

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION
OF**

**ROYAL MARINES ASSOCIATION - THE ROYAL MARINES
CHARITY**

INCORPORATED ON 1 FEBRUARY 2010

as amended by special written resolutions passed on 26 January
2016, 26 March 2019 and 27 January 2022

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COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

1 NAME

- 1.1 The full name of the Charity is "Royal Marines Association – The Royal Marines Charity".
The working name of the Charity is "RMA – The Royal Marines Charity"

2 REGISTERED OFFICE

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

3 OBJECTS

- 3.1 The Objects of the Charity are:

- 3.1.1 To maintain and increase the efficiency of the Royal Marines, and to promote and preserve the esprit de corps, heritage, ethos and traditions of the Corps;
- 3.1.2 To assist or benefit persons serving in or who have served in the Royal Marines or of such dependants, spouses, civil partners, widows, widowers, children (including adopted children) or immediate close family of such persons as may for the time being be in need of charitable assistance or benefit;
- 3.1.3 To commemorate and remember those members of the Royal Marines who have lost their lives or suffered injury, or put themselves at risk of loss of life or injury, in service of the Crown and to encourage public recognition of their service and sacrifice;
- 3.1.4 To support the Royal Marines, the Royal Marines Cadet Section of the Sea Cadet Corps, the Royal Marines Cadet Section of the Combined Cadet Force, the Royal Marines Volunteer Cadet Corps by any other charitable means as the Trustees shall from time to time permit.

4 AMENDMENTS TO THE OBJECTS

- 4.1 The Sole Member shall not amend the Objects without prior consultation with the Trustees.

5 POWERS

- 5.1 The Charity has the following powers which may be exercised only in promoting the Objects:
- 5.1.1 to provide charitable benefits to any organisation which directly or indirectly benefits any of the persons described in the Objects,
- 5.1.2 to provide facilities and activities for the efficiency and wellbeing of Royal Marines, Royal Marines Reservists and Cadets associated with the Royal Marines,
- 5.1.3 to conduct exhibitions and promote and hold lectures,
- 5.1.4 to promote or carry out research,
- 5.1.5 to provide advice,
- 5.1.6 to publish or distribute information,

- 5.1.7 to co-operate with other bodies,
- 5.1.8 to support, administer or set up other charities,
- 5.1.9 to acquire, merge with or enter into any partnership or joint venture with any other charity formed for the Objects,
- 5.1.10 to raise funds (but not by means of taxable trading),
- 5.1.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act),
- 5.1.12 to acquire, take on lease or in exchange or hire property of any kind and to maintain and equip it for use,
- 5.1.13 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
- 5.1.14 to make grants or loans of money and to give guarantees,
- 5.1.15 to obtain and pay for such goods and services as are necessary for carrying out the work of the Charity,
- 5.1.16 to set aside funds for special purposes or as reserves against future expenditure,
- 5.1.17 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 5.1.18 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees,
 - (b) timely reports of all transactions are provided to the Trustees,
 - (c) the performance of the investments is reviewed regularly with the Trustees,
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
 - (g) the financial expert must not do anything outside the powers of the Charity,
- 5.1.19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or controlled by a financial expert acting under their instructions and to pay any reasonable fee required,
- 5.1.20 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required,

- 5.1.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 5.1.22 to pay for indemnity insurance for the Trustees,
- 5.1.23 subject to Article 6, to employ paid or unpaid agents staff or advisers,
- 5.1.24 to enter into contracts to provide services to or on behalf of other bodies,
- 5.1.25 to establish or acquire subsidiary companies to assist or act as agents for the Charity,
- 5.1.26 to pay the costs of forming the Charity,
- 5.1.27 to open and operate such bank and other accounts as the Trustees consider necessary, and
- 5.1.28 to do anything else within the law which promotes or helps to promote the Objects.

