

THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

- of -

THE POLICE REHABILITATION CENTRE

As amended by special resolutions dated 22 October 2013,  
15 December 2015 and 4 September 2019

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**1. NAME**

1.1 The name of the Company is The Police Rehabilitation Centre ("**the Charity**").

1.2 The name of the Charity may be changed by a resolution of the Trustees.

**2. REGISTERED OFFICE**

The registered office of the Charity is in England.

**3.<sup>2</sup> OBJECTS**

The objects of the Charity are the promotion of the efficiency of the police service by the provision of rehabilitation services for the benefit of serving **Police Officers** and those considered by the Board of Trustees to be in policing roles. Also, the provision of rehabilitation services for retired Police Officers and (save for purposes incidental and ancillary to these objects) no other purposes.

**4. POWERS OF THE CHARITY**

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

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<sup>1</sup> New Articles of Association were adopted by special resolutions dated 15 December 2015 and 4 September 2019

<sup>2</sup> Article 3 was amended by special resolutions dated 22 October 2013, 15 December 2015 and 4 September 2019

- 4.1 to provide rehabilitation services for the foregoing purposes, on such terms and conditions and upon the payment of such fees (if any) as may from time to time be determined;
- 4.2 to promote or carry out research;
- 4.3 to provide advice;
- 4.4 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.5 to publish or distribute information;
- 4.6 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.7 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;
- 4.8 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.9 to raise funds (but not by means of **Taxable Trading**);
- 4.10 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);
- 4.12 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.13 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.14 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;

- 4.15 to 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 property;
- 4.16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.17 to make grants or loans of money and to give guarantees;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure;
- 4.19 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.20 to deposit or invest funds in any manner (but to invest 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);
- 4.21 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.21.1 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;
  - 4.21.2 require the Financial Expert to report every transaction to the Trustees promptly;
  - 4.21.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
  - 4.21.4 entitle the Trustees to cancel the delegation arrangement at any time;
  - 4.21.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;

- 4.21.6 require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt; and
- 4.21.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees.
- 4.22 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 the Trustees) and to pay any reasonable fee required;
- 4.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.24 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;
- 4.25 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4.26 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers, employees and workers, their widows and children;
- 4.27 to enter into contracts to provide services to or on behalf of other bodies;
- 4.28 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 purposes of the Charity either alone or as amalgamated;
- 4.29 to establish or acquire subsidiary companies;
- 4.30 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.31 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 The subscribers to the **Memorandum** are the first Trustees of the Charity.

5.3 Subject to the initial appointments at Article 5.2:

5.3.1 the Trustees when complete shall consist of not more than twelve and not fewer than five individuals, all of whom must be **Members**, and who shall comprise:

- (a) at least three and up to seven **Nominated Trustees**; and
- (b) at least two and up to five **Co-Opted Trustees**.

5.4 The Nominated Trustees shall be:

5.4.1 nominated by the Nominating Bodies as follows:

- (a) one nominated by the National Police Chiefs' Council;
- (b) one nominated by the Police Superintendents' Association;
- (c) one nominated by the National Board of the Police Federation of England & Wales;
- (d) two nominated by the Metropolitan Police Branch Board of the Police Federation of England & Wales; and
- (e) two nominated by Branch Boards of the Police Federation of England & Wales from other police forces contributing to the Charity.

5.4.2 a member of the Nominating Body that nominates them;

5.4.3 nominated for a term of four years at a meeting convened and held according to the ordinary practices of the Nominating Body that nominates them; and

5.4.4 formally appointed upon the approval of the nomination by the Trustees.

