



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company No. 8783434

The Registrar of Companies for England and Wales, hereby certifies that

**BERRYDOWN FOUNDATION**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **20th November 2013**



**\*N087834340\***



**Companies House**



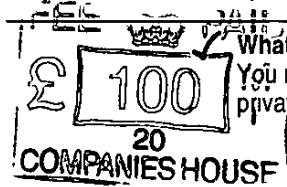
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# IN01

## Application to register a company



12-266 100 A fee is payable with this form  
Please see 'How to pay' on the last page



### What this form is for

You may use this form to register a  
private or public company

### X What this form is NOT for

You cannot use this form to  
register a limited liability partnership  
this, please use form LL IN

WEDNESDAY



LD1

\*L2LJCB1C\*

20/11/2013

#13

COMPANIES HOUSE

## Part 1 Company details

A1

### Company name

To check if a company name is available use our WebCheck service and select  
the 'Company Name Availability Search' option

[www.companieshouse.gov.uk/info](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

Berrydown Foundation

For official use

8783434

### → Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### ① Duplicate names

Duplicate names are not permitted  
A list of registered names can  
be found on our website. There  
are various rules that may affect  
your choice of name. More  
information on this is available in  
our guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A2

### Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

### ② Company name restrictions

A list of sensitive or restricted  
words or expressions that require  
consent can be found in our  
guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A3

### Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☒ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative

### ③ Name ending exemption

Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible  
to apply for this. For more details,  
please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A4

### Company type ④

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked)

- ☐ Public limited by shares  
☐ Private limited by shares  
☒ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

### ④ Company type

If you are unsure of your company's  
type, please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# IN01

## Application to register a company

**A5****Situation of registered office ①**

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

**① Registered office**

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

**A6****Registered office address ②**

Please give the registered office address of your company

Building name/number 179

Street Great Portland Street

Post town London

County/Region London

Postcode W 1 W 5 L S

**② Registered office address**

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

**A7****Articles of association ③**

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only **one** box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only **one** box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

**③** For details of which company type can adopt which model articles, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A8****Restricted company articles ④**

Please tick the box below if the company's articles are restricted

☐**④ Restricted company articles**

Restricted company articles are those containing provision for entrenchment For more details, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Application to register a company

**Part 2****Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.**

**Secretary****B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.  
**For a corporate secretary, complete Sections C1-C5.**

Title *	
Full forename(s)	
Surname	
Former name(s) ②	

**① Corporate appointments**

For corporate secretary appointments, please complete section C1-C5 instead of section B.

**Additional appointments**

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**B2****Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

**③ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

**B3****Signature ④**

I consent to act as secretary of the proposed company named in **Section A1**.

Signature	Signature  
-----------	--

**④ Signature**

The person named above consents to act as secretary of the proposed company.

# IN01

Application to register a company

## Corporate secretary

**C1**

### Corporate secretary appointments ①

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

**Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

**C2**

### Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

→ **Yes** Complete **Section C3** only

→ **No** Complete **Section C4** only

**C3**

### EEA companies ②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ③

Registration number

**② EEA**

A full list of countries of the EEA can be found in our guidance [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**③** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

**C4**

### Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

**C5**

### Signature ⑤

I consent to act as secretary of the proposed company named in **Section A1**.

Signature

Signature

X

X

**⑤ Signature**

The person named above consents to act as corporate secretary of the proposed company

# IN01

## Application to register a company

### Director

**D1**

#### Director appointments ①

Please use this section to list all the director appointments taken on formation  
**For a corporate director, complete Sections E1-E5.**

Title *	Ms
Full forename(s)	Miel
Surname	de Botton
Former name(s) ②	
Country/State of residence ③	London UK
Nationality	Swiss
Date of birth	d 2 d 7 m 0 m 2 y 1 y 9 y 6 y 8
Business occupation (if any) ④	Singer/Foundation Director

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2**

#### Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

**⑤ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

**D3**

#### Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X Miel de Botton X
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**⑥ Signature**

The person named above consents to act as director of the proposed company.

