

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

ST ELIZABETH'S CENTRE

**Incorporated on 29 November 2017
as amended by Special Resolution dated 21 May 2020**

Table of Contents

Clause	Heading	Page No.
1.....	NAME AND REGISTERED OFFICE	1
2.....	INTERPRETATION.....	1
3.....	OBJECTS	1
4.....	POWERS.....	1
5.....	THE TRUSTEES.....	5
6.....	PROCEEDINGS OF TRUSTEES.....	5
7.....	CONFLICTS OF INTEREST	6
8.....	POWERS OF TRUSTEES	8
9.....	COMMITTEES.....	9
10.....	BENEFITS TO THE MEMBER AND TO TRUSTEES.....	10
11.....	MEMBERSHIP.....	11
12.....	WRITTEN RESOLUTIONS	11
13.....	RECORDS & ACCOUNTS.....	11
14.....	RIGHTS OF VISITATION.....	12
15.....	GUARANTEE	12
16.....	INDEMNITY	12
17.....	WINDING UP.....	12
18.....	INTERPRETATION AND GENERAL	13

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ST ELIZABETH'S CENTRE

1. NAME AND REGISTERED OFFICE

- 1.1 The name of the **Charity** is St Elizabeth's Centre.
- 1.2 The registered office of the **Charity** is to be in England and Wales.

2. INTERPRETATION

- 2.1 The interpretation provision in **Article** 18 shall apply.
- 2.2 Any word or expression printed in bold type in the **Articles** is defined in **Article** 18.

3. OBJECTS

The **Objects** of the **Charity** are the promotion of the **Catholic** religion, the advancement of education and the promotion of physical and mental health for people of all ages who have epilepsy or other complex needs on the basis of need and regardless of their religious, cultural or ethnic background by the provision of:

- (a) education (including cultural, social, moral and spiritual development);
- (b) training and other activities to develop their skills, capabilities and capacity to engage in work;
- (c) care and health support; and
- (d) facilities for leisure time occupation in the interests of social, moral and spiritual welfare;

in accordance with the teaching, rites and practices of the **Catholic** Church and (save for purposes incidental and ancillary to those objects) no other purposes.

4. POWERS

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

- 4.1 to provide accommodation for beneficiaries of the **Charity**;
- 4.2 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.3 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.4 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.5 to raise funds (but not by means of **Taxable Trading**);
- 4.6 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.7 to:
 - (a) acquire real property and to construct, maintain and alter buildings on such property;
 - (b) borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**);
 - (c) let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**);
 - (d) make planning applications, applications for consent under bye-laws or building regulations or other similar applications; and
 - (e) pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such propertyin each case in a manner that is consistent with **Canon Law**;
- 4.8 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the **Charity**;
- 4.9 to make grants or loans of money and to give guarantees;
- 4.10 to set aside funds for special purposes or as reserves against future expenditure;
- 4.11 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

- 4.12 to deposit or invest funds in any manner consistent with the teachings of the **Catholic Church** (but only after obtaining advice from a **Financial Expert**, unless the **Trustees** reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.13 to delegate the management of investments to a **Financial Expert**, but only on terms that:
- (a) require the **Financial Expert** to comply with any investment policy (and any revision of that policy) set down **In Writing** for the **Financial Expert** by the **Trustees**;
 - (b) require the **Financial Expert** to report to the **Trustees** regularly on the performance of their investments;
 - (c) entitle the **Trustees** to cancel the delegation arrangement at any time (subject to any reasonable notice period agreed between the **Trustees** and the **Financial Expert**);
 - (d) require the investment policy and the delegation arrangement to be reviewed with the **Trustees** at least once a **Year**;
 - (e) require all payments to the **Financial Expert** to be on a scale or at a level which is agreed in advance and reported regularly to the **Trustees**;
 - (f) prohibit the **Financial Expert** from doing anything outside the powers of the **Trustees**;
- 4.14 to arrange for investments or other property of the **Charity** to be held in the name of a nominee (being a corporate body controlled by the **Trustees** or by a **Financial Expert** acting under the instructions of and accountable to the **Trustees**) and to pay any reasonable fee required;
- 4.15 to insure the property of the **Charity** against any foreseeable risk and take out other insurance policies to protect the **Charity**;
- 4.16 to insure the **Trustees** against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided that this shall not confer on the **Charity** a power to insure against personal liability incurred where the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