- 5.5 The Co-Opted Trustees shall:
- 5.5.1 be appointed on the basis of skill and experience by a resolution taken in accordance with Article 6.6; and
  - 5.5.2 serve for a term of four years from the date of appointment, save that the first Co-Opted Trustees shall serve for such period as the Trustees shall deem appropriate.
- 5.6 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.
- 5.7 A retiring Trustee shall be eligible for re-election, provided that no Trustee shall serve for more than two consecutive terms of office (unless for good reason in the interests of the Charity and as agreed by the majority of the Trustees).
- 5.8 A Trustee's term of office automatically terminates if he:
- 5.8.1 is disqualified under the **Charities Acts** from acting as a charity trustee;
  - 5.8.2 is incapable, whether mentally or physically, of managing his own affairs;
  - 5.8.3 is absent from three consecutive meetings of the Trustees and is removed by a resolution passed by the Trustees at such third meeting or subsequently;
  - 5.8.4 ceases to be a Member;
  - 5.8.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 5.8.6 is removed by resolution passed by at least 75% 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;
  - 5.8.7 ceases to have the required qualification; or
  - 5.8.8 the remaining Trustees (acting reasonably) conclude by majority resolution that he or she has committed a serious breach of the Board of Trustees' 'Code of Conduct'.



5.9 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 two meetings each Year.

6.2 A quorum at a meeting of the Trustees is five Trustees at least two of whom shall be Co-Opted Trustees or such other number as the Trustees may from time to time decide.

6.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

6.4 At the first meeting in each Year, the Trustees shall elect a Co-Opted Trustee to act as **Chairman** until the commencement of the first meeting in the second following Year. The Chairman shall always be eligible for re-election subject to Articles 5.7 and 6.4.1.

6.4.1 In the event that there is no Co-opted Trustee willing to take the role of Chairman, a Nominated Trustee may be appointed as Chairman until such time as a Co-opted Trustee becomes willing to take and is elected to the role.

6.4.2 At the first meeting in each Year, the Trustees shall elect one of their number to be Vice-Chairman. The Vice-Chairman shall always be eligible for re-election subject to Article 5.7

6.5 If the Chairman is unable or unwilling to do so, the Vice-Chairman shall preside at each meeting.

6.6 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 who would have been eligible to vote on the matter at a meeting of the Trustees 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.

6.7 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

6.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 7. POWERS OF TRUSTEES

7.1 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 **Act**, the **Articles** or any **Special Resolution**.

7.2 Without prejudice to Article 7.1, the Trustees may:

7.2.1 appoint (and remove) any individual to act as **Secretary** to the Charity in accordance with the Act;

7.2.2 appoint a Chairman, Vice-Chairman, Treasurer and other honorary officers from among their number;

7.2.3 appoint (and remove) a Chief Executive Officer of the Charity, who shall be accountable to the Board of Trustees for the day to day leadership, operation and administration of the Charity;

7.2.4 determine the remuneration of the Chief Executive Officer;

7.2.5 delegate any of their functions to committees consisting of two or more individuals appointed by them provided that:

(a) at least two members of every committee must be Trustees (save for any Finance and General Purposes Sub-Committee, which shall have at least three Trustee members);

(b) if a committee has delegated power to make decisions, the terms of reference of the committee shall require any decision to have the support of a majority of the Trustees who are also members of the committee; and

(c) all proceedings of committees must be reported promptly to the Trustees.

7.2.6 make regulations consistent with the Articles and the Act to govern:

- (a) proceedings at general meetings;
- (b) proceedings at meetings of Trustees and meetings of committees; and
- (c) the administration of the Charity and the use of its seal (if any).

7.2.7 establish procedures to assist the resolution of disputes within the Charity; and

7.2.8 exercise any powers of the Charity which are not reserved to a general meeting.

7.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.3 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees, filling up vacancies in their body or summoning a general meeting, but not for any other purpose.

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

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Trustees but, subject to Article 8.4, Trustees who are beneficiaries may receive charitable benefits in that capacity.