# IN01

## Application to register a company

### Director

D1 Director appointments ①	
Please use this section to list all the director appointments taken on formation <b>For a corporate director, complete Sections E1-E5.</b>	
Title *	Mr
Full forename(s)	Peter Glyn Charteris
Surname	Mallinson
Former name(s) ②	
Country/State of residence ③	UK
Nationality	UK
Date of birth	d 2 d 5 m 0 m 7 y 1 y 9 y 5 y 9
Business occupation (if any) ④	Investment Management

**① Appointments**  
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section D4.

**④ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.


**Additional appointments**  
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2 Director's service address ⑤	
Please complete the service address below. You must also fill in the director's usual residential address in <b>Section D4</b> .	
Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

**⑤ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3 Signature ⑥	
I consent to act as director of the proposed company named in <b>Section A1</b> .	
Signature	<div>Signature</div> <div>X  X</div>

**⑥ Signature**  
The person named above consents to act as director of the proposed company.

# IN01 - continuation page

Application to register a company

## Director

<b>D1</b>	<b>Director appointments ①</b>	
	Please use this section to list all the directors of the company <b>For a corporate director, complete Sections E1-E5.</b>	
Title *	Ms	
Full forename(s)	Emily	
Surname	Tsingou	
Former name(s) ②		
Country/State of residence ③	London UK	
Nationality	Greek	
Date of birth	d2 d1 m0 m8 y1 y9 y6 y8	
Business occupation (if any) ④	Art Advisor	

**① Appointments**  
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section D4.

**④ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

<b>D2</b>	<b>Director's service address ⑤</b>	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode		
Country		

**⑤ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

<b>D3</b>	<b>Signature ⑥</b>	
	I consent to act as director of the proposed company named in Section A1.	
Signature	Signature X Emily Tsingou [Signature] X	

**⑥ Signature**  
The person named above consents to act as director of the proposed company.



# IN01 - continuation page

Application to register a company

## Director

<b>D1</b>	<b>Director appointments ①</b>	
Please use this section to list all the directors of the company <b>For a corporate director, complete Sections E1-E5.</b>		
Title *	Dr	
Full forename(s)	James Michael	
Surname	Bradburne	
Former name(s) ②		
Country/State of residence ③	Italy	
Nationality	UK/Canada	
Date of birth	d3 d0 m0 m9 y1 y9 y5 y5	
Business occupation (if any) ④	Museum Professional	

**① Appointments**  
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section D4.

**④ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

<b>D2</b>	<b>Director's service address ⑤</b>	
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.		
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode		
Country		

**⑤ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.



<b>D3</b>	<b>Signature ⑥</b>	
I consent to act as director of the proposed company named in Section A1.		
Signature	Signature X <i>James Michael Bradburne</i> X	

**⑥ Signature**  
The person named above consents to act as director of the proposed company.

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Application to register a company

## Corporate director

<b>E1</b>	<b>Corporate director appointments ①</b>		<b>① Additional appointments</b> If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page  <b>Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
	Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
<b>E2</b>	<b>Location of the registry of the corporate body or firm</b>		
	Is the corporate director registered within the European Economic Area (EEA)? → <b>Yes</b> Complete <b>Section E3 only</b> → <b>No</b> Complete <b>Section E4 only</b>		
<b>E3</b>	<b>EEA companies ②</b>		<b>② EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>  <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
<b>E4</b>	<b>Non-EEA companies</b>		<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
If applicable, the registration number			
<b>E5</b>	<b>Signature ⑤</b>		
	I consent to act as director of the proposed company named in <b>Section A1</b> .		
Signature	Signature  		<b>⑤ Signature</b> The person named above consents to act as corporate director of the proposed company

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Application to register a company

**Part 3****Statement of capital**

Does your company have share capital?

→ **Yes** Complete the sections below→ **No** Go to **Part 4 (Statement of guarantee)****F1****Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling  
If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**.

Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
<b>Totals</b>				£

**F2****Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies  
Please complete a separate table for each currency

Currency

Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
<b>Totals</b>				

Currency

Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
<b>Totals</b>				

**F3****Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate  
nominal value ④

④ **Total aggregate nominal value**  
Please list total aggregate values in  
different currencies separately For  
example £100 + €100 + \$10 etc

① Including both the nominal value and any  
share premium② Number of shares issued multiplied by  
nominal value of each share**Continuation Pages**Please use a Statement of Capital continuation  
page if necessary

② Total number of issued shares in this class

# IN01

Application to register a company

**F4**

## Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**.

