

**The Companies Act 2006**

**Company Limited by Guarantee  
and not having a Share Capital**

**Articles of Association**

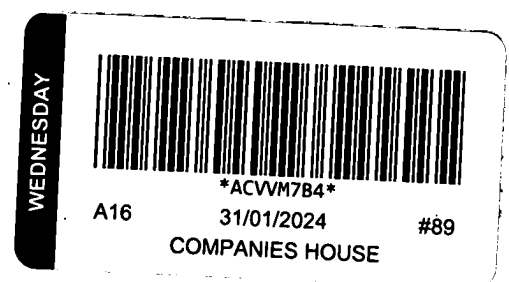
**of**

**TWINING ENTERPRISE**

**Company Number 03045939**

**Incorporated on: 13 April 1995**

**As adopted with effect from 31 January 2024 by written resolution passed on 24 January 2024**



**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**TWINING ENTERPRISE**

**1 NAME**

- 1.1 The name of the company is Twining Enterprise (the "**Charity**").

**2 REGISTERED OFFICE**

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

**3 OBJECTS**

The objects of the Charity are

- 3.1 the relief of need in people with mental health conditions in such ways as may be thought fit, including by (but not limited to):
- 3.1.1 supporting them into work and towards being ready and available for work through the provision of educational, vocational and other training opportunities; and
  - 3.1.2 promoting the employment and retention in employment of people with mental health conditions by working with employers and others concerned with improving prospects of people with mental health conditions;
- 3.2 promoting public understanding and awareness of mental health conditions;
- 3.3 working with others to relieve the needs of those suffering from disorders which commonly co-occur with mental health conditions, including by (but not limited to) addiction, musculo-skeletal conditions and other disabilities.
- (the "**Objects**")
- 3.4 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

**4 POWERS**

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

- 4.1 to provide advice, training, motivational support, counselling, information or any other charitable activity required to support people with mental health conditions into work or to support employers to employ and retain people with mental health conditions;
- 4.2 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;
- 4.3 to carry out research and to publish and distribute the useful results;
- 4.4 to provide, publish or distribute information and to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.5 to advertise in such manner as may be thought expedient;
- 4.6 to co-operate with other bodies and to exchange information and advice with them;
- 4.7 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.8 to accept gifts and to raise funds (including through factoring or by issuing debt instruments but not by means of Taxable Trading) carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
- 4.9 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
  - 4.9.1 ancillary to the transaction;
  - 4.9.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
  - 4.9.3 not a purely speculative transaction;
- 4.10 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.11 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.12 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) provided that the Charity shall have power to retain any investments donated to it;

- 4.13 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.13.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 4.13.2 timely reports of all transactions are provided to the Trustees;
  - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.13.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 4.13.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.14 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.15 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.18 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.19 to enter into contracts or sub-contracts to provide services to or on behalf of other bodies, including, but not limited to, entering into contracts with government agencies or local authorities;
- 4.20 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.21 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity; and
- 4.22 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

## **5 BENEFITS AND CONFLICTS FOR THE MEMBER AND TRUSTEES**

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects as set forth in these articles and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise howsoever by way of profit, to the Members of the Charity, and no member of its Council of Management or Governing Body shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity.
- 5.2 Provided that nothing herein shall prevent any payment in good faith by the Charity:
- 5.2.1 Of reasonable and proper remuneration to any Member, officer or servant of the Charity (not being a member of the Council of Management or Governing Body) for any services rendered to the Charity;
  - 5.2.2 Of interest on money lent by the Member of the Charity or its Council of Management or Governing Body at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Council of Management or Governing Body;
  - 5.2.3 Of reasonable and proper rent for premises demised or let by the Member of the Charity or of its Council of Management or Governing Body;
  - 5.2.4 Of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management or Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and
  - 5.2.5 To any member of the Council of Management or Governing body of reasonable out of pocket expenses.
- 5.3 Subject to Article 5.4, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.3.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
  - 5.3.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 5.3.3 not be counted in the quorum for that part of the meeting; and
  - 5.3.4 be absent during the vote and have no vote on the matter.
- 5.4 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:

- 5.4.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
  - 5.4.2 to disclose information confidential to the Charity to a third party; or
  - 5.4.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.5 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.3 and then withholds such confidential information from the Charity.
- 5.6 For any transaction or arrangement authorised under these Articles the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.3 have been followed.
- 5.7 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

## **6 MEMBERSHIP**

- 6.1 The only Member of the Charity is Hestia.
- 6.2 Membership of the Charity is not transferable.
- 6.3 The Trustees may establish different classes of Membership and recognise one or more classes of supporters who are not Members and set out their respective rights and obligations.