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

8.2.1 as mentioned in Articles 4.24, 8.1, 8.3, 8.4 or 17;

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

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

8.2.4 payment to any company in which a Trustee has no more than a 1% shareholding; and

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

- 8.3 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 supply goods or services in return for a payment or other Material Benefit but only if:
- 8.3.1 the goods or services are actually required by the Charity;
  - 8.3.2 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 Article 8.7; and
  - 8.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.
- 8.4 The Charity may provide charitable services to a Trustee or a **Connected Person** notwithstanding that such services may result in the Trustee or Connected Person receiving a Material Benefit but only if:
- 8.4.1 the Trustee or Connected Person is assessed under the Charity's eligibility policy in the same way as any other potential beneficiary;
  - 8.4.2 the nature and level of the services provided to the Trustee or Connected Person are no more than is reasonable in relation to the Trustee or Connected Person's need;
  - 8.4.3 the Trustee complies with the procedure in Article 8.7; and
  - 8.4.4 no more than one half of the Trustees may benefit from the Charity's services in any financial year.
- 8.5 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 8.5.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 8.5.2 the situation is authorised by the Trustees in accordance with Article 8.6; or
  - 8.5.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.24.

8.6 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:

8.6.1 the procedure in Article 8.7 is followed;

8.6.2 authorisation will not result in any direct or indirect Material Benefit being conferred on any Trustee or any Connected Person that would not be otherwise be permitted by this Article 8; and

8.6.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

8.7 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:

8.7.1 declare an interest at or before discussion begins on the matter;

8.7.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

8.7.3 not be counted in the quorum for that part of the meeting; and

8.7.4 withdraw during the vote and have no vote on the matter.

8.8 This Article 8 may not be amended without the prior written consent of the Commission.

## **9. MEMBERSHIP**

9.1 The Charity must maintain a register of Members in accordance with the Act.

9.2 Membership of the Charity shall be determined as follows:

9.2.1 no one other than a Trustee shall be a Member; and

9.2.2 every Trustee shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall, in either case, become a Member of the Charity on signature.

9.3 Membership is terminated if the Member concerned:

- 9.3.1 gives Written notice of resignation to the Charity;
- 9.3.2 dies;
- 9.3.3 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); or
- 9.3.4 ceases to be a Trustee.

9.4 Membership of the Charity is not transferable.

## **10. GENERAL MEETINGS**

- 10.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 10.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least five at least two of whom shall be Co-Opted Trustees.
- 10.3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 10.4 A general meeting may be called at any time by the Trustees or any of them.
- 10.5 Subject to Article 10.6, a written resolution agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** which has been received at the registered office within the period of 28 days beginning with the circulation date. A written resolution may comprise several copies to which one or more Members have signified their agreement.

- 10.6 The following may not be passed as a written resolution:
- 10.6.1 a resolution to remove a Trustee before his period of office expires; and
  - 10.6.2 a resolution to remove an auditor before his period of office expires.
- 10.7 In addition and without prejudice to the provisions of Section 168 of the Act the Charity may by **Ordinary Resolution** remove any Trustee before the expiration of his period of office and may by Ordinary Resolution appoint another suitably qualified person in his stead but any person so appointed shall hold his office until the Charity resolves otherwise by Ordinary Resolution.

## 11. APPOINTMENT OF PROXIES

- 11.1 Proxies may only be validly appointed by a notice In Writing which:
- 11.1.1 states the name and address of the Member appointing the proxy;
  - 11.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 11.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
  - 11.1.4 is delivered to the Charity in accordance with Article 14.4; and
  - 11.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 11.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 11.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting; and

11.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.

11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 14.4, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

## **12. VOTING AT GENERAL MEETINGS**

12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.

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

12.3 Subject to Article 12.4, every Member present in person or by proxy has one vote on each issue.

12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.

12.5 A poll on a resolution may be demanded:

12.5.1 in advance of the general meeting where it is to be put to the vote; or

12.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

12.6 A poll may be demanded by any Member.

12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

12.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.



### **13. RECORDS & ACCOUNTS**

13.1 The Trustees must comply with the requirements of the Act 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:

13.1.1 annual reports;

13.1.2 annual returns; and

13.1.3 annual statements of account.

