

**MEMORANDUM AND ARTICLES
OF ASSOCIATION**

**THE BRITISH & IRISH ASSOCIATION
OF ZOOS AND AQUARIUMS**

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Companies Acts 1985 and 1989

Company limited by guarantee

**MEMORANDUM OF ASSOCIATION OF
THE BRITISH & IRISH ASSOCIATION
OF ZOOS AND AQUARIUMS**

1. Name

The name of the Charity is the British & Irish Association of Zoos and Aquariums.

2. Registered Office

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

3. Objects

The Objects are:

- 3.1 to encourage the care and welfare of wild animals in captivity and participation in the conservation of species; and
- 3.2 to promote the education of the public and an increase in knowledge of the natural world through the medium of zoos and aquariums.

4. Powers

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

- 4.1 to assist zoos and aquariums to achieve the above charitable objects;
- 4.2 to promote or carry out research;
- 4.3 to provide advice;
- 4.4 to publish or distribute information;
- 4.5 to co-operate with other bodies;
- 4.6 to support, administer or set up other charities;
- 4.7 to raise funds (but not by means of Taxable Trading);

- 4.8 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.9 to acquire or hire property of any kind;
- 4.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.11 to provide goods, facilities or services and make grants or loans of money and to give guarantees;
- 4.12 to set aside funds for special purposes or as reserves against future expenditure;
- 4.13 to:
 - 4.13.1 deposit or invest funds;
 - 4.13.2 employ a professional fund-manager; and
 - 4.13.3 arrange for the investments or other property of the Charity to be held in the name of a nominee;
- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.14 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;
- 4.15 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;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 to pay for Indemnity Insurance for the Trustees;
- 4.18 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.19 to enter into contracts to provide services to or on behalf of other bodies;
- 4.20 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.21 to pay the costs of forming the Charity; and
- 4.22 to do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Trustees

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or Trustees but:
- 5.1.1 subject to clause 5.3, Members or Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2 Members or Trustees may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 Members or Trustees may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 5.1.4 Members or Trustees 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 4.17 (indemnity insurance), 5.1.1 (contractual payments), 5.1.2 (interest), 5.1.3 (rent) or 5.1.4 (charitable benefits).
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of 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 per cent shareholding; and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the Written approval of the Commission in advance).
- 5.3 A Trustee or a Connected Person may enter into a contract (including an employment contract) with the Charity to supply goods or services in return for a payment or other Material Benefit if:
- 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 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 clause 5.6; and
 - 5.3.3 no more than 50% of the Trustees are interested in such a contract in any Financial Year.

5.4 If a Trustee has a personal interest in any matter to be considered by the Trustees, this must be dealt with according to Article 7.

6. Amendments

Clauses 3 (Objects), 5 (Trustees' Benefits) and this clause may not be amended without the prior written consent of the Commission.

7. Limited Liability

The liability of Members is limited.

8. 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 £10 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a Member.

9. Dissolution

9.1 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:

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

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

9.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

9.3 Nothing in the Memorandum shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

10. Interpretation

Article 12 applies to the Memorandum in the same way as for the Articles.

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**ARTICLES OF ASSOCIATION OF
THE BRITISH & IRISH ASSOCIATION
OF ZOOS AND AQUARIUMS**

1. Membership

1.1 The Charity must maintain a register of Members. The subscribers to the Memorandum are the first Members of the Charity. Subsequent Members are appointed according to Article 1.2.

1.2 Membership of the Charity is open to any Collection which:

1.2.1 meets the requirements prescribed by the Trustees from time to time;

1.2.2 applies to the Charity in the form required by the Trustees;

1.2.3 is approved by the Trustees; and

1.2.4 consents In Writing to become a Member through an Authorised Representative.

1.3 Each Collection forming part of a Multi-Location Collection must apply to become a Member in accordance with Article 1.2 above to gain the benefits of Membership.

