

THE COMPANIES ACTS 1985 TO 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

***THE OLD BERKHAMSTEDIANS TRUST COMPANY LIMITED***

MEMORANDUM AND ARTICLES OF ASSOCIATION

COMPANY NO: **4373394** INCORPORATED: **13 Feb 2002**

I, the undersigned, certify that this document is a true copy of the original executed and deposited at Companies House and incorporates the changes to the articles made by special resolution at a Council meeting of the company held on 21 September 2013 of which 21 clear days notice was given

Margaret Yvonne Rush  
Company Secretary and Director  
Dated 21<sup>st</sup> November 2013

**The Companies Acts 1985 & 1989**

**Company limited by guarantee and not having a share capital**

**Memorandum of Association**

**Of The Old Berkhamstedians Trust Company Limited**

**Incorporated the thirteenth day of February 2002**

**1 NAME**

The name of the Company is the Old Berkhamstedians Trust Company Limited (and in this document it is called 'the Charity')

**2 REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

**3 OBJECTS**

The object of the Charity is to assist Berkhamsted Collegiate School or its successor or any other schools which may, at some time in the future, become part of Berkhamsted Collegiate School (collectively referred to as the School), with the provision of education of students at the School ('the Object').

In furtherance of this Object (but not further or otherwise) the Charity may:-

- (a) Provide and maintain a Scholarship and Bursary Fund;
- (b) Provide and maintain an emergency fund for the benefit of the School;
- (c) Provide and maintain a fund to assist Members of The Old Berkhamstedians in special need with educational costs;
- (d) Provide and maintain such funds as may, from time to time, be deemed desirable by the Trustees for educational purposes.

Provided always that nothing herein contained shall authorise any application of the Charity's funds for a non charitable purpose.

**4 POWERS**

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

- 4.1 To promote or carry out research;
- 4.2 To provide advice;

- 4.3 To publish or distribute information;
- 4.4 To co-operate with other bodies;
- 4.5 To support, administer or set up other charities;
- 4.6 To raise funds and to invite and receive contributions: Provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform with any relevant statutory regulations;
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.8 To acquire or hire property of any kind;
- 4.9 To let, alter, improve, charge or dispose of property of any kind (subject to such consents as may be required by law and in accordance with the restrictions imposed by the Charities Act 1993);
- 4.10 To make grants or loans of money and to give guarantees;
- 4.11 To set aside funds for special purposes or as reserves against future expenditure;
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert 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:
  - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.13.2 every transaction is reported promptly to the Trustees;
  - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.13.6 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;

- 4.13.7 the financial expert must not do 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 registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions 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 when required;
- 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, unless 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 clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.18 To enter into contracts to provide services to or on behalf of other bodies;
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity;
- 4.20 To pay the costs of forming the Charity;
- 4.21 To do anything else within the law which promotes or helps to promote the Objects.

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The income and property of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity; Provided that:
- 5.1.1 members, officers or servants of the Charity who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable and proper remuneration for goods or services supplied;
- 5.1.2 members (including Trustees) may be paid interest at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees on money lent to the Charity;

- 5.1.3 members (including Trustees) may be paid a reasonable and proper rent or hiring fee for property let or hired to the Charity or a Trustee;
- 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity;
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3;
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 5.2.4 payment to any company in which a Trustee has no more than a 1 percent shareholding;
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance);
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to act in a professional capacity on its behalf in return for a payment or other material benefit but only if:
  - 5.3.1 the goods or services are actually required by the Charity;
  - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4;
  - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year;
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 5.4.1 declare an interest at or before discussion begins on the matter;
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 5.4.3 not be counted in the quorum for that part of the meeting;
  - 5.4.4 withdraw during the vote and have no vote on the matter;

5.5. This clause may not be amended without the prior written consent of the Charity Commission

## 6 LIMITED LIABILITY

The liability of members is limited.

