

**MEMORANDUM OF ASSOCIATION**  
**OF**  
**NUFFIELD INTERNATIONAL FARMING**  
**SCHOLARSHIPS**  
**(Company Not Having A Share Capital)**

*Signed by Subscribers and including duplicate page to include  
signature of Benoit Presles (Nuffield France)*

*As at 28<sup>th</sup> January 2016 (date of incorporation)*

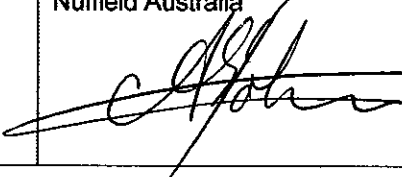
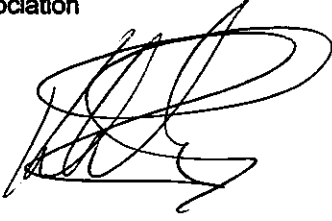
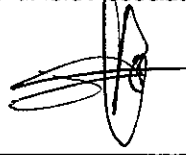
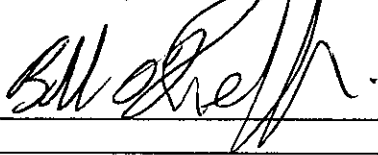
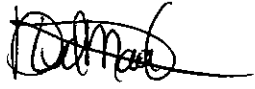
(copy of the Memorandum of Association lodged at Companies House)

## COMPANY NOT HAVING A SHARE CAPITAL

### Memorandum of Association of

### Nuffield International Farming Scholarships

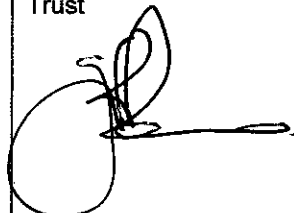
Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

| Name of each subscriber                                                                                                                                          | Authentication by each subscriber                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Nuffield Australia<br>PO Box 586<br>MOAMA<br>New South Wales<br>2731<br>Australia                                                                                | Nuffield Australia<br>                                      |
| Canadian Nuffield Agricultural Scholarship Association<br>RR#3 35011 RANGE ROAD 13,<br>Site 3 RED DEER COUNTY<br>Box 6 INNISFAIR<br>ALBERTA<br>T4G 1T8<br>Canada | Canadian Nuffield Agricultural Scholarship Association<br> |
| France Nuffield Association<br>A.P.C.A.<br>9 Avenue George V<br>PARIS<br>75008<br>France                                                                         | France Nuffield Association<br> P/o Benoit Presle         |
| Nuffield Farming Scholarships Trust Ireland Ltd.<br>Irish Farm Centre<br>BLUEBELL<br>Dublin 12<br>Republic of Ireland                                            | Nuffield Farming Scholarships Trust Ireland Ltd.<br>      |
| Stichting Nuffield Nederland<br>Marsdijk 5<br>BUNNIK<br>398 1 HE<br>Netherlands                                                                                  | Stichting Nuffield Nederland<br>                          |
| Nuffield Farming Scholarships Trust<br>28 Bedford Square<br>LONDON<br>WC1B 3JS<br>United Kingdom                                                                 | Nuffield Farming Scholarships Trust<br>                   |

New Zealand Nuffield Farming Scholarship Trust  
P.O. Box 85084  
Lincoln University  
LINCOLN  
7647  
New Zealand

Dated 28/1/2016

New Zealand Nuffield Farming Scholarship  
Trust

A handwritten signature in black ink, consisting of a large, stylized 'N' followed by a horizontal line.

(copy of the Memorandum of Association lodged at Companies House)

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#### Nuffield International Farming Scholarships

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| France Nuffield Association<br>A.P.C.A.<br>9 Avenue George V<br>PARIS<br>75008<br>France                                       | France Nuffield Association<br> |
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| Stichting Nuffield Nederland<br>Marsdijk 5<br>BUNNIK<br>398 1 HE<br>Netherlands                                                | Stichting Nuffield Nederland                                                                                        |
| Nuffield Farming Scholarships Trust<br>28 Bedford Square<br>LONDON<br>WC1B 3JS<br>United Kingdom                               | Nuffield Farming Scholarships Trust                                                                                 |

**ARTICLES OF ASSOCIATION**  
**OF**  
**NUFFIELD INTERNATIONAL FARMING**  
**SCHOLARSHIPS**

*Signed by Trustees at Clause 4.2 on Page 4 and with duplicate Page 4 to  
include signature of Benoit Presles (Nuffield France)*

*As at 28<sup>th</sup> January 2016 (date of incorporation)*

Companies Acts 1985 to 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF  
NUFFIELD INTERNATIONAL FARMING SCHOLARSHIPS**

1     Registered Office

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

2.     Objects

2.1.                 The Objects of the Charity are, for the public benefit, the advancement of education in the fields of agriculture, horticulture, fishing, food supply chain and countryside management in the United Kingdom and elsewhere in the world, in particular but without limitation by:

- (1)   providing scholarships to Beneficiaries to learn about the practices and techniques employed in different parts of the world and to develop best-practices based upon this learning; and
- (2)   providing a forum for the exchange and dissemination of information among Beneficiaries about agricultural, horticultural, fishing, and countryside management best practices and related information.

