

**Company number: 06641135**

**MEMORANDUM AND ARTICLES OF ASSOCIATION  
FOR THE ROYAL AIR FORCE FOOTBALL ASSOCIATION**

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

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE ROYAL AIR FORCE FOOTBALL ASSOCIATION\***

(As amended by a Special Resolution of the Charity passed on 6 March 2009)

**1 Name**

The name of the Charity is The Royal Air Force Football Association\*.

**2 Registered Office**

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

**3 Objects\***

The objects for which the Charity is established (the “Objects”) are to promote the efficiency of Her Majesty’s Armed Forces by increasing physical fitness, fostering the esprit de corps and raising morale of members of the Royal Air Force and other services, in particular (but not by way of limitation), through the playing of, encouraging participation in and providing or assisting in the provision of facilities for the sport of football.

**4 Powers\***

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

- 4.1. to encourage and manage football in the Royal Air Force;
- 4.2. to promote and manage competitions and matches;
- 4.3. to recruit, train and develop referees and coaches;
- 4.4. to promote or carry out research;

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\* The company name was amended by removing the word “Limited” by a special resolution passed on 6 March 2009.

\* Previous clauses 3 and 4 were replaced by new clauses 3 and 4 by a special resolution passed on 6 March 2009.

- 4.5. to provide advice;
- 4.6. to publish or distribute information;
- 4.7. to co-operate with other bodies;
- 4.8. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- 4.9. to support, administer or set up other charities;
- 4.10. to raise funds (but not by means of taxable trading);
- 4.11. to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.12. to acquire or hire property of any kind;
- 4.13. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.14. to make grants or loans of money and to give guarantees;
- 4.15. to set aside funds for special purposes or as reserves against future expenditure;
- 4.16. to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.17. to delegate the management of investments to a financial expert, but only on terms that:
  - 4.17.1. the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.17.2. every transaction is reported promptly to the Trustees;
  - 4.17.3. the performance of the investments is reviewed regularly with the Trustees;
  - 4.17.4. the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.17.5. the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.17.6. 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; and
  - 4.17.7. the financial expert must not do anything outside the powers of the Trustees.

- 4.18. 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;
- 4.19. 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;
- 4.20. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.21. subject to such restrictions imposed by law to pay for indemnity insurance for the Trustees or any other officer of the Charity (other than the auditors);
- 4.22. subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.23. to enter into contracts to provide services to or on behalf of other bodies;
- 4.24. to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.25. to pay the costs of forming the Charity;
- 4.26. to do anything else within the law which promotes or helps to promote the Objects;

SUBJECT TO the Charity (and the Trustees and the officers of the Charity) acting in accordance with and being subject to service policy and instructions, service or defence rules and regulations and the rules of the Football Association or equivalent body (unless otherwise excepted) PROVIDED THAT such rules, instructions, regulations and rules are not inconsistent with these Memorandum and Articles of Association or the Charity's legal requirements at the time including those under charity and company law.

## **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 but:
  - 5.1.1. members who are not 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 (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
  - 5.1.3. members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
  - 5.1.4. individual members (including Trustees) who are also 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 4.21 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);
  - 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 (that may also apply to other officers of the Charity (other than its auditors));
  - 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 may not be an employee of the Charity unless previously expressly authorised in writing by the Charity Commission, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- 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 5.4; and
  - 5.3.3. no more than one half of the Trustees are interested in such a contract in any financial year and none of the arrangements or transactions entered into shall constitute a breach by a Trustee of his duty under sections 175 or 181 of the Companies Act 2006.
- 5.4. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 5.4.1. declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 5.4.2. be absent 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; and
  - 5.4.4. be absent during the vote and have no vote on the matter.\*

## 6 Limited Liability

The liability of members is limited.

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\* Previous clause 5.23 was replaced by a new clause 5.23 by a special resolution passed on 6 March 2009.

\* Previous clause 5.3 was replaced by a new clause 5.3 by a special resolution passed on 6 March 2009.