6 APPLICATION OF INCOME AND PROPERTY

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 6.2 A Trustee:
 - 6.2.1 is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity,
 - 6.2.2 may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with and subject to the conditions in section 189 of the Charities Act,
 - 6.2.3 may receive an indemnity from the Charity in the circumstances specified in Article 21.
- 6.3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member receiving:
 - 6.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity,
 - 6.3.2 reasonable and proper remuneration for any goods or services supplied to the Charity provided that if such member is a Trustee Article 6.4 applies.
- 6.4 No Trustee or connected person may:
 - 6.4.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public,
 - 6.4.2 sell goods, services, or any interest in land to the Charity,
 - 6.4.3 be employed by, or receive any remuneration from, the Charity,
 - 6.4.4 receive any other financial benefit from the Charity, unless:
 - (a) the payment is permitted by Article 6.5, or

- (b) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
 - 6.5.1 A Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - 6.5.2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185-186 of the Charities Act.
 - 6.5.3 Subject to Article 6.6 a Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person.
 - 6.5.4 A Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate.
 - 6.5.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the Trustee concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
 - 6.5.6 The Trustees may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, section 189 of the Charities Act.
 - 6.5.7 A Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 6.6 The Charity and its Trustees may only rely upon the authority provided by Article 6.5.3 if each of the following conditions is satisfied:
- 6.6.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between:
 - (a) the Charity or its Trustees (as the case may be); and
 - (b) the Trustee or connected person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the Charity.
 - 6.6.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - 6.6.3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
 - 6.6.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
 - 6.6.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

6.6.6 The reason for their decision is recorded by the Trustees in the minute book.

6.6.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 6.5.

6.7 In Articles 6.2 to 6.6 “Charity” shall include any company in which the Charity:

6.7.1 holds more than 50% of the shares, or

6.7.2 controls more than 50% of the voting rights attached to the shares, or

6.7.3 has the right to appoint one or more Trustees to the board of the company.

6.8 In Articles 6.4 to 6.6 above and Article 17 “connected person” means:

6.8.1 a child parent grandchild, grandparent, brother or sister of the Trustee,

6.8.2 the spouse or civil partner of the Trustee or of any person falling within Article 6.8.1 above,

6.8.3 a person carrying on business in partnership with the Trustee or with any person falling within Articles 6.8.1 or 6.8.2 above,

6.8.4 an institution which is controlled:

(a) by the Trustee or any connected person falling within Articles 6.8.1, 6.8.2 or 6.8.3 above, or

(b) by two or more persons falling within Article 6.8.4(a), when taken together,

6.8.5 a body corporate in which:

(a) the Trustee or any connected person falling within Article 6.8.1 to 6.8.3 has a substantial interest, or

(b) two or more persons falling within Article 6.8.5(a) who, when taken together, have a substantial interest.

6.8.6 Sections 350-352 of the Charities Act apply for the purposes of interpreting the terms used in Articles 6.7 and 6.8.

7 LIMITED LIABILITY

7.1 The liability of the Sole Member is limited.

8 GUARANTEE

8.1 The Sole Member promises, if the Charity is dissolved while it remains a member or within 12 months afterwards, to pay a sum not exceeding £1 towards the payment of the debts and liabilities of the Charity contracted before it ceased to be a member of the Charity and towards the payment of the costs and expenses of winding up.

9 DISSOLUTION

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

- 9.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- 9.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects, or
- 9.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

10 MEMBERSHIP

10.1 The Royal Navy and Royal Marines Charity shall be the Sole Member of the Charity.

10.2 Membership of the Charity is not transferable.

11 CONSULTATIVE MEETINGS

11.1 The Sole Member shall meet the Trustees at least once in every year.

11.2 Consultative meetings are called on at least 14 and not more than 28 clear days written notice specifying the business to be discussed.

11.3 The chair at a consultative meeting shall be the authorised representative of the Sole Member.

12 RESOLUTIONS

12.1 Except where otherwise provided by the Articles or the Companies Act, every issue put to the Sole Member for resolution shall be decided by ordinary resolution.

12.2 A written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose, a written resolution may be set out in more than one document.