1.4 A Member shall by resolution of its directors or other governing body authorise such person as it thinks fit to act as its Authorised Representative at any meeting of the Charity or its Members. It may likewise remove such person. Such authorisation:

1.4.1 must be in writing and delivered to the Registered Office;

1.4.2 must be approved by the Trustees who may also remove an authorised representative at any time and require the member concerned to authorise a new Authorised Representative;

1.4.3 gives power to the Authorised Representative to exercise the same powers on behalf of the Member which appointed him as he could exercise if he himself was a Member; and

1.4.4 entitles the Charity to assume the Authorised Representative is acting within the scope of his authority unless the Charity has actual notice this is not the case.

- 1.5 The Trustees may establish different classes of Membership (including Provisional Membership), prescribe their respective privileges and duties and set the amount of any subscriptions.
- 1.6 Membership is terminated if the Member concerned:
 - 1.6.1 gives through an Authorised Representative Written notice of resignation to the Charity;
 - 1.6.2 ceases to exist;
 - 1.6.3 is more than three 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
 - 1.6.4 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 or on the ground that the Member has failed to comply with the requirements for Membership as prescribed by the Trustees from time to time. Prior to such a resolution being passed by the Trustees:
 - 1.6.4.1 they must notify the Member in writing that they are considering such a resolution;
 - 1.6.4.2 they may suspend the Membership of the Collection for such period as they may prescribe to enable them to investigate the conduct of that Collection; and
 - 1.6.4.3 they must consider the matter in the light of the results of any such investigation and any written representations which the Member concerned puts forward within 14 Clear Days after receiving notice.
- 1.7 If the ownership of a collection changes, the Trustees may require the new owner to demonstrate that the Collection meets the requirements prescribed by the Trustees from time to time.
- 1.8 Membership of the Charity is not transferable.
- 1.9 The Trustees may admit a Collection as a Provisional Member on the following terms:
 - 1.9.1 If a Collection applies to become a Member of the Charity according to Article 1.2 above, but does not meet the requirements prescribed by the Trustees from time to time, the Trustees may admit that Collection as a Provisional Member.

- 1.9.2 Provisional Members have no entitlement to vote at general meetings and cannot nominate any person to be a Trustee.
- 1.9.3 If a Provisional Member subsequently meets the requirements prescribed by the Trustees from time to time, the Trustees may admit that Provisional Member as a Member.
- 1.9.4 If a Provisional Member fails to meet the requirements so prescribed by the Trustees to achieve full Membership within such period prescribed by the Trustees from time to time:
 - 1.9.4.1 the Provisional Membership of that Collection may be terminated by the Trustees; and
 - 1.9.4.2 the Collection may not re-apply for Membership of the Charity for such period as the Trustees may prescribe, unless the Trustees in their full discretion consider that the circumstances of such a Collection have changed to such an extent that the Collection may be allowed to re-apply for Membership within that period.

2. Associates

- 2.1 Any person or body not eligible for Membership of the Charity may become an Associate who:
 - 2.1.1 applies in the form required by the Trustees; and
 - 2.1.2 is approved by the Trustees.

The Trustees shall not be required to give any reason for not approving an applicant.
- 2.2 Associates are not Members and accordingly have no rights as Members.
- 2.3 The Trustees may establish different classes of Associates, prescribe their respective privileges and duties and set the amount of any subscriptions. This includes:
 - 2.3.1 Professional Associate; being a person who in their professional work is recognised by the Trustees as significant in relation to the Objects;
 - 2.3.2 Accredited Associate; being a person who owns a Collection which meets the standards prescribed by the Trustees from time to time;

2.3.3 Honorary Associate; being an individual recognised by the Trustees as having made a significant contribution in relation to the Objects or to the aims of The World Zoo and Aquarium Conservation Strategy; and

2.3.4 any others the Trustees may decide.

3. General Meetings

3.1 Members are entitled to attend general meetings by an Authorised Representative, or by proxy. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.

3.2 The Trustees will make all reasonable efforts to call general meetings on no less than 2 months Written notice and in any case General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.

3.3 There is a quorum at a general meeting if the number of Members present by their Authorised Representatives or by proxy is at least 25% of the total number of Members.

