody of the Charity's company seal.
- 16.3 Any company seal may only be used by the authority of the Trustees (given either generally or specifically).
- 16.4 The Trustees may, by ordinary resolution, appoint persons authorised to witness the affixing of the Charity's company seal (each an "Authorised Signatory"). In the absence of such a resolution the persons authorised so to witness are the Trustees and the Diocesan Secretary.
- 16.5 Any documents bearing the Charity's company seal and purporting to be attested by two authorised signatories shall, in the absence of proof to the contrary, be deemed to have been duly sealed by the Trustees.
- 16.6 The Diocesan Secretary shall keep a record of every occasion on which the Charity's company seal is used.

17. RECORDS AND ACCOUNTS

- 17.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission of relevant filings to the Registrar of Companies and the Commission.
- 17.2 The Trustees must keep proper records of:
- 17.2.1 all proceedings at meetings of the Trustees and the Members;
 - 17.2.2 all reports of committees; and
 - 17.2.3 all professional advice obtained.
- 17.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 17.4 A copy of the Charity's latest available audited financial statements must be supplied on request to any Trustee. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

18. NOTICES

- 18.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 18.2 The only address at which a Trustee is entitled to receive notices sent by post is an address in the UK shown in the register of Members.
- 18.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 18.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 18.3.2 the day after being sent by first class post to that address;
 - 18.3.3 three days after being sent by second class or overseas post to that address;
 - 18.3.4 on being handed to the Member personally; or
 - 18.3.5 if earlier, as soon as the Member acknowledges actual receipt.
- 18.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

19. **DISSOLUTION**

- 19.1 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:
- 19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 19.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
 - 19.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 19.2 A final report and statement of account must be sent to the Commission.
- 19.3 This article may not be amended without the written consent of the Commission in advance.

20. **INTERPRETATION**

- 20.1 In the Articles, unless the context indicates another meaning, the defined terms shall have the following meanings:

“the Articles” means the Charity’s articles of association

“Bishop’s Council” means the standing committee of the Diocesan Synod for the Diocese appointed pursuant to the Synodical Government Measure 1969 and the standing orders of the Diocesan Synod

“Chair” means such person appointed as Chair of the Charity in accordance with article 12

“the Charity” means the company governed by the Articles

“the Charities Act” means the Charities Act 2011

“Charity Trustee” has the meaning prescribed by section 177 of the Charities Act

“Church” means the Church of England by law established (and in the event of the disestablishment of the Church of England shall mean the Church of England as defined in the *Fidelity Trust Act 1977*).

“clear day” means 24 hours from midnight following the relevant event

“the Commission” means the Charity Commission for England and Wales

“the Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity

“Conflict of Interest” includes a conflict of interest and duty and a conflict of duties

“Conflicted Trustee” means any Trustee who has a conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees

“Connected Person” means any person who is a connected person in relation to a Trustee as such term is defined in section 188 of the Charities Act.

“Custodian” means a person or body which undertakes safe custody of assets or of documents or records relating to such assets

“Diocesan Bishop” means the Bishop for the time being of the Diocese and during a vacancy in the See of Chelmsford means the Bishop appointed pursuant to section 14 of the Dioceses, Pastoral and Mission Measure 2007 to undertake the functions of the Diocesan Bishop during such vacancy

“Diocesan Parsonages Board” means the body appointed pursuant to the Repair of Benefice Buildings Measure 1972 responsible for the repair and replacement of parsonage houses and any building belonging to a benefice

“Diocesan Secretary” means the secretary for the Diocesan Synod (or, where there is a vacancy, the acting Diocesan Secretary)

“Diocesan Synod” shall be as constituted by the Synodical Government Measure 1969 for the Diocese

“Diocese” means the Church of England Diocese of Chelmsford

“Director” means a director of the Charity and includes any person occupying the position of director, by whatever name called

“Financial Expert” means any person who is authorised to give investment advice under the Financial Services and Markets Act 2000

“financial year” means the Charity’s financial year

“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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of such duty

“Material Benefit” means a benefit which may or may not be financial but has a monetary value

“Member” has the meaning given in section 112 of the Companies Act 2006 and **“Membership”** refers to company membership of the Charity

“month” means calendar month

“National Institutions” means a national institution of the Church of England mentioned in the *National Institutions Measure 1998*.

“Nominee Company” means a corporate body registered or having an established place of business in England and Wales

“the Objects” means the Objects of the Charity as defined in article 4

“Taxable Trading” means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax

“Trustee” means a person who is a Director of the Charity and a “meeting of the Trustees” means a meeting in their capacity as Directors pursuant to article 10

“Unconflicted Trustee” means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees

“Vice Chair” means such person appointed as Vice Chair of the Charity in accordance with article 12

“written” or **“in writing”** refers to a legible document on paper including a fax message or in electronic format

“year” means calendar year

20.2 Expressions used in these Articles which are defined in the Companies Acts have the same meaning as defined in those acts.

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