2.2.   This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**.

### 3. Powers

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

- 3.1 to make grants to Beneficiaries, in the form of scholarships;
- 3.2 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 3.3 to organise seminars, conferences, lectures and other events and forums for networking and the sharing and dissemination of information;
- 3.4 to support and promote the network of Nuffield Organisation around the world
- 3.5 to provide advice or information;
- 3.6 to carry out research and to publish and distribute the useful results of such research;
- 3.7 to co-operate with other bodies;
- 3.8 to support, administer or set up other charities;
- 3.9 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 3.10 to borrow money;
- 3.11 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 3.12 to acquire or hire property of any kind;
- 3.13 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**);
- 3.14 to set aside funds for special purposes or as reserves against future expenditure;
- 3.15 to deposit or invest its 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);

3.16 to delegate the management of investments to a financial expert, but only on terms that:

- (1) the investment policy is set down **in writing** for the financial expert by the Trustees;
- (2) timely reports of all transactions are provided to the Trustees;
- (3) the performance of the investments is reviewed regularly with the Trustees;
- (4) the Trustees are entitled to cancel the delegation arrangement at any time;
- (5) the investment policy and the delegation arrangement are reviewed at least once a year;
- (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
- (7) the financial expert must not do anything outside the powers of the Charity;

3.17 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;

3.18 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;



- 3.19 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.20 subject to **Article 7.3**, to employ paid or unpaid agents, staff or advisers;
- 3.21 to enter into contracts to provide services to or on behalf of other bodies;
- 3.22 to establish or acquire subsidiary companies;
- 3.23 to do anything else within the law which promotes or helps to promote the Objects.

4. The Trustees

- 4.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 4.2 Each Member of the Charity shall have the right to appoint one Trustee in accordance with this Article 4. The first Trustees are the people appointed by the subscribers to the **Memorandum** plus one Chairman, as follows:

Roger Mercer (Chairman);

Wallace Hendrie;

Andrew Johnson;

Djûke van der Maat;

Kelvin Meadows;

Bill O'Keeffe;

Benoit Presles; and

Julian Raine.

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- 4.3 Subsequent Trustees shall be:
- 4.3.1 the persons who are the Chairpersons of the Members from time to time or such other person as the Member shall appoint from time to time, provided always that such a person must be a **Nuffield Scholar**;
  - 4.3.2 such persons as are co-opted by the Trustees, Trustees provided always that the total number of persons co-opted under this Article shall not exceed one quarter of the total number of Trustees; and
  - 4.3.3 such person as is elected by the Trustees to be the **Chairman** from time to time, provided always that that person must be a Nuffield Scholar.
- 4.4 The Trustees when complete consist of at least three individuals over the age of 18, all of whom must actively support the Objects. There shall be no maximum number of Trustees that may be appointed.
- 4.5 A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 4.6 One third (or the number nearest one third rounded down) of the Trustees must retire at each **AGM**, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 4.7 A retiring Trustee who is eligible under Article 4.3 may be reappointed.
- 4.8 A retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate nine years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one AGM and the next.
- 4.9 A Trustee's term of office as such automatically terminates if he/she:

- (1) in the case of a person who is a Trustee by virtue of Articles 4.3.2 or 4.3.3, ceases to be a Nuffield Scholar
- (2) is disqualified under the Charities Act from acting as a charity trustee;
- (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;
- (4) is absent -from 4 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
- (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office).

4.10 The Trustees may at any time co-opt any individual who is eligible under Article 4.3 as a Trustee to fill a vacancy in their number as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

4.11 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.