12.3 The Sole Member shall consult with the Trustees before passing a special resolution as the member of the Charity.

12.4 The Sole Member must act in the best interests of the Charity when exercising its powers as a member of the Charity.

13 THE TRUSTEES AND THE PRESIDENT

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

13.2 The Board of Trustees shall comprise:

13.2.1 the office holder specified in Article 13.3 ("the ex-officio trustee"),

13.2.2 a minimum of six Co-opted Trustees, including, the Chair of the Charity, appointed in accordance with Articles 13.4 and 13.5;

13.2.3 a minimum of two members of the Membership Committee appointed as Nominated Trustees in accordance with Article 13.6;

13.2.4 a senior Royal Marines officer appointed as a Nominated Trustee in accordance with Article 13.6; and

13.2.5 any person appointed pursuant to Article 13.11

with the intent that a majority of the Trustees shall comprise persons who are serving or former serving members of the Royal Marines.

13.3 The ex-officio trustee shall be the following person:

13.3.1 the Corps Regimental Sergeant Major

such appointment to be made by virtue of such person's office.

13.4 The Co-opted Trustees shall be appointed in accordance with Article 13.5 and shall be individuals who are independent of the Ministry of Defence, but these may include Royal Marines who have retired from the Corps. Co-opted Trustees have the same duties and responsibilities as the other Trustees, but are selected and nominated by the Nominations Committee as set out in Article 13.5 for their expertise and knowledge in:

(i) finance, risk, audit and legal matters;

(ii) investments;

(iii) fundraising and marketing activities;

(iv) health and well-being matters, including benevolence; or

(v) transition matters.

13.5 The Trustees shall appoint a Nominations Committee from time to time to identify and nominate candidates to serve as Co-opted Trustees pursuant to Article 13.4. The Trustees may appoint or reject such candidates who shall serve for terms of three years (subject to earlier termination in accordance with Article 13.8) and who may serve no more than three terms unless the Trustees resolve otherwise.

13.6 The Trustees shall appoint the following individuals to be Nominated Trustees:

13.6.1 the Chair of the Membership Committee from time to time in office;

13.6.2 a member of the Membership Committee recommended by the Chair of the Membership Committee and approved by the Membership Committee; and

13.6.3 the recommended representative of the Commandant General Royal Marines.

Nominated Trustees shall serve for terms of three years (subject to earlier termination in accordance with Article 13.8) and may serve no more than three consecutive terms unless the Trustees resolve otherwise and shall resign as a Trustee upon ceasing to be a member of the Membership Committee or, in the case of the Chair of the Membership Committee and representative of the Commandant General Royal Marines, upon ceasing to hold such roles.

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

13.8 A Trustee's term of office automatically terminates if he or she:

13.8.1 is disqualified under the Charities Act from acting as a charity trustee,

- 13.8.2 is incapable whether mentally or physically of managing his or her own affairs,
- 13.8.3 is absent without notice from consecutive meetings of the Trustees over a period of six months and is asked by a majority of the other Trustees to resign,
- 13.8.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
- 13.8.5 is removed by the Trustees, or
- 13.8.6 is removed in accordance with s168 Companies Act 2006.
- 13.9 If the term of office of any Trustees appointed under Articles 13.3, 13.4 or 13.6 is terminated by the Sole Member under the provisions of the Companies Act 2006 then that Trustee, or his successor in office from time to time, shall not be reappointed or appointed as the case may be until the Sole Member consents in writing to such reappointment or appointment.
- 13.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 13.11 The Sole Member may appoint a Trustee from time to time subject to written consent of the Trustees (such consent not to be unreasonably withheld or delayed) by giving written notice of such appointment to the Charity. The Sole Member may remove or replace the Trustee at any time by giving written notice to the Charity. No more than one Trustee appointed under this Article may serve at any time. Normally, and by preference, a Trustee appointed by the Sole Member will be a director of the Sole Member.
- 13.12 The Commandant General Royal Marines shall be the President of the Charity. The President shall not be a Trustee, but shall be entitled to attend Trustee meetings as a non-voting observer, except where the Trustees resolve otherwise.
- 13.13 The Charity may appoint a Patron and one or more Vice Patrons and Vice Presidents in each case on such basis as the Trustees may approve.
- 13.14 The Chair of the Charity shall be appointed by and from the Board of Trustees for a period of up to three years and upon expiry of such period shall be eligible for re-appointment for one further term of up to three years, provided that the Chair of the Charity shall cease to hold such appointment forthwith upon ceasing to be a trustee.
- 13.15 The Chair of the Charity shall preside as chair at all meetings of the Board of Trustees at which s/he is present, but if there is no such appointment or if s/he is not present within fifteen minutes after the time appointed for holding a meeting or if s/he is unwilling to preside, the Trustees present shall choose one of their number to preside at that meeting.
- 13.16 The Trustees may appoint a Vice Chair of the Charity from amongst their number.