Class of share

Prescribed particulars

**1**

### **1 Prescribed particulars of rights attached to shares**

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

#### **Continuation pages**

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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## Application to register a company

Class of share

Prescribed particulars

1

### 1 Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

#### Continuation pages

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

# IN01

## Application to register a company

**F5**

### Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

#### Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

**Part 4****Statement of guarantee**

Is your company limited by guarantee?

→ **Yes** Complete the sections below→ **No** Go to **Part 5** (Statement of compliance)**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

**1 Name**

Please use capital letters

**2 Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

**3 Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

**Subscriber's details**

Forename(s) <b>1</b>	Emily
Surname <b>1</b>	Tsingou
Address <b>2</b>	179 Great Portland Street
	London
Postcode	W 1 W 5 L S
Amount guaranteed <b>3</b>	£1 00

**Subscriber's details**

Forename(s) <b>1</b>	Miel
Surname <b>1</b>	de Botton
Address <b>2</b>	179 Great Portland Street
Postcode	W 1 W 5 L S
Amount guaranteed <b>3</b>	£1.00

**Subscriber's details**

Forename(s) <b>1</b>	Peter Glyn Charteris
Surname <b>1</b>	Mallinson
Address <b>2</b>	179 Great Portland Street
Postcode	W 1 W 5 L S
Amount guaranteed <b>3</b>	£1 00

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## Application to register a company

### Subscriber's details

Forename(s) ①	James Michael
Surname ①	Bradburne
Address ②	179 Great Portland Street
Postcode	W 1 W 5 L S
Amount guaranteed ③	£1 00

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

### Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

#### ① Name

Please use capital letters

#### ② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

#### ③ Amount guaranteed

Any valid currency is permitted

#### Continuation pages

Please use a 'Subscribers' continuation page if necessary



IN01

Application to register a company

## Part 5

### Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- **No** Go to **Section H1** (Statement of compliance delivered by the subscribers)
- **Yes** Go to **Section H2** (Statement of compliance delivered by an agent)




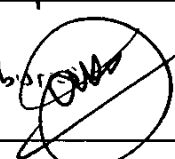
**H1**

#### Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

**① Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature	Signature X Muel de Botton  X
Subscriber's signature	Signature X Emily Tsingo  X
Subscriber's signature	Signature X Peter Mallinson  X
Subscriber's signature	Signature X James Goodbridge  X
Subscriber's signature	Signature X X X
Subscriber's signature	Signature X X X
Subscriber's signature	Signature X X X
Subscriber's signature	Signature X X X

IN01

Application to register a company

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

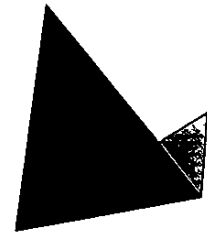
**Continuation pages**  
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign

H2

**Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with	
Agent's signature	Signature X	X



**HowardKennedyFSI**  
New perspectives

**COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**

**The Memorandum and Articles of**  
**BERRYDOWN FOUNDATION**

**Date of Incorporation:**

**Company Number:**

**Registered Charity Number:**

**HMRC Tax Reference Number:**

HowardKennedyFSI LLP  
179 Great Portland Street  
London W1W 5LS  
Tel 0207 323 4000  
Fax 0207 580 7069  
DX 42739 (OXFORD CIRCUS NORTH)  
Web [www.hkfsi.com](http://www.hkfsi.com)  
6746610-1

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF  
BERRYDOWN FOUNDATION

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by each subscriber

MIEL DE BOTTON

*MdB*

EMILY TSINGOU

*Emily Tsingou*

PETER G C MALLINSON

*Peter G C Mallinson*

JAMES M<sup>rs</sup> BRADBURN

*James M<sup>rs</sup> Bradburn*

Date 18 November 2013

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**COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION OF**  
**BERRYDOWN FOUNDATION**

**1 NAME**

The name of the company is Berrydown Foundation (the “**Charity**”)

**2 REGISTERED OFFICE**

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

**3 LIMITED LIABILITY**

The liability of **members** is limited

**4 GUARANTEE**

Every member promises, if the Charity is dissolved while he is a member or within 12 **months** after he ceases to be a member, to contribute such sum as may be demanded of him, up to £10 maximum, towards the costs of dissolution and the liabilities incurred by the Charity while he was a member

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**5 OBJECTS**

The **Objects** of the Charity are

- 5 1 to establish an art gallery and education centre and to acquire works of art in order to build up a permanent collection for display and study
- 5 2 to borrow on such terms as the Trustees think fit works of Art belonging to Miel de Botton or others for display and study
- 5 3 to provide temporary exhibitions, both indoors and outdoors