- 4.17 subject to **Article 10**, to engage employees, consultants, advisers, agents, workers and volunteers provided that:
- (a) the chief executive officer of the **Charity** (or person engaged to perform the usual duties of a chief executive officer, whatever his or her job title) shall be a **Practising Catholic**; and
 - (b) the director of education and skills of the **Charity** (or person engaged to perform the usual duties of a director of education and skills, whatever his or her job title) shall (unless the **Member** or his Delegate otherwise agrees **In Writing** and the relevant individual undertakes **In Writing** to uphold the Catholic ethos of the **Charity**) be a **Practising Catholic**;
 - (c) the director of health and care of the **Charity** (or person engaged to perform the usual duties of a director of health and care, whatever his or her job title), shall (unless the **Member** or his Delegate otherwise agrees **In Writing** and the relevant individual undertakes **In Writing** to uphold the Catholic ethos of the **Charity**) be a **Practising Catholic**; and
 - (d) for so long as the **Charity** operates adult residential care services, a school or a college, the head of each of these services (if any is appointed) shall (unless the **Member** or his Delegate otherwise agrees **In Writing** and the relevant individual undertakes **In Writing** to uphold the Catholic ethos of the **Charity**) be a **Practising Catholic**;
- 4.18 to provide and contribute to superannuation or pension funds for the employees and workers of the **Charity** or any of them or otherwise to make provision for such employees and workers and their widows and children;
- 4.19 to enter into contracts to provide services to or on behalf of other bodies;
- 4.20 to arrange for the amalgamation or merger of the **Charity** with any charitable organisation the purposes of which in the opinion of the **Trustees** are similar to the **Objects** either alone or as amalgamated;
- 4.21 to establish or acquire subsidiary companies;
- 4.22 to pay the reasonable and proper costs of forming and administering the **Charity**;
and
- 4.23 to do anything else within the law which promotes or helps to promote the **Objects**.

5. THE TRUSTEES

- 5.1 The **Trustees** as **Charity Trustees** have control of the **Charity** and its property and funds.
- 5.2 Except at first (when the initial board may comprise only three **Trustees**), the number of **Trustees** when complete shall be not less than five and not more than fifteen. A majority of the **Trustees** shall be **Practising Catholics**.
- 5.3 Subject to **Article** 5.2, any person who is willing to act as a **Trustee** of the **Charity** and is permitted to be so appointed by the law and the **Articles**, may be appointed to be a **Trustee** by ordinary resolution.
- 5.4 Every **Trustee** must sign a declaration of willingness to act as a **Charity Trustee** of the **Charity** before he or she may vote at any meeting of the **Trustees**.
- 5.5 Subject to termination under **Article** 5.6, **Trustees** shall hold office for a term of office of four years which may be extended once only for a further term of four years by mutual agreement of the **Trustee** concerned and the **Chairman of the Trustees**.
- 5.6 A **Trustee's** term of office automatically terminates if he or she:
- (a) is disqualified under the **Charities Act** from acting as a **Charity Trustee**;
 - (b) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (c) is absent from three consecutive meetings of the **Trustees** without consent, such consent (if given) to be given by the other **Trustees** at the meeting in question;
 - (d) resigns by **Written** notice to the **Trustees** (but only if at least two **Trustees** will remain in office);
 - (e) is removed by ordinary resolution.
- 5.7 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. PROCEEDINGS OF TRUSTEES

- 6.1 The **Trustees** must hold at least six meetings each **Year**.
- 6.2 A quorum at a meeting of the **Trustees** is three **Trustees** (provided that at least two **Trustees** who are **Practising Catholics** must be present) or such other number (being not less than three **Trustees**) as the **Trustees** may from time to time decide

(including such number of **Practising Catholics**, being not less than two, as may seem to the **Trustees** to be appropriate).

