

(No. 27044070)

The Companies Act 2006

Articles of Association

of

The Herefordshire and Gloucestershire Canal Trust Limited

Company Limited by Guarantee and not having a Share Capital

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Articles of Association of The Herefordshire and Gloucestershire Canal Trust Limited

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Trust shall be for the public benefit ('the Objects'):

- 2.1 The restoration and reconstruction to good and navigable condition throughout, The Herefordshire and Gloucestershire Canal (the "Waterway"); including by construction of any necessary or desirable diversion or re-routing along its course; and of any extension of the Waterway to enable connection to and utilisation of other adjacent waterways in the vicinity of and between the cities of Hereford and Gloucester.
- 2.2 To operate, maintain, preserve and improve the Waterway for use by all forms of waterborne traffic, commercial, local amenity, recreational or other leisure time pursuits of the public (including without limitation walking on towpaths) in the interest of their health and social welfare.
- 2.3 The protection and improvement of the natural environment and landscape of the Waterway.
- 2.4 To promote and facilitate awareness, learning and education about the Waterway and other inland waterways including their cultural and natural heritage.
- 2.5 To further any purpose which is exclusively charitable under the law of England and Wales connected with inland waterways.

3. Powers

To further its objects the Trust may:

- 3.1 accept a transfer of any of the property, assets, undertaking, functions, responsibilities of any navigation authority, harbour authority or conservancy authority; and of any other person undertaking similar activities or functions or activities or functions that can conveniently be combined with such activities and functions;

- 3.2 to regulate and make reasonable charges for the use of the Waterway (including regulating use, or prohibiting use, by any class of vessel or vehicle), and for the use of any services and facilities (including land set aside for specific purposes);
- 3.3 provide and assist in the provision of money, materials or other help;
- 3.4 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 3.6 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Trust must comply as appropriate with the Charities Act 2011);
- 3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (the Trust must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Trust's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.14 arrange for investments or other property of the Trust to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
- 3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.17 accept (or disclaim) gifts of money and any other property;

- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the objects of the Trust and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate subsidiary companies to carry on any trade;
- 3.21 subject to Article 4:
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.23 become a Member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Trust's objects);
- 3.24 undertake and execute charitable trusts;
- 3.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Trust;
- 3.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.27 insure the property of the Trust against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Trust;
- 3.28 provide indemnity insurance for the Trustees or any other officer of the Trust in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said section 189(1) shall be treated as references to officers of the Trust); and
- 3.29 do all such other lawful things as may further the Trust's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Trust shall be applied solely towards the promotion of its objects.

Permitted benefits to Members

- 4.2 Except as provided below no part of the income and property of the Trust may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Trust. This shall not prevent any payment in good faith by the Trust of:

- (a) any payments made to any Member in his, her or its capacity as a beneficiary of the Trust;
- (b) reasonable and proper remuneration to any Member for any goods or services supplied to the Trust (including services performed by the Member under a contract of employment with the Trust), provided that if such Member is a Trustee Articles 4.3, 4.4 and 4.5 shall apply;
- (c) interest at a reasonable and proper rate on money lent by any Member to the Trust;
- (d) any reasonable and proper rent for premises let by any Member to the Trust; and
- (e) any payments to a Member who is also a Trustee which are permitted under Articles 4.4 or 4.5.

Permitted benefits to Trustees and Connected Persons

4.3 Unless the payment is permitted by Article 4.4 no Trustee may:

- (a) sell goods, services or any interest in land to the Trust;
- (b) be employed by, or receive any remuneration from, the Trust; or
- (c) receive any other financial benefit from the Trust.

4.4 A Trustee may receive the following benefits from the Trust:

- 4.4.1 a Trustee or Connected Person may receive a benefit from the Trust in their capacity as a beneficiary of the Trust;
- 4.4.2 a Trustee may be reimbursed by the Trust for, or may pay out of the Trust's property, reasonable expenses properly incurred by him or her when acting on behalf of the Trust;
- 4.4.3 a Trustee or Connected Person may be paid reasonable and proper remuneration by the Trust for any goods or services supplied to the Trust on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Trust) provided that:
 - (a) if such person is a Trustee the procedure described in Article 21 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
 - (b) if such person is a Connected Person the procedure described in Article 21 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (c) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);
- 4.4.4 a Trustee or Connected Person may receive interest at a reasonable and proper rate on money lent to the Trust;