- 5 4 to raise and educate the artistic taste of the public whether in relation to sculpture, painting, the applied and other visual arts, and in relation to music, drama, dance and opera, and the fine arts generally
- 5 5 to create and provide public programmes in matters related to the arts
- 5 6 to provide short-term artist residencies to enable artists to realise special projects, with the intention that the artists concerned will become involved in educational workshops, projects and lectures to be attended by the public
- 5 7 to provide a venue for school and university students and students of other educational institutions to study the visual arts and fine arts, to meet artists in residence and engage with artists, and to take part in educational activities
- 5 8 to provide a resource library of books on artists, audios, films, exhibition catalogues, ephemera, art education resources and art magazines, available for consultation by the public and , particularly by artists, students and teachers
- 5 9 to do any of the above at Berrydown Court or elsewhere

## 6 POWERS

The Charity has the power to do anything which is calculated to further the Objects or is conducive to or incidental to doing so In particular, the Charity has the following powers

- 6 1 To promote or carry out research, provided that the useful results of such research are placed in the public domain
  - 6 2 To provide advice
  - 6 3 To publish or distribute information
  - 6 4 To co-operate with other bodies
  - 6 5 To acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity
- 
- 6 6 To support, administer or set up other charities
  - 6 7 To raise funds (but not by means of **taxable trading**)
  - 6 8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**)
  - 6 9 To acquire or hire property of any kind
  - 6 10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act)
  - 6 11 To make grants or loans of money and to give guarantees
  - 6 12 To set aside funds for special purposes or as reserves against future expenditure

- 6 13 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)
- 6 14 To delegate the management of investments to a **financial expert**, but only on terms that
- (a) the investment policy is set down in **writing** for the financial expert by the Trustees,
  - (b) every transaction is reported promptly to the Trustees,
  - (c) the performance of the investments is reviewed regularly with the Trustees,
  - (d) the Trustees are entitled to cancel the delegation arrangement at any time,
  - (e) the investment policy and the delegation arrangement are reviewed at least once a **year**,
  - (f) 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
  - (g) the financial expert must not do anything outside the powers of the Trustees
- 6 15 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
- 6 16 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
- 6 17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 6 18 To provide indemnity insurance for the Trustees in accordance with and subject to the conditions in, section 189 of the Charities Act 2011
- 6 19 Subject to Article 8, to employ paid or unpaid agents, staff or advisers
- 6 20 To enter into contracts to provide services to or on behalf of other bodies
- 6 21 To establish or acquire subsidiary companies to assist or act as agents for the Charity
- 6 22 To pay the costs of forming and registering the Charity both as a company and as a charity
- 6 23 To do anything else within the law which promotes or helps to promote the Objects

## 7 MEMBERS' BENEFITS

- 7 1 The income and property of the Charity must be applied solely towards the promotion of the Objects and do not belong to the members
- 7 2 Members may only benefit from the Charity to the extent that they, as Trustees, are authorised to do so under Article 8

7 3 Subject to Article 7 2, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members

## 8 TRUSTEES' BENEFITS

8 1 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except

- (a) a benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with Article 6 18
- (b) as mentioned in Articles 8 2 (remuneration) or 8 3 (contractual payments),
- (c) charitable benefits on the same terms as any other beneficiaries of the Charity
- (d) interest at a reasonable rate on money lent to the Charity,
- (e) reasonable rent or hiring fee for property or equipment let or hired to the Charity,
- (f) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
- (g) an indemnity in respect of any liabilities properly incurred by in running the Charity in his or her capacity as a Trustee (including the costs of a successful defence to legal proceedings, or in connection with any application in which relief is granted by the Court from liability for negligence, default or breach of duty or breach of trust in relation to the Charity),
- (h) payment to any company in which a Trustee has no more than a two per cent shareholding,
- (i) taking part in the normal trading and fundraising activities of the Charity on the same terms as members of the public,
- (j) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)

8 2 A Trustee or **connected person** may be employed (and remunerated for such employment) by the Charity subject to compliance with the following conditions