- 6.3 Any **Trustee** may call a meeting of the **Trustees** by giving reasonable notice of the meeting to the **Trustees** or by authorising the **Secretary** (if there is one) to give such notice.
- 6.4 A meeting of the **Trustees** may be held either in person or by suitable electronic or other means agreed by the **Trustees** in which all participants may communicate with all the other participants.
- 6.5 The **Chairperson** or (if the **Chairperson** is unable to do so) the **Vice-Chairperson** presides at each meeting.
- 6.6 If any **Trustee** is absent from a meeting of the **Trustees**, the **Trustees** present at the meeting shall note the absence and shall resolve whether or not to consent to it.
- 6.7 Every issue may be determined at a meeting by a simple majority of the votes cast. Except for the chairperson of the meeting, who in the case of an equality of votes has a second or casting vote, every **Trustee** has one vote on each issue.
- 6.8 A **Written** resolution signed by all the **Trustees** who would have been eligible to vote on the matter at a meeting of the **Trustees** is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.9 The **Trustees** shall permit the **Member** or his nominated representative to attend and speak at meetings of the **Trustees** as an observer, provided that the **Member** or nominated representative shall take no part in any vote or decision taken by the **Trustees** and agrees to be bound by obligations of confidentiality in respect of the business of the meeting.
- 6.10 A procedural defect of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.

7. CONFLICTS OF INTEREST

- 7.1 A **Trustee** must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the **Charity**. This duty is not infringed if:
- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest; or

- (b) the situation relates to the purchase of trustee indemnity insurance in accordance with **Article** 4.16; or
- (c) the situation is authorised by the **Trustees** in accordance with **Article** 7.2.

7.2 If a conflict of interest arises for a **Trustee** which does not fall within paragraphs (a) or (b) of **Article** 7.1, the unconflicted **Trustees** may authorise such a conflict of interest provided that:

- (a) the procedures in **Articles** 7.3 and 7.4 are followed;
- (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any **Trustee** or any **Person Connected to a Trustee** that would not be permitted by **Article** 10; and
- (c) the unconflicted **Trustees** consider it is in the best interests of the **Charity** to authorise the conflict of interest in the circumstances.

7.3 Where a **Trustee** has a conflict of interest other than one falling within paragraphs (a) or (b) of **Article** 7.1:

- (a) he or she shall declare to the other **Trustees** the nature and extent of his or her interest as soon as is reasonably practicable;
- (b) the **Trustee** concerned shall provide the **Trustees** with such details of the relevant matter as the **Trustees** may reasonably require to enable them to decide how to address the conflict;
- (c) any **Trustee** (including the conflicted **Trustee**) may propose that the conflicted **Trustee** be authorised in relation to any matter the subject of a conflict;
- (d) such proposal and any authority given by the **Trustees** shall be effected in the same way that any other matter may be proposed to and resolved upon by the **Trustees** under the provisions of the **Articles** save that:
 - (i) the conflicted **Trustee** and any other **Trustee** with a similar interest shall not count towards the quorum nor vote on any resolution giving such authority; and
 - (ii) the conflicted **Trustee** and any other **Trustee** with a similar interest shall not be present for the part of the meeting at which there is discussion of the conflict.

7.4 Where the **Trustees** give authority in relation to a conflict of interest:

- (a) the **Trustees** may (whether at the relevant time or subsequently):
 - (i) require that the conflicted **Trustee** be excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the **Trustees** or otherwise) related to the conflict; and
 - (ii) impose upon the conflicted **Trustee** such other terms for the purpose of dealing with the conflict as they may determine;
- (b) the conflicted **Trustee** will be obliged to conduct himself or herself in accordance with any terms imposed by the **Trustees** in relation to the conflict;
- (c) the **Trustees** may provide that where the conflicted **Trustee** obtains (otherwise than through his or her position as a **Trustee** of the **Charity**) information that is confidential to a third party, the **Trustee** will not be obliged to disclose that information to the **Charity**, or to use or apply the information in relation to the **Charity's** affairs, where to do so would amount to a breach of that confidence;
- (d) the terms of the authority shall be recorded **In Writing** (but the authority shall be effective whether or not the terms are so recorded); and
- (e) the **Trustees** may revoke or vary such authority at any time but this will not affect anything done by the conflicted **Trustee** prior to such revocation in accordance with the terms of such authority.

8. POWERS OF TRUSTEES

- 8.1 The **Trustees** shall manage the business of the **Charity** and may exercise all the powers of the **Charity** unless they are subject to any restrictions imposed by the **Companies Act**, the **Articles** or any special resolution.
- 8.2 Without prejudice to **Article 8.1**, the **Trustees** may:
 - (a) appoint (and remove) any individual (who may be a **Trustee**) to act as **Secretary** to the **Charity**;
 - (b) appoint honorary officers from among their number (save for the **Chairperson** and **Vice-Chairperson**, who shall be appointed by the **Bishop**);
 - (c) delegate any of their functions to committees in accordance with the provisions of **Article 9**; and

- (d) make regulations consistent with the **Articles** and the **Companies Act** to govern:
 - (i) proceedings at general meetings;
 - (ii) proceedings at meetings of **Trustees** and meetings of committees; and
 - (iii) the administration of the **Charity**.