## **7 LIABILITY OF THE MEMBER AND GUARANTEE**

- 7.1 The liability of Member is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a Member or within one year after they cease to be the Member for:
- 7.1.1 payment of those debts and liabilities of the Charity incurred before they ceased to be the Member;
  - 7.1.2 payment of the costs, charges and expenses of winding up the Charity; and
  - 7.1.3 the adjustment of rights of contributors among themselves.

## **8 GENERAL MEETINGS OF THE MEMBER**

- 8.1 A general meeting may be called at any time by the Trustees and must be called on a request from the Member.
- 8.2 Subject to Article 8.3, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying:
- 8.2.1 the time, date and place of the meeting;
  - 8.2.2 the general nature of the business to be transacted;
  - 8.2.3 the terms of any proposed special resolution; and
  - 8.2.4 notifying the Member of their right to appoint a proxy under section 324 of the Act.
- 8.3 A general meeting may be called by shorter notice if it is agreed by the Member.
- 8.4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to:
- 8.4.1 the Member;
  - 8.4.2 the auditor for the time being of the Charity; and
  - 8.4.3 each Trustee,
- and no other person shall be entitled to receive notice of general meetings.
- 8.5 The Member is entitled to appoint another person as its proxy to exercise all or any of its rights to attend and to speak and vote at a general meeting of the Charity.
- 8.6 The Member may authorise any person to act as its representative at any meeting of the Charity. Such a representative shall, subject to Article 8.7, be entitled to exercise on behalf of the Member the same powers as the Member could exercise if it were an individual Member of the Charity.
- 8.7 Written notice of the representative's authority shall be given to the Charity, failing which the Charity shall not be required to accept the right of the representative to exercise the organisation's rights at meetings. Any such notice given to the Charity shall be conclusive evidence that the representative is entitled to represent the Member and that the representative's authority has not been revoked. The Charity shall not be required to consider whether the representative has been properly authorised by the Member.
- 8.8 The Charity shall be entitled to regard the representative as eligible to represent the Member until written notice to the contrary is received by the Charity.
- 8.9 No business shall be transacted at any meeting unless a quorum is present.. The duly authorised representative of the Member acting in person shall be a quorum.

- 8.10 Except where otherwise provided by the Articles or the Act, every issue at a general meeting is decided by an ordinary resolution.
- 8.11 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Member may decide.
- 8.12 Subject to the provisions of the Act:
- 8.12.1 Save for a resolution to remove a Trustee before the expiration of their period of office or to remove an auditor before the expiration of their term of office, any resolution of the Member may be proposed and passed as a written resolution in accordance with the Act.
- 8.12.2 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

## **9 THE TRUSTEES**

- 9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 9.2 New Trustees are appointed by the current Trustees at a First Trustee Meeting. New Trustees are appointed for such term of office as the current Trustees deem appropriate. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 9.5.
- 9.3 The minimum number of Trustees shall be three (unless otherwise determined by ordinary resolution) and the maximum number of Trustees that may be appointed shall be twelve.
- 9.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees.
- 9.5 A Trustee's term of office automatically terminates if:
- 9.5.1 he or she dies;
- 9.5.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
- 9.5.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
- 9.5.4 he or she is absent without permission from all the meetings of the Trustees in any twelve month period, unless the other Trustees decide that that Trustee's office should not be terminated;
- 9.5.5 he or she resigns by written notice to the Trustees (but only if at least three Trustees will remain in office); or

- 9.5.6 he or she is removed by resolution passed by the Member 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.
- 9.6 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 9.3) as an additional Trustee but a co-opted Trustee holds office only until the next First Trustee Meeting.
- 9.7 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **10 PROCEEDINGS OF TRUSTEES**

- 10.1 The Trustees must hold at least two meetings each year.
- 10.2 Any Trustee may at any time call a meeting of the Trustees.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom) specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 A quorum at a meeting of the Trustees is three Trustees or one-third of the total number of Trustees, whichever is greater, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.4.
- 10.5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously but at least one meeting in each year must be held in person.
- 10.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by 75% of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.4) is as valid as a resolution passed at a meeting provided that:
- 10.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
- 10.7.2 75% of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.