- 4.4.5 a Trustee or Connected Person may receive reasonable and proper rent for premises let to the Trust;
 - 4.4.6 the Trust may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.29;
 - 4.4.7 a Trustee or other officer of the Trust may receive payment under an indemnity from the Trust in accordance with the indemnity provisions set out at Article 6; and
 - 4.4.8 a Trustee or Connected Person may receive or retain any payments or benefit authorised in Writing by the Charity Commission.
- 4.5 In Articles 4.3 and 4.4 references to the Trust shall be read as references to the Trust and/or any Subsidiary Company provided that in relation to services supplied to a Subsidiary Company the words in Article 4.4.3 "(excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Trust)" shall be treated as though they read "(excluding the service of acting as Trustee but including other services by any person performed under a contract of employment with any Subsidiary Company)".
- 4.6 For any transaction authorised by Articles 4.4 or 4.5, the Trustee's duty (arising under the Companies Acts) to avoid a conflict of interest with the Trust shall be disapplied.

LIABILITY, INDEMNITY AND WINDING UP

5. Liability of Members

- 5.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Trust in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member, for:
- (a) payment of the Trust's debts and liabilities contracted before he, she or it ceases to be a Member;
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Trust shall be indemnified out of the assets of the Trust in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Trust may be indemnified out of the assets of the Trust in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

7. Winding up

If any property remains after the Trust has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members of the Trust (except to a Member that is itself a charity which would qualify to benefit under this Article), but must be given to some other institution or institutions with similar objects which

is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit may be chosen by resolution of the Members at or before the time of winding up or dissolution, and subject to any such resolution of the Members may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

TRUSTEES

Trustees' Powers and Responsibilities

8. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Trust's business, for which purpose they may exercise all the powers of the Trust.

9. Members' reserve power

9.1 The Members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action provided the special resolution does not direct the Trustees to take any action contrary to law, or to refrain from taking an action required by law, nor direct the taking, or refraining from taking, of any action which would, on the balance of probabilities, be materially detrimental to the timely furtherance of the Objects.

9.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

10. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

11. Trustees may delegate

11.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

11.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Trust to any person or committee.

11.3 Any delegation by the Trustees may be:

- (a) by such means;
- (b) to such an extent;
- (c) in relation to such matters or territories; and
- (d) on such terms and conditions;

as they think fit.

11.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

- 11.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 11.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Trust for such purposes and on such conditions as they determine.

12. **Committees**

- 12.1 In the case of delegation to committees:
- (a) the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - (b) the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - (c) the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - (d) the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - (e) no committee shall knowingly incur expenditure or liability on behalf of the Trust except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 12.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

13. **Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts.

Decision-Making by Trustees

14. **Trustees to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 20.

15. **Calling a Trustees' meeting**

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
- (a) all the Trustees agree; or
 - (b) urgent circumstances require shorter notice.

- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
- (a) the place, day and time of the meeting;
 - (b) the general particulars of all business to be considered at such meeting; and
 - (c) 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.
- 15.5 Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
16. **Participation in Trustees' meetings**
- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
17. **Quorum for Trustees' meetings**
- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three or the whole number closest to one-third of the total number of Trustees, whichever is the greater.
- 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:
- (a) to appoint further Trustees, or
 - (b) to call a general meeting so as to enable the Members to appoint further Trustees.
18. **Chairing of Trustees' meetings**
- The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.
19. **Decision-making at meetings**
- 19.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes.

19.2 In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have, unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. **Decisions without a meeting**

20.1 All Trustees acting unanimously may take a decision without a Trustees' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

20.2 A decision which is made in accordance with Article 20.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- (a) approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- (b) following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 20.2;
- (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- (d) the Recipient must prepare a minute of the decision in accordance with Article 52.

21. **Conflicts of interest**

21.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

21.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

21.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 20:

- (a) if the Conflict of Interest relates to a benefit permitted under Article 4.4.3 or Article 4.4.3 as it applies by virtue of Article 4.5, then the Trustee must comply with Article 21.4;
- (b) for all other Conflicts of Interest, either the Trustee must comply with Article 21.4 or authorisation must be given by the unconflicted Trustees under Article 22.