3.4 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.

3.5 If there is no quorum present within half an hour of the time appointed for holding the general meeting, it shall stand adjourned to such date, time and place within 28 days thereafter as the Chairman or the Member otherwise presiding shall decide.

3.6 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.

3.7 Every Member present by their Authorised Representative or by proxy has one vote on each issue.

3.8 A Written resolution (a resolution not requiring a general meeting) is as valid as a resolution actually passed at a general 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. The resolution will be effective only if at least 75% of the total number of Members sign in approval.

3.9 The Charity will hold an AGM on a date determined by the Trustees each year.

3.10 At the AGM, the business transacted shall include:

3.10.1 appointment of a Chairman, if a vacancy exists;

3.10.2 appointment of Trustees in the place of those retiring;

- 3.10.3 presentation of a Trustees' report; and
- 3.10.4 presentation of accounts audited by a qualified accountant.
- 3.11 On receiving a written requisition from at least one-tenth of the Members the Trustees must convene a general meeting.
- 3.12 Such a requisition:
 - 3.12.1 must state the general nature of the business to be dealt with at the general meeting;
 - 3.12.2 must be signed by the Authorised Representatives of the Members making the requisition; and
 - 3.12.3 may include the text of a resolution that may, and is intended to be, voted upon at the general meeting.

4. The Chairman

- 4.1 The Chairman shall be appointed for a term of office of three years, and shall be eligible for re-appointment for further consecutive terms.
- 4.2 The Chairman shall be appointed as follows:
 - 4.2.1 Nominations may be made by:
 - 4.2.1.1 the Trustees; or
 - 4.2.1.2 two or more Authorised Representatives, but no Authorised Representative may nominate more than one person.
 - 4.2.2 Nominations should be made In Writing to the Registered Office of the Charity at least 28 days, and circulated to all Members at least 14 days, before the date of the AGM.
 - 4.2.3 The appointment of the Chairman shall take place at the AGM by ballot vote of the Members and the new Chairman will take up his role at the end of that AGM.

5. The Trustees

- 5.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 5.2 The minimum number of Trustees is three and the maximum is twenty-one. Subject to Article 5.8 the term of office for Trustees is three years starting from the date of their appointment.
- 5.3 The first Trustees are those named in the statement delivered to Companies House on incorporation of the Charity or appointed by the first Trustees before the first AGM.

- 5.4 Every Trustee after appointment or reappointment 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 The first Trustees will retire at the end of their term of office in accordance with Articles 5.2 or 5.8.
- 5.6 Subsequent Trustees will be appointed by the Members by ballot at the AGM from nominations received as follows:
 - 5.6.1 the Chairman appointed in accordance with Article 4.2;
 - 5.6.2 any Honorary Treasurer appointed by the Trustees in accordance with Article 8.1;
 - 5.6.3 a Vice Chairman appointed by the Trustees in accordance with Article 8.1;
 - 5.6.4 one individual nominated by the British Veterinary Association;
 - 5.6.5 one individual elected for nomination by the Professional Associates and Accredited Associates from their number;
 - 5.6.6 ten individuals nominated by Members, as follows:
 - 5.6.6.1 each Member may make one (and only one) nomination;
 - 5.6.6.2 nominations shall be sent to the Registered Office, at least 28 days, and circulated to all Members at least 14 days, before the date of the AGM; and
 - 5.6.6.3 no more than three persons from any Multi-Location Collection may be appointed Trustees at any one time.
- 5.7 Subject to Article 5.2, the Trustees appointed under Article 5.6 above may appoint such individuals as they consider appropriate to be chairmen of committees and the Trustees will also appoint up to a maximum of six such chairmen as Trustees.
- 5.8 A retiring Trustee who remains qualified may be reappointed for a maximum of one further term of office unless the remaining Trustees by a majority of 75% resolve otherwise. Once a person has not acted as a Trustee for a year, he or she is eligible for reappointment.
- 5.9 A Trustee's term of office terminates, as follows:
 - 5.9.1 the first Trustees will retire in stages so that approximately one third retire on the first anniversary, one third on the

second anniversary and one third on the third anniversary of incorporation. In default of agreement, they will draw lots;