## 5. Trustees' proceedings

5.1 The Trustees must hold at least two meetings each year.

5.2 A quorum at a meeting of the Trustees is at least three or one third of the Trustees (if greater).

5.3 A meeting of the Trustees may be held either in person or by suitable

**electronic means** agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

- 5.4 The Chairman or (if the Chairman is unable or unwilling to do so or if the Trustees have not elected a Chairman in accordance with Article 4.3.3) some other Trustee chosen by the Trustees present presides at each meeting.
- 5.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 5.6 Every Trustee has one vote on each issue but, in case of equality of votes, the Chairman or such other person as is chosen by the Trustees to preside at a meeting has a second or casting vote.
- 5.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. Trustees' powers

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

- 6.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act** who is to be resident in the United Kingdom.
- 6.2 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;

- 6.3 To appoint a Chairman, a Treasurer and other honorary officers from among their number.
- 6.4 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.
- 6.5 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 6.6 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 6.7 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 6.8 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.9 To exercise any powers of the Charity which are not reserved to the Members.
- 6.10 To determine the form of applications to the Charity for scholarships and the procedure for allocating such scholarships.

## 7. Benefits and Conflicts

- 7.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (1) Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,

Subject to compliance with Article 7.4:

- (2) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (3) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (4) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other **Beneficiaries**.

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

- (1) as mentioned in Articles 7.1 or 7.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (3) the benefit of **indemnity insurance** as permitted by the Charities Act;
- (4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (5) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

7.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 7.2(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities

Act, to supply services or services and associated goods in return for a payment or other material benefit but only if:

- (1) the services or services and associated goods are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 7.4; and
- (3) no more than a minority of the Trustees are subject to such a contract in any financial year.

7.4 Subject to Article 7.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

7.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee 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, to:



- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- (4) refrain from taking any step required to remove the conflict.

7.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## 8. Records and Accounts

8.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

8.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

8.3 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.

- 8.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

9. Membership

- 9.1 The Charity must maintain a register of Members.
- 9.2 The subscribers to the Memorandum are the first Members.
- 9.3 **Membership** is open to any organisation interested in furthering the Objects and approved by the Trustees.
- 9.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 9.5 Membership is not transferable.
- 9.6 Any corporate organisation that is a Member of the Charity may nominate any person to act as its duly authorised representative at any meeting of the Charity by resolution of its directors or other governing body provided that:
- (1) the organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity; and
  - (2) any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her

authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

- 9.7 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

10. General Meetings

- 10.1 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 commencement of the meeting).
- 10.2 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 10.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three or one third of the Members (if greater).
- 10.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 10.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 10.6 Every Member present in person or by proxy has one vote on each issue.
- 10.7 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.

10.8 Except at first, the Charity must hold an **AGM** in every year. The first AGM must be held within 18 months after the Charity's incorporation.

10.9 Members must annually at the AGM:

- (1) receive the accounts of the Charity for the previous **financial year**;
- (2) receive a written report on the Charity's activities;
- (3) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (4) elect Trustees to fill the vacancies arising;
- (5) appoint reporting accountants or auditors for the Charity;

10.10 Members may also from time to time

- (1) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
- (2) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

10.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

10.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

11. Limited Liability

The liability of Members is limited.

12. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 12.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 12.2 payment of the costs, charges and expenses of winding up; and
- 12.3 the adjustment of rights of contributors among themselves.

13. Communications

- 13.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (1) by hand;
  - (2) by post;
  - (3) by suitable electronic means; or
- through publication in the Charity's newsletter or on the Charity's website.

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

- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;

(4) immediately on being handed to the recipient personally;  
or, if earlier,

(5) as soon as the recipient acknowledges actual receipt.

13.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### 14. Dissolution

14.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

14.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

#### 15. Interpretation

15.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

15.2 In the Articles, unless the context indicates another meaning:

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

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Beneficiaries’ means those engaged in farming, horticulture or forestry and

such other persons as the Trustees shall from time to time determine;

‘Chairman’ means the chairman of the Trustees;

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

‘the Charities Act’ means the Charities Acts 1992 to 2006;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Acts 1985 to 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) 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;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘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 addressed to specified individuals 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;

‘indemnity insurance’ has the meaning prescribed by the Charities Act;

‘material benefit’ means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to company Membership of the Charity and, where a Member is an organisation and the context permits, include a person nominated to act as that organisation’s duly authorised representative;

‘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 which holds title to property for another;

Nuffield Scholar means any individual who has completed a Nuffield Scholarship awarded by one of the Members or Nuffield International and is recognised as having done so in the register/data-base of Nuffield Scholars.

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written



resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'**special resolution**' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;

'taxable trading' 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;

'Trustee' means a director of the Charity and 'Trustees' means the directors but where a Trustee is a corporate body 'Trustee' includes where appropriate the named representative of the Trustee;

'written' 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;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

15.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

15.4 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.