\* Previous clause 5.5 was deleted by a special resolution passed on 6 March 2009.

7 **Guarantee**

Every Company 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.

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 the RAF Central Fund (registered charity number 240424); or

8.1.2. \*by transfer to any other services charity or charities having objects similar to or including the Objects; or

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

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

9 **Interpretation**

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

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\* New clause 8.1.2 was added by a special resolution passed on 6 March 2009.

\* Previous clause 9.2 was deleted by a special resolution passed on 6 March 2009.

Company number: 06641135

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

**ARTICLES OF ASSOCIATION**

**OF**

**THE ROYAL AIR FORCE FOOTBALL ASSOCIATION\***

(As adopted by a Special Resolution of the Charity passed on 6 March 2009)

**1 Membership**

- 1.1. The Charity must maintain a register of Company Members.
- 1.2. Company Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
  - 1.2.1. applies to the Charity in the form required by the Trustees;
  - 1.2.2. is approved by the Trustees; and
  - 1.2.3. signs the register of Company Members or consents in writing to become a member.
- 1.3. The Trustees may establish different classes of membership (including informal and club membership), prescribe their respective privileges and duties, grounds for removal, set the amounts of any subscriptions and any provision relating to such membership in rules or regulations of the Charity.
- 1.4. Company Membership is terminated if the member concerned:
  - 1.4.1. gives written notice of resignation to the Charity;
  - 1.4.2. in the case of a natural person dies or is bankrupt;
  - 1.4.3. in the case of a person other than a natural person on its liquidation or if it otherwise ceases to exist;
  - 1.4.4. is more than six months in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or

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1.4.5. is removed from membership by a resolution of the Trustees passed by a majority of the Trustees entitled to attend and vote at meetings of the Trustees. The Trustees may only pass such a resolution after notifying the Company Member in writing and considering the matter in the light of any written representations which the Company Member concerned puts forward within 14 clear days after receiving notice.

1.5. Company Membership of the Charity is not transferable.

## 2 **General Meetings**

2.1. The Trustees may call general meetings. General meetings may also be called on the requisition of Company Members pursuant to the provisions of the Companies Acts.

2.2. General meetings are called on at least 14 clear days' written notice unless the holders of at least ninety percent of all the Members entitled to receive notices thereof agree that a general meeting may be convened on short notice.

2.3. Notice of a general meeting shall specify the place, the day and the hour of meeting, the business to be discussed and any other information required to be given under the Companies Acts and shall be given to all those persons as are entitled to attend and vote at a general meeting and to the auditors for the time being of the Charity.

2.4. Company Members are entitled to attend meetings of the Company Members either personally or by proxy. Proxy forms must be delivered to the Secretary at least 48 hours before the time appointed for holding the meeting.

2.5. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. There is a quorum at a general meeting if the number of Company Members present in person or by proxy is at least three.

2.6. The authorised representative of a Company Member that is not a natural person shall be counted in the quorum.

2.7. If a quorum is not present within half an hour of the time appointed for a General Meeting, the meeting is adjourned to such day and at such time and place as the Chairman may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.

2.8. A poll may be demanded at any General Meeting by the Chairman or by at least three Company Members present in person or by proxy and entitled to vote.

2.9. 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.

2.10. Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast (whether on a show of hands or by a poll).

2.11. Unless a poll is demanded, a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a

particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Association shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- 2.12. Every Company Member present in person or by proxy shall have one vote on each issue (except that no Company Member shall debate or vote (whether in person or by proxy) on any matter in which he is personally involved without the permission of the majority of persons present and voting).
- 2.13. A written resolution signed in accordance with the provisions of the Companies Acts 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 provided the requisite deadlines as prescribed the Companies Acts are met, will be treated as passed on the date of the last signature which achieves the requisite percentage to pass the type of resolution proposed.

