

The Companies Act 2006

Private company limited by guarantee

## ARTICLES OF ASSOCIATION OF

### The Ladies Association of British Barbershop Singers

#### 1. Objects

1.1 The **Objects** of the **Charity** are to further the education of the general public in any and all aspects of **Barbershop Harmony** and singing in the **Barbershop Harmony** style.

1.2 These Articles may be amended by **special resolution** but no amendment may be made which shall have the effect of the Charity ceasing to be a charity and no amendment may be made to the name of the Charity, Article 1.1 (the objects) or Article 18 (dissolution) without the prior written consent of the **Commission**.

1.3 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

#### 2. Powers

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

2.1 to promote, encourage and foster the growth of singing in the Barbershop Harmony style;

2.2 to advise support and represent the interests of Member Clubs;

- 2.3 to coordinate the activities of Member Clubs and promote the education of the public by all means but particularly by the hosting of conventions and competitions;
- 2.4 to provide advice or information;
- 2.5 to carry out research;
- 2.6 to co-operate with other bodies;
- 2.7 to support Member Clubs to achieve the Objects through the provision of education and practical help including but not limited to the making of loans upon such terms as the Trustees think fit;
- 2.8 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.9 to borrow money;
- 2.10 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.11 to acquire or hire property of any kind;
- 2.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.13 to set aside funds for special purposes or as reserves against future expenditure;
- 2.14 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);
- 2.15 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;

2.16 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;

2.17 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;

2.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

2.19 subject to Article 7, to employ paid or unpaid agents, staff or advisers;

2.20 to enter into contracts to provide services to or on behalf of other bodies;

- 2.21 to establish or acquire subsidiary companies; and
- 2.22 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.

3.2 The Trustees shall consist of at least 8 and not more than 12 persons.

3.3 Subject to Articles 3.2, 3.4, 3.6 and 3.7, any person who is eligible may be appointed (or reappointed, as the case may be) to be a Trustee:

3.3.1 by ordinary resolution; or

3.3.2 by a decision of the Trustees.

3.4 A Trustee may not act as a Trustee unless he/she/they

(1) is over the age of 18; and

(2) has signed a written declaration of willingness to act as a director and charity trustee of the Charity.

3.5 The **Board** shall include the following officers:

(1) Chair

(2) Secretary

(3) Finance Director

and such other officers as may be determined by the Board or by ordinary resolution of the Charity.

3.6 A Trustee's term of office as such automatically terminates if he/she/they:

(1) is incapable, whether mentally or physically, of managing his/her/their own affairs;

- (2) is absent without notice from 3 consecutive meetings of the Trustees and as a result is asked by a majority of the other Trustees to resign;
- (3) resigns by written notice to the Trustees (but only if at least eight Trustees will remain in office);
- (4) is removed from office by an ordinary resolution (without the requirement for special notice); or
- (5) is removed from office by written notice given by at least 6 Trustees.

3.7 The Trustees may at any time co opt any individual who is eligible under Article 3.4 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.2) as an additional Trustee, but a co opted Trustee holds office only until the next AGM.

3.8 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.

#### 4. Trustees' proceedings

4.1 Any Trustee may call a Board meeting by giving notice of the meeting to the Trustees.

4.2 Notice of any Board meeting must indicate:

4.2.1 its proposed date and time;

4.2.2 where it is to take place; and

4.2.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 4.3 Notice of a Board meeting must be given to each Trustee, but need not be in writing.
- 4.4 Notice of a Board meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Charity not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 4.5 The Trustees must hold at least 4 meetings each year and at least one meeting in each year must be held in person.
- 4.6 A quorum at a meeting of the Trustees is 5 Trustees and unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 4.7 If the total number of Trustees for the time being is less than 8 the Board must not take any decision other than a decision:
- 4.7.1 to appoint further Trustees; or
  - 4.7.2 to call a general meeting so as to enable the Voting Members to appoint further Trustees.
- 4.8 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, subject to the requirement for the Trustees to hold at least one meeting in person in each year pursuant to Article 4.5.
- 4.9 The **Chair** or (if the Chair is unable or unwilling to do so, or is not participating in a Trustees' meeting within ten minutes of the time at which it was to start) some other Trustee chosen by the Trustees present presides at each meeting.