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.

- 10.8 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.9 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 10.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **11 POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 11.1 to appoint (and remove) a Chairperson, Secretary, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 11.2 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 11.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
- 11.3.1 impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;
- 11.3.2 revoke or alter a delegation;
- 11.4 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;
- 11.5 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 11.6 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:

- 11.6.1 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
  - 11.6.2 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;
  - 11.6.3 generally, all such matters as are commonly the subject matter of company rules;
- provided that;
- 11.6.4 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;
  - 11.6.5 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Member;
  - 11.6.6 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles; and
  - 11.6.7 the rules or bye laws shall be binding on all Member;
- 11.7 to establish procedures to assist the resolution of disputes within the Charity; and
  - 11.8 to exercise any powers of the Charity which are not reserved to the Member.

## **12 RECORDS & ACCOUNTS**

- 12.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 12.1.1 annual reports;
  - 12.1.2 annual returns; and
  - 12.1.3 annual statements of account.
- 12.2 The Trustees must keep records of:
  - 12.2.1 all proceedings at general meetings;
  - 12.2.2 all proceedings at meetings of the Trustees;
  - 12.2.3 all reports of committees; and
  - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

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

### **13 MEANS OF COMMUNICATION TO BE USED**

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 13.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 13.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 13.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 13.4 The Charity may deliver a Document to the Member:
- 13.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
  - 13.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
  - 13.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
  - 13.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
  - 13.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
  - 13.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 13.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 13.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

13.6.1 forty eight hours after it was posted, if first class post was used; or

13.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

13.6.3 properly addressed; and

13.6.4 put into the post system or given to delivery agents with postage or delivery paid.

13.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.

13.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.

13.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

13.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

13.11 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.

13.12 A Member present in person or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

13.13 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 shall not be entitled to receive any notice from the Charity.

## **14 EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008 are hereby expressly excluded.

## **15 INDEMNITY**

15.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, 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.

- 15.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity.
- 15.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
  - 15.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

## **16 DISSOLUTION**

- 16.1 If upon winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed to the Member of the Charity but shall be given or transferred to some other charitable institution or institutions having objects which are similar to the Objects of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 5 of these Articles, such institution or institutions to be determined by the Member of the Charity at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable object.
- 16.2 A final report and statement of account must be sent to the Commission.
- 16.3 This Article may not be amended without the prior written consent of the Commission.

## **17 INTERPRETATION**

- 17.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 17.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.
- 17.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 17.4 In these Articles:

**"Act"** means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

**"Address"** means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

<b>"these Articles"</b>	means these articles of association;
<b>"Chairperson"</b>	means the Trustee appointed by the Trustees to act as Chairperson under Article 11.1;
<b>"the Charities Act"</b>	means the Charities Act 2011;
<b>"Charity Trustee"</b>	has the meaning prescribed by section 177 of the Charities Act;
<b>"Circulation Date"</b>	has the meaning prescribed by section 290 of the Act;
<b>"Clear Day"</b>	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>"the Commission"</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>"Conflicted Trustee"</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>"Connected Person"</b>	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively prescribed to them in the Act;
<b>"executed"</b>	includes any mode of execution;
<b>"Financial Expert"</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>"firm"</b>	includes Limited Liability Partnership;

<b>"First Trustee Meeting"</b>	means the first Trustee meeting to be held in each financial year of the Charity except that immediately following the adoption of these Articles;
<b>"Hard Copy Form"</b>	has the meaning prescribed by the Companies Act 2006;
<b>"Hestia"</b>	means Hestia Housing and Support, a charitable company limited by guarantee (company number 02020165, charity number 294555) whose registered office is at Beaufort House 4th Floor, 15 St. Botolph Street, London, England, EC3A 7DT;
<b>"indemnity insurance"</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>"material benefit"</b>	means a benefit, direct or indirect, which may not be financial but has monetary value
<b>"Member" and "Membership"</b>	refer to company membership of the Charity;
<b>"month"</b>	means calendar month;
<b>"Objects"</b>	means the objects of the Charity as defined in Article 3;
<b>"Secretary"</b>	means any person appointed to perform the duties of the secretary of the Charity;
<b>"Taxable Trading"</b>	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
<b>"Trustee"</b>	means a director of the Charity and "Trustees" means the directors;
<b>"written" or "in writing"</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
<b>"year"</b>	means calendar year.