- (a) the remuneration shall be no more than reasonable, looking only at the interests of the Charity,
- (b) the remuneration shall be in respect of the employment which the Trustee holds and not for being a Trustee,
- (c) a remunerated Trustee shall leave any meeting of the Trustees while any matter relating to his remuneration or performance is under discussion,
- (d) the remuneration of an employed Trustee shall be disclosed in the annual report of the Charity,



- (e) there shall always be a majority of Trustees who are not employed or remunerated by the Charity,
- (f) if any employed (or formerly employed) Trustee brings or threatens any claim whatsoever against the Charity in any Court or tribunal arising out of the employment or its termination including (but not limited to) a claim for compensation for unfair or wrongful dismissal, redundancy pay (other than statutory redundancy pay) or loss of office the Trustee concerned shall forthwith resign from office as a Trustee and shall not be reappointed as a Trustee while such claim is pending

8 3 A Trustee or a connected person may enter into a contract with the Charity to supply or buy goods or services in return for a payment or other material benefit if

- (a) the goods or services are actually required by the Charity,
- (b) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and
  - (i) is set at a meeting of the Trustees in accordance with the procedure in Article 8 4, and
  - (ii) is set out in an agreement in writing between the Charity or its Trustees and the supplier of the goods and services
- (c) the other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so
- (d) the reason for the Trustees' decision to contract with a Trustee or connected person is recorded in the minute book
- (e) no more than one half of the Trustees are interested in such a contract in any financial year

8 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he must

- (a) declare an interest before the meeting or at the meeting before discussion begins on the matter,
- (b) be absent from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting, and
- (d) be absent during the vote and have no vote on the matter

8 5 In this Article 8, "Charity" includes any company in which the Charity

- (a) holds more than 50% of the shares,

- (b) controls more than 50% of the voting rights attached to the shares, or
- (c) has the right to appoint one or more Trustees to the board of the company

Paragraphs 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article 8 5

8 6 This Article 8 must not be amended without the written consent of the Commission in advance

## 9 CONFLICTS OF INTEREST

9 1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply

- (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
- (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting, and
- (c) the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying

9 2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to the Trustee or to a connected person

## 10 TRUSTEES

10 1 The Trustees as **charity trustees** have control of the Charity and its property and funds, and are also the directors of the company limited by guarantee which constitutes the Charity

10 2 The subscribers to the Memorandum are the first Trustees

10 3 A Trustee must be a natural person aged 18 years or older, and not disqualified from acting under the provisions of Article 10 11(a) (b) or (c)

10 4 The number of Trustees shall be not less than three and not more than 15, all of whom must be members in accordance with Article 14 5

10 5 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he may act as a Trustee or vote at any meeting of the Trustees

10 6 One third (or the number nearest one third) of the Trustees must retire each year, those longest in office since being appointed or (if applicable) last reappointed retiring first and the choice between any of equal service being made by drawing lots

- 10 7 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 10 4) as an additional Trustee, but a co-opted Trustee shall retire at the next AGM
- 10 8 A retiring Trustee who is eligible under Article 10 3 may be reappointed
- 10 9 A Trustee cannot appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees
- 10 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
- 10 11 A Trustee's term of office automatically terminates if he
- (a) ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Trustee,
  - (b) is disqualified under the Charities Act from acting as a charity trustee,
  - (c) is incapable, whether mentally or physically, of managing his or her own affairs,
  - (d) fails (within three months after appointment) to become a member or ceases to be a member (but such a person may be reinstated as a Trustee by resolution passed by all the other Trustees on taking or resuming membership of the Charity before the next general meeting),
  - (e) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
  - (f) is removed by resolution of the other Trustees, being at least two in number, if they consider this to be in the best interests of the Charity, after they have invited the views of the Trustee concerned and considered the matter in the light of any such views. Such a resolution may comprise both removal as a Trustee under this Article and removal as a member under Article 15 1(d)

## **11 PROCEEDINGS OF TRUSTEES**

- 11 1 The Trustees must hold at least two meetings each year
- 11 2 Any Trustee may call a meeting of the Trustees
- 11 3 A quorum at a meeting of the Trustees is two Trustees. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee can act only for the purpose of filling vacancies or of calling a general meeting
- 11 4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants can communicate with all the other participants
- 11 5 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

11 6 Every issue is to be determined by a simple majority of the votes cast at a meeting of the Trustees, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution can be contained in more than one document and will be treated as passed on the date of the last signature.