21.4 If a Trustee with a Conflict of Interest is required to comply with Article 21.4 he or she must:

- (a) remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
 - (b) not be counted in the quorum for that part of the meeting; and
 - (c) withdraw during the vote and have no vote on the matter.
- 21.5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Trust by withholding confidential information from the Trust if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
22. **Trustees' power to authorise a conflict of interest**
- 22.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided:
- (a) this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4.4.3 or Article 4.4.3 as it applies by virtue of Article 4.5;
 - (b) in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 21.4;
 - (c) in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - (d) the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and
 - (e) nothing in this Article 22 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4.
- 22.2 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 22.1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 22.3 A Trustee shall not be accountable to the Trust for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 22.1 (subject to any limits or conditions to which such approval was subject).
23. **Register of Trustees' interests**
- The Trustees must cause a register of Trustees' interests to be kept. 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 Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared.

Appointment and Retirement of Trustees

24. Number of Trustees

- 24.1 Subject to Articles 24.2 and 24.3 there shall be at least four and not more than 12 Trustees.
- 24.2 The Trustees may decide to increase the maximum number of Trustees to 14 for a period until the next annual general meeting for the purpose of appointment under Article 25.1(b).
- 24.3 The Trust may from time to time by ordinary resolution decide to increase the maximum number of Trustees to 14 or to reduce it to 12.

25. Appointment of Trustees and retirement of Trustees by rotation

- 25.1 Any Member who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee:
- (a) by ordinary resolution of the Trust; or
 - (b) by co-option by a decision of the Trustees,
- provided the number of Trustees appointed under (b) shall not exceed one third (or the whole number closest to one third) of the trustees from time to time.
- 25.2 At every annual general meeting the following Trustees must retire from office but may (subject to the provisions of this Article 25) offer themselves for reappointment by the Members:
- (a) one-third of the Trustees who are subject to retirement by rotation, or the closest whole number nearest to one-third; and
 - (b) any Trustees who have been appointed by the Trustees since the last annual general meeting.
- 25.3 The following rules shall apply to determine who shall retire by rotation under Article 25.2(a):
- (a) The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment.
 - (b) As between persons who became or were last reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot.
 - (c) If there is only one Trustee who is subject to retirement by rotation, he or she shall retire.
 - (d) Trustees appointed by the Trustees by co-option under Article 25.1(b), and any Trustees who leave office before the date of the annual general meeting, shall not be taken into account in determining the Trustees who are to retire by rotation.
- 25.4 If the Trust at the meeting at which a Trustee retires by rotation by virtue of Article 25.2(a) does not fill the vacancy, the retiring Trustee will, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Trustee is put to the meeting and lost.
- 25.5 No person may be appointed as a Trustee unless he or she is a Member of the Trust and has reached the age of 18 years.

- 25.6 No person other than a Trustee retiring by rotation by virtue of Article 25.2(a) shall be appointed or reappointed a Trustee at any general meeting unless:
- (a) he or she is recommended by the Trustees; or
 - (b) he or she is nominated by another Member by notice given to the Trust at least 7 clear Days before the date appointed for the meeting.
- 25.7 The Trust may, by ordinary resolution, vary the number of Members required to make a nomination under Article 25.6(b) provided the number required shall not exceed five.
- 25.8 Notice of nomination under Article 25.6(b) must be:
- (a) executed by the Member who, or (where more than one is required for a nomination) Members all of whom, must be qualified to vote at the meeting;
 - (b) be executed by the person so nominated indicating his or her willingness to be appointed or reappointed; and
 - (c) state the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Trust's register of Trustees.
- 25.9 Notice must be given to all who are entitled to receive notice of a general meeting, at least five but not more than 18 Clear Days before the date appointed for holding of the meeting, of:
- (a) any person who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting (other than a Trustee retiring by rotation at the meeting by virtue of Article 25.3(a)); or
 - (b) any person in respect of whom notice of nomination has been duly given to the Trust in accordance with Article 25.6(b).

The notice must give such information about the Trustee as the Trustees shall decide but in any event, shall include the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Trust's register of Trustees.

- 25.10 A Trustee who retires at an annual general meeting and who is not reappointed shall retain office until either:
- (a) the meeting appoints someone in his or her place, or
 - (b) (if no one is appointed in his or her place) until the end of the meeting.