- 5.9.2 if he is disqualified under the Charities Acts from acting as a Charity Trustee;
 - 5.9.3 if he is incapable, whether mentally or physically, of managing his or her own affairs;
 - 5.9.4 if he is absent without notice from three consecutive meetings of the Trustees unless the remaining Trustees resolve unanimously he should not cease to be a Trustee;
 - 5.9.5 in the case of an Authorised Representative if he ceases to be so, unless the remaining Trustees by a majority of 75% resolve otherwise;
 - 5.9.6 if he resigns by Written notice to the Trustees (but only if at least three Trustees will remain in office); or
 - 5.9.7 if he is removed by resolution of the Members present and voting 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.
- 5.10 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 at which the Trustee concerned participates.

6. Trustees' proceedings

- 6.1 The Trustees must hold at least four ordinary meetings each year, and such meetings are to be called on at least 14 Clear Days' Written notice.
- 6.2 A special meeting of the Trustees may be called at any time by the Chairman or any two Trustees on four Clear Days' Written notice specifying the matters to be discussed.
- 6.3 A quorum at a meeting of the Trustees is three Trustees.
- 6.4 If the number of Trustees for the time being is insufficient for there to be a quorum at a meeting of the Trustees, the Trustees may nevertheless act to appoint further Trustees to act as such for the period up to the end of the next following AGM. Such Trustees may be immediately re-appointed at that AGM.
- 6.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

- 6.6 The Chairman presides at each meeting. If the Chairman is unable or unwilling to preside at a meeting, or if the Chairman is not present within ten minutes after the time appointed for holding the meeting, some other Trustee chosen by the Trustees present presides at the meeting.
- 6.7 Every issue may be determined by a simple majority of the votes cast at a meeting.
- 6.8 Except for the Chairman of the meeting, who has a casting vote, each Trustee has one vote on each issue.
- 6.9 A Written resolution signed by a majority of the Trustees is as valid as a resolution actually passed at a meeting of the Trustees. 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.
- 6.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7. Trustees' Conflicts of Interest

- 7.1 A Trustee who has an Interest in any matter to be discussed at a meeting of the Trustees must declare this Interest before the matter is discussed by the Trustees.
- 7.2 A decision of the Trustees will not be invalid because of the subsequent discovery of an Interest which should have been declared.
- 7.3 Subject to Clause 7.5 a Trustee who has an Interest must in relation to that matter:
 - 7.3.1 withdraw from the meeting for that item unless expressly invited by the other Trustees to remain in order to provide information;
 - 7.3.2 not count towards the quorum for that part of the meeting;
 - 7.3.3 not vote on the item in which he has an Interest.
- 7.4 Whenever a Trustee declares an Interest, the other Trustees may authorise the Trustee to have that Interest, provided that the Trustee who has declared the Interest:
 - 7.4.1 withdraws from the meeting during the discussions on authorisation; and
 - 7.4.2 is not be counted in the quorum during those discussions and does not vote on the question as to whether authorisation will be granted.
- 7.5 If authorisation is granted by the other Trustees under clause 7.4, the other Trustees may allow the Trustee who declared the Interest to

remain in the meeting for the item concerned and to be counted in the quorum and vote on the issue.

- 7.6 If any question arises at a meeting of the Trustees as to whether an Interest exists in relation to a Trustee or as to the entitlement of a Trustee to vote, be counted in the quorum or remain in the meeting it shall be referred to the chairman of the meeting whose ruling shall be final and conclusive as between the Trustees. If the question relates to the chairman of the meeting, it shall be decided by a resolution of the Trustees (for which purpose the chairman shall be counted in the quorum but may not vote).

8. Trustees' powers

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

- 8.1 to appoint (and remove) for such term of office as the Trustees may prescribe any of their number or any other suitable person to act as a Vice Chairman, Honorary Treasurer, Secretary and other officers.
- 8.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 8.3 to make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern any matter in relation to the management and administration of the Charity including governance and other internal financial control procedures.
- 8.4 to exercise any powers of the Charity which are not reserved to a general meeting.