## 7. GUARANTEE

Every member undertakes, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to contribute such amount as may be required (not exceeding £10) to the Charity's assets for payment of the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

## 8. DISSOLUTION

8.1 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:

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

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

8.1.3 in such other manner consistent with charitable status as the Charity Commission approve in writing in advance;

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

## 9. INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

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

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

### **NAMES & ADDRESSES OF SUBSCRIBERS      SIGNATURES OF SUBSCRIBERS**

John Blake Rush  
Chilterns  
Frithsden Copse  
Berkhamsted  
Herts. PH4 2RG

John Richard Bale  
The Spinney  
128 Horsham Road  
Cranleigh  
Surrey GU6 8DY

Date 26<sup>th</sup> January 2002

Witness to the above signatures

Peter C Gibbs  
Three Firs  
15 Anglefield Road  
Berkhamsted  
Herts HP4 8LJ

Occupation: Retired Schoolmaster

**The Companies Acts 1985 & 1989**

**Company limited by guarantee and not having a share capital**

**ARTICLES OF ASSOCIATION OF**

**The Old Berkhamstedians Trust Company Limited**

**Incorporated the thirteenth day of February 2002**

**1. MEMBERSHIP**

- 1.1 The number of members with which the company proposes to be registered is unlimited;
- 1.2 The Charity must maintain a register of members;
- 1.3 No person shall be admitted a member of the charity unless he is approved by the Trustees. Every person who wishes to become a member shall deliver to the Charity all application for membership in such form as the Trustees require executed by him.
- 1.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions;
- 1.5 Membership is terminated if the member concerned:
  - 1.5.1 gives written notice of resignation to the Charity;
  - 1.5.2 dies;
  - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or
  - 1.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice);
- 1.6 Membership of the charity is not transferable.
- 1.7 Associate and honorary members shall have no voting rights in relation to the Charity.

## 2. GENERAL MEETINGS

2.1 Members are entitled to attend general meetings. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as a trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

2.1.1 in the case of an annual general meeting, by all the members entitled to attend and vote; and

2.1.2 in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given to all the members and to the trustees and auditors.

2.2. No business shall be transacted at any general meeting unless a quorum is present. There is a quorum at a general meeting if the number of members (or their duly appointed proxies) personally present is at least 25. If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast;

2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present either in person or by their duly appointed proxy has one vote on each issue;

2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and 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);

2.7 The Charity must hold an AGM in every year which all members are entitled to attend and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next: Provided that so long as the charity holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation

or in the following year. The annual general meeting shall be held at such times and places as the trustees shall appoint.

2.8 At an AGM the members:

2.8.1 receive the accounts of the Charity for the previous financial year;

2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;

2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;

2.8.4 elect persons to be Trustees to fill the vacancies arising;

2.8.5 appoint auditors for the Charity;

2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and

2.8.7 discuss and determine any issues of policy or deal with any other business put before them.

2.9 Any general meeting which is not an AGM is an EGM;

2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least 50 members.

2.11 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

2.12 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

“.....Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_,  
being a member/members of the above-named company, hereby appoint  
.....of, .....or  
failing \_\_\_\_\_ him, .....of  
.....,  
as my/our proxy to vote an my/our name(s) and on my/our behalf at the  
annual/extraordinary general meeting of the company to be held on  
....., and at any adjournment thereof.

Signed on ..... 20”

- 2.13 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appoint a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve);

“.....Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_,  
being a member/members of the above-named company, hereby appoint  
.....of, .....or  
failing \_\_\_\_\_ him, .....of  
.....,  
as my/our proxy to vote an my/our name(s) and on my/our behalf at the  
annual/extraordinary general meeting of the company to be held on  
....., and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 \*for \*against  
Resolution No 1 \*for \*against  
Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on ..... 20”

- 2.14 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees must be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in the manner so permitted shall be invalid.

### 3. THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The Trustees when complete consist of at least three and not more than 9 individuals, all of whom must be ordinary members.
- 3.3. The subscribers to the Memorandum are the first Trustees of the Charity.

- 3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the charity before he or she is eligible to vote at any meeting of the Trustees.
- 3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.6 A Trustee's term of office automatically terminates if he or she:
  - 3.6.1 is disqualified under the charities Act 1993 from acting as a charity trustee;
  - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 3.6.3 is absent from 4 consecutive meetings of the Trustees;
  - 3.6.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM);
  - 3.6.5 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
  - 3.6.6 is removed by resolution passed by a majority of the members present and voting (whether in person or by proxy) at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.8 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.
- 3.9 Subject to the provisions of the Act, the secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any secretary so appointed may be removed by a majority of the Trustees.

#### 4. **PROCEEDINGS OF TRUSTEES**

- 4.1 The Trustees must hold at least two meetings each year.
- 4.2 A quorum at a meeting of the Trustees is three Trustees.

- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic or telephonic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 4.4. The Chairman of (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all 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);
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 4.8 Subject to the provisions of the articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the secretary at the request of a Trustee shall call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.
- 4.9 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 4.10 The Trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.
- 4.11 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by the articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
- 4.12 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of trustees or committees of trustees or general meetings or otherwise in

connection with the discharge of their duties, but shall otherwise be paid no remuneration.

## **5. POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity;

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act.
- 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number.
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees).
- 5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings.
- 5.5. to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees.
- 5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any).
- 5.7 to establish procedures to assist the resolution of disputes within the Charity.
- 5.8 to exercise any powers of the Charity which are not reserved to a general meeting.

## **6. RECORDS & ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 6.1.1 annual reports;
  - 6.1.2 annual returns;
  - 6.1.3 annual statements of account;
- 6.2 The Trustees must keep proper records of:
  - 6.2.1 all proceedings at general meetings;

- 6.2.2 all proceedings at meetings of the Trustees including minutes of all appointments of officers made by the Trustees;
- 6.2.3 all reports of committees; and
- 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.
- 6.5 Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

## **7. INDEMNITY**

Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

## **8. RULES**

- 8.1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate;
  - 8.1.1 the admission and classification of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and terms on which members may resign or have their membership terminated and the entrance fees, subscription and other fees or payment to be made by members;
  - 8.1.2 the conduct of members of the charity in relation to one another, and to the Charity's servants;
  - 8.1.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

- 8.1.4 the procedure at general meetings and meetings of the Trustees and committees of the trustees in so far as such procedure is not regulated by the articles;
- 8.1.5 generally, all such matters as are commonly the subject matter of company rules.
- 8.2 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

## 9. **NOTICES**

- 9.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating the area of benefit or any newsletter distributed by the Charity.
- 9.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 9.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 9.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 9.3.2 two clear days after being sent by first class post to that address;
  - 9.3.3 three clear days after being sent by second class or overseas post to that address
  - 9.3.4 on the date of publication of a newspaper containing the notice;
  - 9.3.5 on being handed to the member personally or, if earlier;
  - 9.3.6 as soon as the member acknowledges actual receipt.
- 9.4 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.

## 10. **DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

## 11. INTERPRETATION

In the Memorandum and in these Articles:

‘The Act’ means the Companies Act 1985;  
‘AGM’ means an annual general meeting of the Charity;  
‘these Articles’ means these articles of association;  
‘Chairman’ means the chairman of the Trustees  
‘the Charity’ means the company governed by these Articles;  
‘charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act 1993;  
‘clear day’ means 24 hours from midnight following the relevant event;  
‘the Commission’ means the charity Commissioners for England and Wales;  
‘EGM’ means an extraordinary general meeting of the Charity;  
‘financial expert’ means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986;  
‘material benefit’ means a benefit which may not be financial but has a monetary value;  
‘member’ and ‘membership’ refer to membership of the Charity;  
‘Memorandum’ means the charity’s Memorandum of Association;  
‘month’ means calendar month;  
‘the Objects’ means the Objects of the Charity as defined in clause 3 of the Memorandum;  
‘Secretary’ means the Secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint assistant or deputy secretary;  
‘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;  
‘Trustee’ means a director of the charity and ‘Trustees’ means all of the directors;  
‘written’ or ‘in writing’ refers to a legible document on paper {not} including a fax message;  
‘year’ means calendar year;  
‘Audit’ means either an Audit or an Independent Examination as required by Companies Act or Charity Commission regulations in force for the time being;  
‘Auditor’ means either Auditor or Independent Examiner as required by Companies Act or Charity Commission regulations in force for the time being.

11.1 Expressions defined in the Act have the same meaning.

11.2 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.

## **NAMES & ADDRESSES OF SUBSCRIBERS      SIGNATURES OF SUBSCRIBERS**

John Blake Rush  
Chilterns  
Frithsden Copse  
Berkhamsted  
Herts. HP4 2RG

John Richard Bale  
The Spinney  
128 Horsham Road  
Cranleigh  
Surrey GU6 8DY

Date 26<sup>th</sup> January 2002

Witness to the above signatures

Peter C Gibbs  
Three Firs  
15 Anglefield Road  
Berkhamsted  
Herts HP4 8LJ

Occupation: Retired Schoolmaster