8.3 If the **Trustees** shall at any time be or be reduced in number to less than the number prescribed by **Article 5.2** it shall be lawful for them to act as **Trustees** for the purposes of notifying the **Member** of the **Charity** so that he may appoint such additional **Trustees** as may be necessary to bring their number up to the number prescribed by **Article 5.2**.

9. COMMITTEES

9.1 The **Trustees** may delegate any of their functions and powers to committees consisting of two or more individuals appointed by them subject always to the overriding authority of the **Trustees**.

9.2 At least two members of every committee (including each **Committee Chairperson**) must be **Trustees** and all proceedings of committees must be reported promptly to the **Trustees**.

9.3 There shall be a quorum at a meeting of a committee if at least two members are present, including two who are **Trustees**.

9.4 Each **Committee Chairperson** shall be appointed by the **Trustees**.

9.5 Any committee formed pursuant to this **Article** shall, in the exercise of the functions and powers delegated to it, conform to any regulations imposed on it by the **Trustees**.

9.6 The meetings and proceedings of committees shall be governed by the provisions of the **Articles** for regulating the meetings and proceedings of the **Trustees** so far as applicable and so far as the same shall not be superseded by the provisions of this **Article** or by any regulations made by the **Trustees**.

9.7 The following shall be established as standing committees:

- (a) for so long as the **Charity** operates care services, a Health & Care Quality Committee whose function shall be to advise the **Trustees** on the operation of those services;

- (b) for so long as the **Charity** operates a school, a School Board of Governors, the majority of whom shall be appointed by the **Bishop** and whose function shall be to advise the **Trustees** on the operation of that school and to fulfil such legal obligations as it may have by virtue of being a governing body; and
- (c) for so long as the **Charity** operates a college, a College Board of Governors, the majority of whom shall be appointed by the **Bishop** and whose function shall be to advise the **Trustees** on the operation of that college and to fulfil such legal obligations as it may have by virtue of being a governing body.

10. BENEFITS TO THE MEMBER AND TO TRUSTEES

10.1 The property and funds of the **Charity** must be used only for promoting the **Objects** and do not belong to the **Member** of the **Charity** but:

- (a) the **Trustees** may be paid interest at a reasonable rate on money lent to the **Charity**;
- (b) the **Trustees** may be paid a reasonable rent or hiring fee for property let or hired to the **Charity**;
- (c) the **Trustees** who are beneficiaries may receive charitable benefits in that capacity.

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

- (a) as mentioned in **Articles** 4.16, 10.1(a), 10.1(b), 10.1(c), 10.3 or 16;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out their duties as **Trustees**;
- (c) payment to any company in which a **Trustee** has no more than a 1% shareholding;
- (d) in exceptional cases, other payments or benefits (but only with the **Written** approval of the **Commission** in advance).

10.3 Any **Trustee** (or any **Person Connected to a Trustee** whose remuneration might result in a **Trustee** obtaining a **Material Benefit**) may enter into a contract with the **Charity** to supply goods or services in return for a payment or other **Material Benefit** but only if:

- (a) the goods or services are actually required by the **Charity**;

- (b) any conflict of interest is authorised by the **Trustees** in accordance with **Article 7.2**;
- (c) 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 procedures in **Articles 7.3 and 7.4**;
- (d) in any financial year, no more than one half of the **Trustees** are subject to such a contract (or have a person connected to them who is subject to such a contract).

11. MEMBERSHIP

- 11.1 The **Charity** must maintain a register of **Members** in accordance with the **Companies Act**.
- 11.2 The **Member** of the **Charity** shall be the **Bishop**.
- 11.3 **Membership** of the **Charity** is not transferable.

12. WRITTEN RESOLUTIONS

- 12.1 The **Member** may pass written resolutions in accordance with the procedures prescribed in the **Companies Act**.
- 12.2 The following may not be passed as a written resolution:
 - (a) a resolution under section 168 of the **Companies Act** to remove a **Trustee**;
and
 - (b) a resolution to remove an auditor before his or her period of office expires.