- 4.10 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.
- 4.11 Every Trustee has one vote on each issue but, in case of equality of votes, the Chair has a second or casting vote, but this does not apply if, in accordance with the Articles, the Chair is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 4.12 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees may exercise any powers of the Charity, which are not reserved to the Voting Members, in the administration of the Charity in their capacity as Trustees, including, without prejudice to the generality of the foregoing:

- 5.1 to appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**;
- 5.2 to appoint a Chair, a Finance Director and other honorary officers from among their number;
- 5.3 to delegate any of their functions to committees and working parties consisting of two or more individuals appointed by them and fulfilling the agreed remit and any inherent restrictions. At least one member of every such committee or working party must be a Trustee and all proceedings of such committees and

working parties must be reported promptly to the Trustees. The

Trustees may dissolve a committee as appropriate;

5.4 from time to time to appoint and dismiss such temporary or permanent staff, salaried or otherwise as is considered necessary for efficient management;

5.5 subject to Article 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’s Rules**”), including, without prejudice to the generality of the foregoing:

5.5.1 to govern the administration of the Charity and the use of its seal (if any);

5.5.2 to make standing orders to govern proceedings at general meetings;

5.5.3 to make rules to govern their proceedings and proceedings of committees;

5.5.4 to establish procedures to assist the resolution of disputes or differences within the Charity; and

5.6 to set and collect subscriptions from members as may be required pursuant to the Charity’s Rules.

## 6. Charity’s Rules

6.1 The Charity in general meeting has the power to alter, add to or repeal the Charity’s Rules.

6.2 The Trustees may adopt such means as they think fit to bring the Charity’s Rules to the notice of the members.



6.3 The Charity's Rules shall be binding on all members and shall be consistent with and shall not repeal anything contained in, the Articles and the Companies Act.

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 members of the same class.

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 or representing the Charity;

(3) the benefit of **indemnity insurance** as permitted by the Charities Act and the Companies 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, but any Trustee or Connected Person may enter into a contract with the Charity, to supply goods or services, services, or services and associated goods, in return for a payment or other material benefit but only if:

- (1) the goods or 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 5 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/her/their 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, to the fullest extent permitted by law

- (1) any matter which would otherwise result in the Trustee breaching his/her/their duty under section 175 of the Companies Act to avoid conflicts of interest, or
- (2) the Conflicted Trustee to continue to participate in discussions leading to the making of a decision and/or to vote, or
- (3) the Conflicted Trustee to disclose to a third party information confidential to the Charity, or
- (4) the Conflicted Trustee to take any other action not otherwise authorised, or
- (5) the Conflicted Trustee to refrain from taking any step required to remove the conflict,

provided that the Trustees may not authorise any matter which involves the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity not otherwise permitted by the Articles.

7.6 This Article 7 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 reasonable time. Accounting records relating to the Charity can be made available to members upon receipt of a request that the Trustees deem to be reasonable at the time of the request being made.

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. Categories of membership

9.1 On incorporation the Charity shall have the following categories of members;

9.1.1 **Member Clubs**, as described in Article 10 below; and

9.1.2 **Individual Members**, as described in Article 11 below.

10. Member Clubs

10.1 Membership as a **Member Club** shall be open to any **Club** which satisfies any criteria and procedure for membership determined by the Trustees.

10.2 Where a Club does not have legal capacity to be a member of the Charity in its own right it may nominate an individual to be its representative and such representative shall be treated as a Member Club for the purposes of these Articles.

10.3 A Member Club shall be entitled to receive notice of, attend, and vote at any meetings of the members, including any general meetings of the Charity.

11. Individual Members

11.1 Membership as an **Individual Member** is open to any person who satisfies any criteria and procedure for membership determined by the Trustees.

11.2 An Individual Member is a member who is an individual and becomes a member other than as a Member Club Representative (but for the avoidance of doubt a person may be both an Individual Member and a Member Club Representative).

11.3 Subject to Article 11.4, an Individual Member shall be entitled to receive notice of any meetings of the members, including any general meetings of the Charity and shall be entitled to attend any such meetings on giving not less than 28 days' notice to the Secretary but shall not be entitled to vote or count toward a quorum at any such meetings or carry other voting rights.

11.4 At any time when there are no Member Clubs, an Individual Member shall be entitled to vote at any meetings of the members, including any general meetings of the Charity.

## 12. Membership

12.1 The Charity must maintain a register of members.

12.2 The subscribers to the Memorandum are the first members and are Individual Members.

12.3 Subject to the Articles, membership is open to any person interested in furthering the Objects and approved by the Trustees.

12.4 The form and the procedure for applying for membership is to be prescribed by the Trustees.

12.5 Membership is not transferable.

12.6 Subject to Article 12.7, 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') provided that the Trustees may not, without approval by special resolution having been obtained in advance:

- (1) directly or indirectly alter the membership rights of Member Clubs or Individual Members; or
- (2) establish any category of membership which carries voting rights.

12.7 The rights attached to a category of membership may only be varied if:

- (1) not less than 75% of the members of that category consent in writing to the variation; or

- (2) a special resolution is passed at a separate general meeting of the members of that category agreeing to the variation.

13. Termination of membership

- 13.1 A member may at any time resign from membership by notice in writing to the Charity. Any such resignation shall be effective from the date received by the Charity.
- 13.2 The Charity's Rules may set out procedures for members to be expelled from membership where a member is in breach of the Charity's Rules, has brought the Charity into disrepute or otherwise has conducted it-, him- or herself in a manner inconsistent with the Objects.