9. Indemnity

The Charity may indemnify any Trustee, Auditor, Reporting Accountant or other officer of the Charity against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the Companies Acts.

10. Records and Accounts

- 10.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

10.1.1 annual returns;

10.1.2 annual reports; and

10.1.3 annual statements of account.

- 10.2 The Trustees must keep proper records of:
 - 10.2.1 all proceedings at general meetings;
 - 10.2.2 all proceedings at meetings of the Trustees;
 - 10.2.3 all reports of committees; and
 - 10.2.4 all professional advice obtained.
- 10.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 10.4 A copy of the Charity's latest available statement of account 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 cost.

11. Notices

- 11.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 11.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 11.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 11.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 11.3.2 two Clear Days after being sent by first class post to that address;
 - 11.3.3 three Clear Days after being sent by second class or overseas post to that address;
 - 11.3.4 on being handed to the Authorised Representative of the Member personally; or, if earlier,
 - 11.3.5 as soon as the Member acknowledges actual receipt.
- 11.4 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.

12. Dissolution

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

13. Interpretation

13.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

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

‘Articles’ means the Charity’s articles of association;

‘Authorised Representative’ means a person who represents a Member in accordance with Article 1.4.

‘Chairman’ means the chairman of the Trustees appointed in accordance with Article 4.2;

‘Charity’ means the company governed by the Articles;

‘Charities Acts’ means the Charities Act 1993 and the Charities Act 2006 to the extent it is in force at the date of incorporation of the Charity;

‘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;

‘Collection’ means one or more collections of wild animals managed by an organisation (whether a zoological society, a municipality, a public or private company or otherwise) or an individual for the purposes of exhibition to the public at a single site and, where applicable, licensed under the relevant legislation. Where an organisation manages more than one collection of wild animals and those collections are based at different sites, such an organisation is a ‘Multi-Location Collection’ for the purposes of these Articles;

‘Commission’ means the Charity Commission for England and Wales;

‘Companies Acts’ means the Companies Act 1985 and the Companies Act 2006 to the extent it is in force at the date of incorporation of the Charity;

‘Connected Person’ means any spouse, cohabitant, civil partner, parent, child, child of cohabitant, brother, sister, grandparent or grandchild of a Trustee, any Firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

‘Custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘Financial Year’ means the Charity’s financial year;

‘Firm’ includes a limited liability partnership;

‘Indemnity Insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘Interest’ means a situation where a Trustee will or may be affected directly or indirectly by a decision of the Trustees owing to the existence of that situation;

‘Material Benefit’ means a benefit which may not be financial but has a monetary value;

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

‘Memorandum’ means the Charity’s memorandum of association;

‘Month’ means calendar month;

‘Nominee Company’ means a corporate body registered or having an established place of business in England and Wales;

‘Objects’ means the Objects of the Charity as defined in clause 3;

‘Registered Office’ means the registered office of the Charity notified to Companies House;

‘Provisional Member’ means a Collection admitted as such by the Trustees according to Article 1.8;

‘Secretary’ means the company secretary of the Charity;

‘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 director of the Charity and ‘Trustees’ means the directors;

‘Written’ or ‘In Writing’ refers to a legible document on paper including a fax message;

‘Year’ means calendar year.

13.2 In the Memorandum and the Articles:

13.2.1 terms defined in the Companies Acts are to have the same meaning;

13.2.2 references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;

13.2.3 references to ‘organisations’ or ‘persons’ include corporate bodies, public bodies, unincorporated associations and partnerships;

13.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

13.2.5 references to Clauses are to clauses of the Memorandum and to Articles are to articles within the Articles;

13.2.6 the headings are not to affect the interpretation of the provisions to which they relate; and

13.2.7 terms defined in the Articles have the same meaning in the Memorandum and vice versa.

13.3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 applies to the Charity.