13. RECORDS & ACCOUNTS

- 13.1 The **Trustees** must comply with the requirements of the **Companies Act** and of the **Charities Act** as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:
 - (a) annual reports and financial statements; and
 - (b) annual returns.
- 13.2 The **Trustees** must keep proper records of:
 - (a) all resolutions of the **Member**;
 - (b) all proceedings at meetings of the **Trustees**;

- (c) all reports of committees; and
- (d) all professional advice obtained.

13.3 The records referred to in **Articles** 13.2(a) and 13.2(b) must be kept indefinitely and those referred to in **Articles** 13.2(c) and 13.2(d) must be kept for at least 10 **Years**.

13.4 Accounting records relating to the **Charity** must be made available for inspection by any **Trustee** or by the **Member** (or his nominated representative) at any reasonable time during normal office hours.

13.5 A copy of the **Charity's** latest available annual report and financial statements must be supplied free of charge to all **Trustees** and shall be supplied to the **Member** within two weeks of their approval by the **Trustees**. A copy must also be supplied within two months to any other person who makes a **Written** request for it and pays the **Charity's** reasonable costs.

14. RIGHTS OF VISITATION

The rights of the **Member** under these **Articles** are without prejudice to the rights of visitation the **Bishop** has within the **Diocese**.

15. GUARANTEE

15.1 The liability of the **Member** is limited.

15.2 The **Member** promises, if the **Charity** is dissolved while he remains a **Member** or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the **Charity** while he was a **Member**.

16. INDEMNITY

The **Charity** shall indemnify every **Trustee** in respect of any **Relevant Liabilities** that are **Properly Incurred** in running the **Charity**.

17. WINDING UP

17.1 The **Charity** may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied by the **Member** in the following priority:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes that fall within, are the same as, or are similar to the **Objects**;
- (b) to the extent that the **Member** has determined to its reasonable satisfaction that the application of assets contemplated at **Article** 17.1(a) is not possible,

directly for the **Objects** or charitable purposes within or similar to the **Objects**;

- (c) to the extent that the **Member** has determined to its reasonable satisfaction that neither the application of assets contemplated at **Article** 17.1(a) nor the application of assets contemplated at **Article** 17.1(b) is possible, 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**.

18. INTERPRETATION AND GENERAL

18.1 In the **Articles**:

Articles	means these articles of association;
Bishop	means the person for the time holding the office of Archbishop of Westminster (and when the office is vacant or impeded the person or persons who are entitled to administer and govern the Diocese according to Canon Law);
Canon Law	means the Canon Law of the Catholic Church;
Catholic	means Roman Catholic in communion with the See of Rome;
Chairperson	means the chairperson of the Trustees who is appointed by the Bishop from among the Trustees ;
Charities Act	means the Charities Act 2011;
Charity	means the company governed by the Articles ;
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act ;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales;

Committee Chairperson	means the chairperson of each committee formed pursuant to Article 9 (including the standing committees referred to in Article 9.7);
Companies Act	means the Companies Act 2006;
Diocese	means the Roman Catholic Diocese of Westminster;
Delegate	means an individual appointed, authorised, delegated or commissioned In Writing to act in the place of the Member for the purposes of administering the Articles;
Financial Expert	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity ;
Objects	means the objects of the Charity set out in Article 3 ;
Ordinary	the Bishop or a person to whom he has delegated his ordinary authority in accordance with Canon Law ;
Person Connected To A Trustee	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee ; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial

interest (or in which two or more such persons, taken together, have a substantial interest);

Practising

means a practising **Catholic** in communion with the See of Rome and as defined by the local **Ordinary**;

Properly Incurred

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the **Charity**;

Relevant Liability

means a liability incurred by a **Trustee** (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he or she is convicted;
- (d) for defending civil proceedings in which judgment is given against him or her;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

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

Secretary

means the Secretary of the **Charity**;

Taxable Trading

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

Trustee means a director of the **Charity** and **Trustees**
means all of the directors;

Vice-Chairperson means the vice-chairperson of the **Trustees** who
is appointed by the **Bishop** from among the
Trustees;

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

Year means calendar year.

18.2 Except where the context requires otherwise, expressions defined in the **Companies Act** have the same meaning in the **Articles**.

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

18.4 **Articles** 3, 4.16, 10 and 17 must not be changed without the prior **Written** authorisation of the **Commission**.

18.5 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the **Charity**.