14. General Meetings

- 14.1 Member Clubs and Member Club Representatives in their capacity as Members and Trustees are entitled to attend general meetings in person. Individual Members are entitled to attend general meetings in person (but only if their attendance is notified in writing to the Secretary 28 days prior to the meeting).
- 14.2 The written notice of a general meeting indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution shall be issued at least 14 and not more than 21 clear days in advance of the general meeting.
- 14.3 There is a quorum at a general meeting if the number of Member Clubs represented present (in person, by proxy or by a Member Club Representative) is at least 50% with 5 members of the Board present. If a quorum is not

present within 15 minutes after the start of the meeting, the meeting shall be dissolved.

14.4 The Chair at a general meeting shall be the Chair of Trustees or the Vice Chair of Trustees in the Chair's absence. In the absence of both, then a member elected by the Member Clubs and Member Club Representatives will preside.

14.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.

14.6 Every Voting Member present (in person, by proxy or by a Member Club Representative) has one vote on each issue. Voting shall be on a show of hands unless a ballot vote is requested by the majority of those present at the meeting.

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

14.8 Member Clubs and Member Clubs Representatives must annually at the AGM:

- (1) receive the accounts of the Charity for the previous **financial year**;
- (2) receive a report on the Charity's activities;
- (3) be informed of the retirement of those Trustees who wish to retire or who have completed a term of office; and
- (4) elect Trustees to fill the vacancies arising.

14.9 Member Clubs and Member Clubs Representatives may also from time to time

- (1) confer on any individual (with his/her/their 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.



14.10 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) or at least 10% of the Member Clubs or (where no general meeting has been held within the last year) at least 5% of the Member Clubs.

14.11 A technical defect in the appointment of a Member Club's corporate representative or a Member Club Representative of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

15. Limited Liability

The liability of Members is limited.

16. Guarantee

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

16.1 payment of those debts and liabilities of the Charity incurred before

he/she/they ceased to be a Member;

16.2 payment of the costs, charges and expenses of winding up; and

16.3 the adjustment of rights of contributors among themselves.

17. Communications

17.1 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
- (4) through publication in the Charity's newsletter or on the Charity's website.

17.2 The only address at which a member is entitled to receive notices sent by post is an address in the U.K. shown in the register of members.

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

- (1) 48 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.

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

## 18. Dissolution

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

- (1) by transfer to one or more other bodies, as agreed by the majority vote of the Trustees, established for exclusively charitable purposes with the same or similar Objects to the Charity;
- (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.

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

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

## 19. Indemnity

Subject to Article 7, the Charity shall indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

## 20. Interpretation

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

20.2 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;

**‘Barbershop Harmony’** means a style of unaccompanied vocal music characterised by consonant four-part chords for every melody note in a predominantly homophonic texture;

**‘Board’** means the board of Trustees of the Charity who are its directors for the purposes of the Companies Act and its charity trustees for the purposes of the Charities Act;

**‘Chair’** means the Trustee appointed as such from time to time pursuant to Article 3.5;

**‘the Charities Act’** means the Charities Act 2011;

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

**‘Charity’s Rules’** has the meaning set out in Article 5.5;

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

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

**‘Club’** means:

- (i) a barbershop club in the United Kingdom having no fewer than nine singing members or
- (ii) “Club at Large”, consisting of individuals who are not members of a Club within the meaning of paragraph (i) of this definition, constituted in accordance with the Charity’s Rules;

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

**‘the Companies Act’** means the Companies Act 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, including any matter which, unless authorised by the Trustees as permitted by law, would result in the Trustee breaching his duty under section 175 of the Companies Act to avoid conflicts of interest; **‘Connected Person’** means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she/they 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;

**‘Individual Member’** means a member as described in Article 11;

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

**‘member’** has the meaning given in section 112 of the Companies Act and

**‘membership’** shall be construed accordingly;

**‘Member Club’** means a member as described in Article 10;

**‘Member Club Representative’** means a representative of a Member Club as described in Article 10.2;

**‘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;

**‘ordinary resolution’** means a resolution of a simple majority of the Voting Members in accordance with section 282 of the Companies Act;

**‘the Objects’** means the Objects of the Charity as defined in Article 1.1;

**‘Secretary’** means the secretary of the Charity;

**‘special resolution’** means a resolution of a 75% majority of the Voting Members in accordance with section 283 of the Companies Act;

**‘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;

**‘Finance Director’** means the Trustee appointed as such from time to time pursuant to Article 3.5;

**‘Trustee’** means a **director** of the Charity and includes any person occupying the position of director, by whatever name called. Each Trustee is a charity trustee;

**‘Voting Member’** means a Member Club or, for such time as there are no Member Clubs, an Individual Member;

**‘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; and

**‘year’** means calendar year.

- (iii) Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- (iv) 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.
- (v) Words denoting the singular include the plural (and vice versa). Words denoting any one gender include all genders. References to persons include individuals, partnerships, bodies corporate and unincorporated associations.