25.11 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

26. **Termination of Trustee's appointment**

A person ceases to be a Trustee as soon as:

- 26.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 26.2 that person is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

- 26.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 26.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 26.5 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 26.6 notification in writing is received by the Trust from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Trustees will remain in office when such resignation has taken effect);
- 26.7 the Trustee fails to attend three consecutive meetings of the Trustees without good cause or reason and the Trustees resolve that the Trustee be removed for this reason;
- 26.8 at a general meeting of the Trust, a resolution is passed that the Trustee be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views; or
- 26.9 at a meeting of the Trustees at which at least two-thirds of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Trustee being removed, being heard by or of making written representations to the Trustees.

MEMBERS

Becoming and Ceasing to be a Member

27. Becoming a Member

- 27.1 The Members of the Trust shall be the subscribers to the Memorandum and such other persons as are admitted to membership by the Trustees in accordance with the Articles.
- 27.2 With the exception of the subscribers to the Memorandum, no person may become a Member of the Trust unless that person has completed an application for membership in a form approved by the Trustees.
- 27.3 The Trustees may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.
- 27.4 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as Members.
- 27.5 The names and addresses of the Members of the Trust must be entered in the register of Members.

28. Termination of membership

- 28.1 Membership is not transferable.

- 28.2 A Member shall cease to be a Member:
- (a) if the Member dies or, if it is an organisation, ceases to exist;
 - (b) on the expiry of at least seven Clear Days' notice given by the Member to the Trust of his, her or its intention to withdraw; or
 - (c) if any subscription or other sum payable by the Member to the Trust is not paid on the due date and remains unpaid at the end of the period of three calendar months beginning with the due date. The Trustees may re-admit to membership any person who ceases to be a Member on this ground on him, her or it paying such reasonable sum as the Trustees may determine;
 - (d) if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Member be expelled on the ground that his, her or its continued membership is harmful to or is likely to become harmful to the interests of the Trust. Such a resolution may not be passed unless the Member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A Member expelled by such a resolution will nevertheless remain liable to pay to the Trust any subscription or other sum owed by him, her or it.

29. **Duty of Members**

It is the duty of each Member of the Trust to exercise his or her powers as a Member of the Trust in the way he or she decides in good faith would be most likely to further the purposes of the Trust.

30. **Classes of membership**

- 30.1 The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of Members.
- 30.2 The rights attached to a class of membership may only be varied if:
- (a) Three-quarters of the Members of that class consent in writing to the variation; or
 - (b) A special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation.
- 30.3 The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members.
- 30.4 The Trustees may 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.

ORGANISATION OF GENERAL MEETINGS

31. **Annual general meetings**

The Trust must hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

32. **Other general meetings**

32.1 The Trustees may call a general meeting at any time.

32.2 The Trustees must call a general meeting if required to do so by the Members under the Companies Acts.

33. **Length of notice**

All general meetings must be called by either:

33.1 at least 28 days Clear Notice in the case of an annual general meeting, and in the case of any other general meeting, by at least 14 Clear Days' notice; or

33.2 shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting. Any such majority must together represent at least 75% of the total voting rights at that meeting of all the Members.

34. **Contents of notice**

34.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.

34.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

34.3 In every notice calling a meeting of the Trust there must appear with reasonable prominence a statement informing the Member of his, her or its rights to appoint another person as his, her or its proxy at a general meeting.

35. **Service of notice**

Notice of general meetings must be given to every Member and to the auditors of the Trust or the independent examiner of the accounts of the Trust.

36. **Attendance and speaking at general meetings**

36.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

36.2 A person is able to exercise the right to vote at a general meeting when:

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

36.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

36.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.

36.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

37. **Quorum for general meetings**

37.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.

37.2 The quorum for a general meeting shall be thirty persons entitled to vote on the business to be transacted (each being a Member, proxy for a Member or a duly authorised representative of a Member).

37.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day, time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

38. **Chairing general meetings**

38.1 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees will preside as chair of every general meeting.

38.2 If neither the Chair nor any Trustee nominated in accordance with Article 38.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

38.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the Members present in person, by proxy or by duly authorised representative and entitled to vote must choose one of the Members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting.

39. **Attendance and speaking by non-members**

39.1 The chair of the meeting may permit other persons who are not Members of the Trust to attend and speak at a general meeting.