11 7 Every Trustee has one vote on each issue, but in the event of a tie, the chair of the meeting has a casting vote.

11 8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting, but this does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him by a resolution of the Trustees or of a committee of Trustees if, but for this Article, the resolution would have been void, or if the Trustee has not complied with Article 8 4.

## 12 POWERS OF TRUSTEES

12 1 The Trustees have the following powers in the administration of the Charity:

- (a) to appoint (and remove) any member (who may be a Trustee) to act as a company secretary in accordance with the Companies Acts,
- (b) to appoint a Chair, Treasurer and other honorary officers from among their number,
- (c) 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,
- (d) 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,
- (e) to make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees,
- (f) 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),
- (g) to confer on any individual or organisation (with their consent) the honorary title of Sponsor, Patron, President or Vice-President of the Charity or such other title of honour (and for such duration and on such terms) as the Trustees determine,
- (h) to establish a group or groups of supporters of the Charity and prescribe their respective privileges and obligations and set the amounts of any subscriptions. Such persons shall not be members within the meaning of section 112 of the Companies Act 2006, but will be **informal members**,
- (i) to establish procedures to assist the resolution of disputes or differences within the Charity, and

- (j) to exercise any powers of the Charity which are not reserved to a general meeting

12 2 No alteration of the Articles or members' resolution has retrospective effect to invalidate any prior act of the Trustees

## 13 RECORDS AND ACCOUNTS

13 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

- (a) annual returns,
- (b) annual reports, and
- (c) annual statements of account

13 2 The Trustees must keep proper records of

- (a) all proceedings at general meetings,
- (b) all proceedings at meetings of the Trustees,
- (c) all reports of committees, and
- (d) all professional advice obtained

13 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 members who are not Trustees if the Trustees so decide

13 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or 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

## 14 MEMBERS

14 1 The subscribers to the **Memorandum** are the first members of the Charity

14 2 Membership is not transferable

14 3 Every person on becoming a member must sign the register of members or consent in writing to become a member

14 4 The Trustees must keep a register of names and addresses of the members

14 5 Membership of the Charity shall be co-terminous with the trusteeship of the Charity and accordingly,

- (a) every Trustee shall become a member of the Charity as soon as reasonably possible after becoming a Trustee and shall continue as a member for so long as the Trustee holds office as a Trustee, and
- (b) no-one may be a member of the Charity unless they are a Trustee

## **15 TERMINATION OF MEMBERSHIP**

### **15 1 Membership is terminated if the member concerned**

- (a) dies,
- (b) gives written notice of resignation to the Charity unless, after the resignation, there would be fewer than two members,
- (c) ceases to be a Trustee (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Trusteeship of the Charity before the next general meeting),
- (d) is removed from membership by resolution of the Trustees (being at least two in number apart from the member) if they consider this to be in the best interests of the Charity, after they have invited the views of the member concerned and considered the matter in the light of any such views. If a Trustee, the member who is the subject of the resolution may not vote on it. Such a resolution may comprise both removal as a member under this Article and removal as a Trustee under Article 10 11(f)

## **16 NOTICE OF GENERAL MEETINGS**

- 16 1 The Trustees may call a general meeting at any time on at least 14 clear days' notice. The notice must be given to all the members and to the Trustees and auditors
- 16 2 A general meeting may be called by shorter notice if this is agreed by a majority in number of members having a right to attend and vote at the meeting
- 16 3 A general meeting must be called within 21 clear days on a written request from at least two members
- 16 4 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006
- 16 5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity

## 17 PROCEEDINGS AT GENERAL MEETINGS

- 17 1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the start of the meeting )
- 17 2 No business may be transacted at any general meeting unless a quorum is present A quorum is the greater of
- (a) two members present in person or by proxy, or
  - (b) two thirds of the total membership at the time,
- 17 3 The **Chair** or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 17 4 The first AGM must be held within 18 months after the Charity's incorporation After that, the Charity must hold an AGM in every year
- 17 5 Members being Trustees must annually at the AGM
- (c) receive the accounts of the Charity for the previous financial year,
  - (d) receive a written report on the Charity's activities,
  - (e) be informed of the retirement of those Trustees who wish to retire or whose term of office expires at the AGM,
  - (f) elect Trustees to fill the vacancies arising,
  - (g) appoint reporting accountants or auditors for the Charity,
- 17 6 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Trustees