### **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 (subject to the Board being able to increase the maximum number) not more than nine individuals, all of whom must be Company Members of the Charity and serving members of the Royal Air Force.
- 3.3. The subscribers to the Memorandum are the first Trustees. Future Trustees shall be appointed by resolution of the Board subject to article 3.4.
- 3.4. The appointment or re-appointment of one Trustee who shall be the Chairman must be approved by the RAF Sports Board.
- 3.5. The person appointed under article 3.4 and duly appointed as Chairman by the Board shall act as Chairman for so long as he is a Trustee unless he decides to resign as Chairman or is removed by a resolution of the Board and any replacement shall be approved by the RAF Sports Board.
- 3.6. From the first meeting of Trustees held after three years from the date of incorporation and at the subsequent meetings of the Trustees held at a similar time each following year, one third (or the number nearest to one third) of the Trustees must retire from office, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.7. A retiring Trustee who remains qualified may be re-appointed by the other Trustees.
- 3.8. A Trustee's term of office automatically terminates if he or she:
  - 3.8.1. ceases to be a Trustee by virtue of any provision of the Companies Acts, or is otherwise prohibited by law from being a trustee
  - 3.8.2. disqualified under the Charities Act from acting as a charity trustee;

- 3.8.3. is incapable, whether mentally or physically, of managing his or her own affairs;
  - 3.8.4. resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
  - 3.8.5. 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;
  - 3.8.6. ceases to have the required qualifications.
- 3.9. 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.

#### **4 Trustees' Proceedings**

- 4.1. The Trustees must hold at least four 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 means agreed by the Trustees in which all participants may communicate with all the other participants.
- 4.4. The Chairman (or if the Chairman is unable or unwilling to do so a Vice-Chairman duly appointed by the Trustees) shall preside 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. 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. The Trustees may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
- 4.9. In accordance with the Companies Acts, a Trustee must declare the nature and extent of any interest direct or indirect, whether personal or by virtue of a duty of loyalty or otherwise, which that Trustee has in a proposed transaction or arrangement with the Charity before that transaction or arrangement is entered into or which the Trustee has in any existing transaction or arrangement already entered into by the Charity which has not been previously declared. That Trustee shall provide sufficient information to the other Trustees to enable them to properly debate the matter and shall be absent from that part of the meeting at which the matter is discussed and shall not be counted in the quorum for that part of the meeting and shall have no vote on the matter.

- 4.10. Subject to the restrictions on making financial payments to Trustees as set out in clause 5 of the Memorandum, the Trustees may, in accordance with the requirements set out in Articles 4.11 to 4.15 inclusive, authorise any matter proposed to them by any Trustee which would, if not authorised, constitute a Trustee breaching his duty under section 175 of the CA 2006 to avoid Conflicts. For the purposes of these Articles, a “Conflict” is any direct or indirect interest of a Trustee that conflicts, or possibly may conflict, with the interests of the Charity including any conflict of interest arising in relation to a transaction or arrangement with the Charity other than those of a description specifically permitted in clause 5 of the Memorandum.
- 4.11. Any authorisation under Article 4.10 will be effective only if:
- 4.11.1. the matter in question shall have been proposed by any Trustee for consideration at a meeting of the Trustees in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine;
  - 4.11.2. any requirement as to the quorum at the meeting of the Trustees at which the matter is considered is met without counting the Trustee in question and the Trustee concerned shall be absent from that part of the meeting at which the matter is discussed;
  - 4.11.3. the matter was agreed to without his voting or would have been agreed to if his vote had not been counted; and
  - 4.11.4. the Trustees, other than the trustee concerned, consider that it is in the interests of the Charity to authorise the Conflict.
- 4.12. Any authorisation of a Conflict under Article 4.10 may (whether at the time of giving the authorisation or subsequently):
- 4.12.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
  - 4.12.2. be subject to such terms and for such duration, or impose such limits or conditions as the Trustees may determine;
  - 4.12.3. be terminated or varied by the Trustees at any time. This will not affect anything done by the Trustee prior to such termination or variation in accordance with the terms of the authorisation.
- 4.13. In authorising a Conflict the Trustees may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee has obtained any information through his involvement in the Conflict otherwise than as a Trustee of the Charity and in respect of which he owes a duty of confidentiality to another person the Trustee is under no obligation to:
- 4.13.1. disclose such information to the Trustees or to any Trustee or other officer or employee of the Charity;
  - 4.13.2. use or apply any such information in performing his duties as a Trustee,
- where to do so would amount to a breach of that confidence.