13.2 The Trustees must keep appropriate records of

13.2.1 all proceedings at general meetings;

13.2.2 all proceedings at meetings of the Trustees;

13.2.3 all reports of committees; and

13.2.4 all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

### **14. NOTICES**

14.1 The Charity may validly send or supply any document (including any notice) or information to a Member:

14.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;

14.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of Members;

14.1.3 by fax to a fax number notified by the Member in writing;

14.1.4 by electronic mail to an email address notified by the Member in writing; or

14.1.5 by means of a website the address of which has been notified to the Member in writing.

in accordance with the provisions of this Article 14.

14.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

14.2.1 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;

14.2.2 two clear days after being sent by first class post to the relevant address;

14.2.3 three clear days after being sent by second class or overseas post to the relevant address;

14.2.4 on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with the Act);

14.2.5 on being handed to the member personally; or if earlier

14.2.6 as soon as the member acknowledges actual receipt.

14.3 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.

14.4 Members may validly send any notice or document to the Charity:

14.4.1 by post to

(a) the Charity's registered office; or

(b) any other address specified by the Charity for such purposes.

14.4.2 to any fax number or email address provided by the Charity for such purposes.

## 15. LIMITED LIABILITY

The liability of Members is limited.

## 16. GUARANTEE

Every 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 the contributor was a Member.

## 17. INDEMNITY

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity to the extent permitted by the Act.

## 18. WINDING UP

18.1 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 in one or more of the following ways:

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

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

18.1.3 in such other manner consistent with charitable status as the Commission approves In Writing in advance.

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

## 19. INTERPRETATION

In these Articles:

**the Act** means the Companies Act 2006;

**Articles** mean these articles of association;

**Authenticated Document**

means a document sent:

- (a) by hard copy that is signed by the person sending it; or
- (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);

**Chairman**

means the chairman of the Trustees, who shall be appointed in accordance with Article 6.4;

**Charities Acts**

means the Charities Acts 1992 to 2011;

**Charity**

means the company governed by the Articles;

**Charity Trustee**

has the meaning prescribed by section 97(1) of the Charities Act 1993;

**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;

**Code of Conduct**

means a set of guidelines agreed by the Trustees outlining the responsibility of, or proper practices for, an individual or organisation;

**Connected Person**

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); and
- (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);

**Co-Opted Trustees**

means those Trustees appointed in accordance with Article 5.5;

**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;

**Memorandum**

means the Memorandum of Association of the Charity;

<b>Nominating Bodies</b>	means the bodies listed at Article 5.4 or any successor body substantially succeeding to their functions in the event that any of the same shall be superseded, reconstituted or renamed;
<b>Nominated Trustees</b>	means those Trustees appointed in accordance with Article 5.4;
<b>Objects</b>	means the objects of the Charity set out in Article 3;
<b>Ordinary Resolution</b>	means a resolution of the Members that is passed by a simple majority;
<b>Personal Interest</b>	means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance;
<b>Police Officers</b>	means serving and retired police officers of all ranks of Home Police Forces (as defined in the Police Act 1964 (as amended)); the Ports Police; the States of Jersey and Guernsey Police; the Civil Nuclear Constabulary; the British Transport Police; the Ministry of Defence Police; and such other police forces, police services or law enforcement agencies as the Trustees may from time to time determine;
<b>Properly Incurred</b>	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;
<b>Relevant Liability</b>	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 is convicted;
- (d) for defending civil proceedings in which judgment is given against him; or
- (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 Chief Executive of the Charity from time to time;

**Special Resolution**

means a resolution of the Members that is passed by a majority of 75% or more;

**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 Chairman** means a member of the Board of Trustees who assists the Chairman or acts as the Chairman's deputy.
- 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.
- 19.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.
- 19.3 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.
- 19.4 References to one gender shall include any other gender.
- 19.5<sup>3</sup> Articles 3, 4.24, 8 and 18 must not be changed without the prior Written authorisation of the Commission.
- 19.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.

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<sup>3</sup> Article 19.5 was amended by a special resolution dated 15 December 2015