40. **Adjournment**

40.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 40.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 40.3 When adjourning a general meeting, the chair of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 40.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Trust must give at least 7 Clear Days' notice of it:
- (a) to the same persons to whom notice of the Trust's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 40.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

41. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

42. Votes

- 42.1 On a vote on a resolution on a show of hands at a meeting every person present in person who is a Member, proxy or duly authorised representative of a Member shall have one vote, provided that if such a person attends the meeting in more than one capacity, he or she is not entitled to cast more than one vote.
- 42.2 Unless a poll be demanded, a declaration by the chair of the meeting that a resolution has been carried, or carried unanimously, or lost shall be given and an entry to that effect in the minute book of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution
- 42.3 On a vote on a resolution on a poll at a meeting every Member present (whether in person, by proxy or via duly authorised representative) shall have one vote.
- 42.4 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 42.5 No Member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Trust have been paid.
- 42.6 The following provisions apply to any organisation that is a Member ("a Member Organisation"):
- (a) a Member Organisation may nominate any individual to act as its representative ("a Nominee") at any meeting of the Trust;

- (b) the Member Organisation must give notice in Writing to the Trust of the name of its Nominee. The Nominee will not be entitled to represent the Member Organisation at any meeting of the Trust unless such notice has been received by the Trust. The Nominee may continue to represent the Member Organisation until notice in Writing is received by the Trust to the contrary;
- (c) a Member Organisation may appoint a Nominee to represent it at a particular meeting of the Trust or at all meetings of the Trust until notice in Writing to the contrary is received by the Trust;
- (d) any notice in Writing received by the Trust shall be conclusive evidence of the Nominee's authority to represent the Member Organisation or that his or her authority has been revoked. The Trust shall not be required to consider whether the Nominee has been properly appointed by the Member Organisation;
- (e) subject to Article 42.1, the Nominee is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise as if it were an individual Member;
- (f) subject to Article 42.1 on a vote on a resolution on a show of hands at a meeting of the Trust, the Nominee has the same voting rights as the Member Organisation would be entitled to if it was an individual Member present in person at the meeting; and
- (g) the power to appoint a Nominee under this Article 42.6 is without prejudice to the Member Organisation's rights under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

43. **Errors and disputes**

43.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

43.2 Any such objection must be referred to the chair of the meeting whose decision is final.

44. **Poll votes**

44.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

44.2 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) the Trustees; or
- (c) by five or more Members present in person or by proxy or (in the case of a Member Organisation) by Nominee, having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution;

and, for the purpose of subparagraph (c) any person, who, by virtue of being appointed a proxy or a Nominee, would be able to exercise more than one vote on a poll, shall be counted towards those demanding a poll by reference to the number of votes they so may exercise.

- 44.3 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and
 - (b) the chair of the meeting consents to the withdrawal.
- 44.4 Polls must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.
- 44.5 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 44.6 A poll demanded on any other question must be taken either immediately or at such time (which must not be more than 30 days after the poll has been demanded) and place as the person chairing the meeting directs.
- 44.7 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 44.8 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
45. **Content of proxy notices**
- 45.1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which:
- (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (d) is delivered to the Trust in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 45.2 The Trustees may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 45.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 45.4 Unless a Proxy Notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

46. Delivery of proxy notices

46.1 A Proxy Notice and any evidence of authority under which it is executed may:

46.1.1 be deposited at the registered office of the Trust or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting at least 48 hours (not including any part of a day that is a Saturday, Sunday or Public Holiday) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote; or

46.1.2 where an Address for the purpose of sending or receiving Documents or information by Electronic Means has been specified:

- (a) in the notice calling the meeting; or
- (b) in any instrument of proxy sent out by the Trust in relation to the meeting; or
- (c) in any invitation to appoint a proxy issued by the Trust in relation to the meeting;

be sent by Electronic Means to that Address provided it is received at such address not less than 48 hours (not including any part of a day that is a Saturday, Sunday or Public Holiday) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote; and Proxy Notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

46.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Trust by or on behalf of that person.

46.3 An appointment under a Proxy Notice may be revoked by delivering to the Trust a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

46.4 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

47. Amendments to resolutions

47.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Trust in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

- 47.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 47.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

48. Written resolutions

- 48.1 Subject to Article 48.3, a written resolution of the Trust passed in accordance with this Article 48 shall have effect as if passed by the Trust in general meeting:
- 48.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the eligible Members.
 - 48.1.2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 48.2 In relation to a resolution proposed as a written resolution of the Trust the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 48.3 A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 48.4 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Trust's auditors in accordance with the Companies Acts.
- 48.5 A Member signifies their agreement to a proposed written resolution when the Trust receives from them (or from someone acting on their behalf) an authenticated Document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. For these purposes:
- (a) if the Document is sent to the Trust in Hard Copy Form, it is authenticated if it bears the signature of the person sending it;
 - (b) if the Document is sent to the Trust in Electronic Form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Trust or, where no such manner has been specified by the Trust, if the communication contains or is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement.
- 48.6 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