- 4.14. Where the Trustees authorise a Conflict:
- 4.14.1. the Trustee will be obliged to conduct himself in accordance with any terms imposed by the Trustees in relation to the Conflict;
  - 4.14.2. the Trustee will not infringe any duty he owes to the Charity by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Trustees impose in respect of its authorisation.
- 4.15. A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by reason of being a Trustee), to account to the Charity for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Trustees or by the Charity in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

## **5 Trustees' Powers**

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 in accordance with the Companies Acts.
- 5.2. To appoint a Chairman (as approved by the RAF Sports Board), 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. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4. To make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy.
- 5.5. To make rules or bye-laws consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees.
- 5.6. To make regulations consistent with the Memorandum, the Articles and the Companies Acts 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 or differences within the Charity.
- 5.8. To exercise any powers of the Charity which are not reserved to a general meeting.

## **6 Records and Accounts**

- 6.1. The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the independent

examination or audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 6.1.1. annual returns;
  - 6.1.2. annual reports; and
  - 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;
  - 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 time during normal office hours and may be made available for inspection by Company 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 Company member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

## 7 Notices

- 7.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any journal distributed by the Charity.
- 7.2. The only address at which a Company member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Company members.
- 7.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 7.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 7.3.2. two clear days after being sent by first class post to that address;
  - 7.3.3. three clear days after being sent by second class or overseas post to that address;
  - 7.3.4. on the date of publication of a newspaper containing the notice;
  - 7.3.5. on being handed to the member personally; or, if earlier,
  - 7.3.6. as soon as the member acknowledges actual receipt.

- 7.4. 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.

## 8 Interpretation

- 8.1. In the Memorandum and in the Articles, unless the context indicates another meaning:

‘the Articles’	means these articles of association of the Charity;
‘Chairman’	means the chairman of the Trustees;
‘the Charity’	means the above-named company governed by these Memorandum and Articles;
‘the Charities Act’	means the Charities Act 1993;
‘charity trustee’	has the meaning prescribed by section 97(1) of the Charities Act;
‘clear day’	means 24 hours from midnight following the relevant event;
‘the Commission’	means the Charity Commission for England and Wales;
‘the Companies Acts’	means the Companies Act 1985 and the Companies Act 2006 as amended from time to time and in force;
‘Company Members and Company Membership’	means company members (or membership) of the Charity having the right to vote at general meetings;
‘connected person’	means any spouse, partner, parent, child, 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 expert’	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
‘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 or an officer of the

Charity (other than the auditors) for an act or omission which is or is alleged to be negligent, in default, a breach of trust or breach of duty provided that any such insurance shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of that person and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against that person in their capacity as a Trustee or officer of the Charity;

‘informal or club membership’	refers to a supporter or subscriber who may be called a ‘member’ but is not a company member of the Charity;
‘material benefit’	means a benefit which may not be financial but has a monetary value;
‘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;
‘the Objects’	means the Objects of the Charity as defined in clause 3 of the Memorandum;
‘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 not including a fax message;
‘year’	means calendar year.

- 8.2. Expressions defined in the Companies Acts (but excluding any statutory modification hereof not in force on the date on which these Articles become binding on the Charity) have the same meaning.
- 8.3. References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 8.4. The singular includes the plural and vice versa and the masculine includes the feminine and natural genders and vice versa;

- 8.5. A person includes natural persons, firms, partnerships, companies, corporations, associates, organisations, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality).
- 8.6. The provisions of the Memorandum to the extent that they could have been contained in the Articles shall take effect as though repeated here.