14 TRUSTEES' PROCEEDINGS

- 14.1 The Trustees must hold at least three meetings each year.
- 14.2 A quorum at a meeting of the Trustees may be fixed by the Trustees but, unless so fixed, is five Trustees of whom at least one must be a person who is a serving or former serving member of the Royal Marines.
- 14.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

- 14.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 14.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 14.6 Every Trustee has one vote on each issue but, in the case of equality of votes, the Chair of the meeting has a casting vote.
- 14.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15 TRUSTEES' POWERS

- 15.1 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees
- 15.1.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act,
 - 15.1.2 to appoint honorary officers from among their number,
 - 15.1.3 to appoint Trustees as additional Trustees,
 - 15.1.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees,
 - 15.1.5 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy,
 - 15.1.6 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees,
 - 15.1.7 to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any),
 - 15.1.8 to establish procedures to assist the resolution of disputes or differences within the Charity, and
 - 15.1.9 to exercise in their capacity of Trustees any powers of the Charity which are not reserved to the Sole Member.

16 DECLARATION OF TRUSTEES' INTERESTS

- 16.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared, A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal conflict (including but not limited to any personal financial interest).

17 CONFLICTS OF INTEREST

- 17.1 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 17.1.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
 - 17.1.2 the conflicted Trustee does not vote on any such matter and is not counted when considering whether a quorum of Trustees is present at the meeting, and
 - 17.1.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interests in the circumstances applying.
- 17.2 In this Article, a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or a connected person. For the purposes of this Article, the Trustee appointed in accordance with Article 13.11 shall not be deemed to be connected to the Sole Member or deemed to have a conflict of interest merely by virtue of having been appointed by the Sole Member.

18 RECORDS AND ACCOUNTS

- 18.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 18.1.1 annual returns,
 - 18.1.2 annual reports, and
 - 18.1.3 annual statements of account.
- 18.2 The Trustees must keep proper records of:
- 18.2.1 all proceedings at general meetings,
 - 18.2.2 all proceedings at meetings of the Trustees,
 - 18.2.3 all resolutions in writing,
 - 18.2.4 all reports of committees, and
 - 18.2.5 all professional advice obtained.
- 18.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 18.4 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.

19 MEMBERSHIP COMMITTEE

- 19.1 The Trustees shall establish a Membership Committee which shall be subject to terms of reference to be drawn up and approved by the Trustees (the "Membership Committee TOR") and which may be amended and/or replaced by the Trustees from time to time and shall have the authority to recognise RMA members as individual associated members of the Charity, as well as of branches and regional groups of RMA members. For the avoidance of doubt, RMA members shall not be members of the Charity for the purposes of the Companies Act 2006.
- 19.2 The purpose of the Membership Committee shall be to represent the interests of the RMA members and to perform such other functions as may be delegated to it from time to time by the Trustees. The Membership Committee shall establish bye-laws, which shall not be inconsistent with the provisions of these Articles and the Membership Committee TOR, setting out rules and regulations relating to RMA members and the organisation of branches and regions of RMA members (together the RMA Membership Bye-Laws). RMA Membership Bye-Laws are to be approved by the Trustees.
- 19.3 The Membership Committee shall comprise such individuals as set out in the Membership Committee TOR from time to time. However, for the avoidance of doubt as at the date of adoption of these Articles, the directors of RMA (old company) shall be deemed to be appointed as the first members of the Membership Committee subject to each such person agreeing to accept such appointment and who shall hold office until the time specified in the Membership Committee TOR and provided further that the acts and decisions of the Membership Committee shall not be invalidated or affected by any vacancy which may exist or arise in relation to any of the above positions at any time.
- 19.4 The Membership Committee may fill any casual or temporary vacancy among its members and/or co-opt additional persons to assist it on a temporary basis on such basis as may be provided for in the Membership Committee TOR.