- 48.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

49. Means of communication to be used

- 49.1 Subject to the Articles, anything sent or supplied by or to the Trust under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Trust.
- 49.2 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.
- 49.3 A Trustee may agree with the Trust that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

50. Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 50.1 anything authorised or required to be given or sent to, or served on, the Trust by being sent to its Secretary may be given or sent to, or served on, the Trust itself, and if addressed to the Secretary shall be treated as addressed to the Trust; and
- 50.2 anything else required or authorised to be done by or to the Secretary of the Trust may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

51. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

52. Minutes

The Trustees must cause minutes to be made in books kept for the purpose:

- 52.1 of all appointments of officers made by the Trustees;
- 52.2 of all resolutions of the Trust and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

52.3 of all proceedings at meetings of the Trust and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Trust, be sufficient evidence of the proceedings.

53. **Records and accounts**

53.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- (a) annual reports;
- (b) annual returns or confirmation statements; and
- (c) annual statements of account.

53.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Trust, no person is entitled to inspect any of the Trust's accounting or other records or Documents merely by virtue of being a Member.

54. **Rules and Byelaws**

54.1 The Trustees may, from time to time, make, repeal or alter such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the Trust and for the operation and management of the Waterway.

54.2 The rules or byelaws may regulate the following matters but are not restricted to them:

- (a) the conduct of Members of the Trust in relation to one another, and to the Trust's employees and volunteers;
- (b) the conduct of visitors to, and users of, the Waterway;
- (c) the setting aside of the whole or any part or parts of the Waterway or of any other part of the Trust's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Companies Acts or by the Articles;
- (e) generally, all such matters as are commonly the subject matter of company rules or the subject matter of byelaws of navigation or harbour authorities.

54.3 The Trust in general meeting has the power to alter, add to or repeal the rules or bye laws by special resolution but without prejudice to any act or thing done in the meantime pursuant to them.

54.4 The trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members of the Trust and to visitors to, or to users of, the Waterway.

54.5 The rules or bye laws shall be binding on all Members of the Trust and any on other person on the Waterway or other premises of the Trust as a visitor (and not by a separate right in law). No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles or any rule of law.

55. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE

INTERPRETATION

1. Defined terms

1.1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| Term | Meaning |
|------------------------|---|
| "Address" | includes a number or address used for the purposes of sending or receiving documents by Electronic Means; |
| "Articles" | the Trust's articles of association; |
| "Chair" | has the meaning given in Article 10; |
| "Circulation Date" | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| "Clear Days" | in relation to the period of a notice, that 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; |
| "Companies Acts" | means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Trust; |
| "Conflict of Interest" | any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Trust; |
| "Connected Person" | any person falling within one of the following categories: <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any person living with a Trustee as his or her partner; or(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital; |
| "Document" | includes, unless otherwise specified, any document sent or |

supplied in Electronic Form;

| | |
|--|---|
| "Electronic Form" and "Electronic Means" | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| "Financial Expert" | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| "Hard Copy" and "Hard Copy Form" | have the meanings respectively given to them in the Companies Act 2006; |
| "Member" | means a person becoming a Member in accordance with Article 27 and being eligible to receive notice of, and vote at, a general meeting; |
| "Member Organisation" | has the meaning given in Article 42.6; |
| "Proxy Notice" | has the meaning given in Article 45; |
| "Public Holiday" | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| "Secretary" | the secretary of the Trust (if any); |
| "Subsidiary Company" | any company in which the Trust holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; |
| "Trust" | The Herefordshire and Gloucestershire Canal Trust Limited; |
| "Trustee" | a director of the Trust, and includes any person occupying the position of director, by whatever name called; and |
| "Waterway" | The Herefordshire and Gloucestershire Canal including (not by way of limitation) all towpaths, embankments, cuttings, tunnels, aqueducts, roads, bridges, paths, buildings, structures, water supply and discharge works and all other structures and works associated with the Waterway; |
| "Writing" | 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 in Electronic Form or otherwise. |

1.2 Subject to clause 1.3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

- 1.3 Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Trust.