## 18 VOTING AT GENERAL MEETINGS

- 18 1 Except where otherwise provided by the **Articles** or the **Companies Acts**, every issue is decided by a majority of the votes cast Every member present in person or by proxy has one vote on each issue
- 18 2 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded
- 18 3 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution 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

**19 MEANS OF COMMUNICATION TO BE USED**

- 19 1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity
- 19 2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being
- 19 3 Any notice to be given to or by any person pursuant to the Articles
- (a) must be in writing, or
  - (b) must be given in electronic form
- 19 4 The Charity may give any notice to a member either
- (a) personally, or
  - (b) by sending it by post in a prepaid envelope addressed to the member at his or her address, or
  - (c) by leaving it at the address of the member, or
  - (d) by giving it in electronic form to the member's electronic address
- 19 5 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom is not entitled to receive any notice from the Charity
- 19 6 A member present in person at any meeting of the Charity is deemed to have received notice of the meeting and of the purposes for which it was called
- 19 7 Proof that an envelope containing a notice was properly addressed, prepaid and posted is conclusive evidence that the notice was given
- 19 8 Proof that an electronic form of notice was given is conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006
- 19 9 In accordance with section 1147 of the Companies Act 2006 notice is deemed to be given
- (a) 48 hours after the envelope containing it was posted, or
  - (b) in the case of an electronic form of communication, 48 hours after it was sent



## **20 DISSOLUTION**

20 1 The members or Trustees of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, should on or before the dissolution of the Charity be applied or transferred in any of the following ways

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (b) directly for the Objects or for charitable purposes which are within or similar to the Objects,
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance

20 2 In no circumstances may the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no resolution in accordance with Article 20 1 is passed by the members or the Trustees the net assets of the Charity must be applied for charitable purposes as directed by the Court or the Commission

20 3 A final report and statement of account must be sent to the Commission

## **21 GOVERNING LAW**

The Memorandum and Articles of the Charity are governed by the law of England and Wales

## **22 INTERPRETATION**

22 1 In the Memorandum and in the Articles, unless the context indicates another meaning

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

‘Chair’ means the chairperson of the Trustees,

‘the Charity’ means the company governed by the Articles,

‘the Charities Act’ means the Charities Acts 1992-2011 and any legislation in force from time to time re-enacting or amending those Acts, or otherwise governing the law of charity in England,

‘charity trustee’ has the meaning prescribed by section 177 of the Charities Act 2011

‘clear day’ means 24 hours from midnight following the relevant event,

‘the Commission’ means the Charity Commissioners for England and Wales,

‘the Companies Acts’ means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Charity) and any legislation in force from time to time re-enacting or amending those Acts,

'connected person' means

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee,
- (b) the spouse or civil partner of the Trustee or of any person falling within (a) above
- (c) a person carrying on business in partnership with the Trustee or with any person falling within (a) or (b) above
- (d) an institution which is controlled -
  - (i) by the Trustee or any connected person falling within (a) - (c) above, or
  - (ii) by two or more persons falling within (i), when taken together
- (e) a body corporate in which
  - (i) the Trustee or any connected person falling within (a) - (c) above has a substantial interest, or
  - (ii) two or more persons falling within (i) who, when taken together, have a substantial interest

Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition,

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them,

'electronic means' refers to communications by telephone, fax or email, or in relation to meetings, by telephone conference call or video conference,

'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,

'informal member' means a supporter of the Charity 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,

'member' and 'membership' refer to company membership of the Charity, except in relation to informal membership,

'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,

‘signed’ in relation to an email means an email which has been sent by or on behalf of one or more named Members from the email address of a Member, and is signed in printed email form, and in relation to a fax includes a faxed signature

‘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 Trustee of the Charity The Trustees are the **charity trustees**,

‘written,’ ‘write’ or ‘in writing’ refers to a legible document on paper, or a document sent by electronic means which is capable of being printed out on paper, and ‘document’ has a corresponding meaning

‘year’ means calendar year

- 22 2 Expressions defined in the Companies Acts have the same meaning, but excluding any statutory modification not in force when this constitution becomes binding on the charity
- 22 3 Apart from the exception mentioned in Article 22 2, 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
- 22 4 Words importing one gender shall include all genders, and the singular includes the plural and vice versa