20 NOTICES

- 20.1 Notices and other documents to be served on the Sole Member or Trustees under the Articles or the Companies Act may be sent by hand, by post or by suitable electronic means.
- 20.2 The only address at which Sole Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of members.
- 20.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 20.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 20.3.2 two clear days after being sent by first class post to that address,
 - 20.3.3 three clear days after being sent by second class or overseas post to that address,
 - 20.3.4 on being handed to the recipient personally,
- or, if earlier,
- 20.3.5 as soon as the recipient acknowledges actual receipt.
- 20.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

21 INDEMNITY

21.1 The Charity shall indemnify a relevant Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006. In this Article 21.1 “relevant Trustee” means any Trustee or former Trustee of the Charity.

22 INTERPRETATION

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

the Articles means the Charity’s articles of association,

Chair means the chair of the Trustees,

the Charity means the company governed by the Articles,

the Charities Act means the Charities Act 2011,

charitable means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word “charitable” or the words “charitable purposes” in force in any part of the United Kingdom,

charity trustee has the meaning prescribed by section 177 of the Charities Act,

clear days means, in relation to a period of notice, means 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,

the Commission means the body corporate known as the Charity Commission for England and Wales or any body which replaces it,

the Companies Act means the Companies Acts as defined in section 2 of the Companies Act 2006 insofar as they apply to the Charity,

constitution means the Memorandum and Articles and any special resolution relating to them,

consultative meetings means meetings referred to in Article 11,

Co-opted Trustee means a Trustee appointed in accordance with Article 13.5,

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, conference call, fax or email,

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 means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustees concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

material benefit means a benefit which may not be financial but has a monetary value,

member and membership refer to company membership of the Charity,

Membership Committee means the committee established by the Trustees pursuant to Article 19,

Membership Committee TOR has the meaning set out in Article 19.1,

month means calendar month,

Nominated Trustee means a trustee appointed in accordance with Article 13.6,

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 the Sole Member that is not required by the Companies Act to be passed as a special resolution,

the Objects means the Objects of the Charity as defined in Article 3.1,

resolution in writing means a written resolution of the Trustees,

RMA members means former members of RMA (old company) and / or the Royal Marines Association (Charity number 206003) and any non-statutory members of the Charity admitted as RMA Members by the Charity after the date of the adoption of these Articles. For the avoidance of doubt, RMA Members do not have membership rights and obligations as set out in the Companies Act 2006,

RMA (old company) means The Royal Marines Association Limited, a company limited by guarantee incorporated in England and Wales with registration number 09932494,

Secretary means a company secretary,

Sole Member means the only statutory member of the Charity having membership rights and obligations as set out in these Articles and in the Companies Act 2006,

special resolution means a resolution of the Sole Member that is required by the Companies Act to be passed as a special resolution,

taxable trading means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax,

Trustee means a director of the Charity and **Trustees** means the directors,

written or in writing refers to a legible document on paper including a document sent by electronic means which has been printed out on paper,

written resolution refers to an ordinary or a special resolution which is in writing, and

year means calendar year.

- 23.2 Unless the context otherwise requires, words and expressions contained in the Articles bear the same meaning as in the Companies Act.
- 23.3 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.
- 23.4 For the avoidance of doubt, the system of law governing the Articles is the law of England and Wales.