

THE COMPANIES ACTS 1985 AND 1989 COMPANY LIMITED BY GUARANTEE

Memorandum of Association of Bangladesh Association (Bristol, Bath and West)

1. NAME

- 1.1. The company's name is Bangladesh Association (and in this document it is called the Charity).

2. REGISTERED OFFICE

- 2.1. The Charity's registered office is to be situated in England.

3. OBJECTS

- 3.1. The Charity's Objects are for the benefit of the community of Bristol, South Gloucestershire, North Somerset and Bath and North East Somerset, with particular emphasis on those of Bangladeshi origin:
 - a) To improve the economic well-being of, and relieve poverty within, the community.
 - b) To advance education and educational opportunities for both children and adults.
 - c) The provision of facilities for recreation, leisure, cultural and religious activities, in the interest of social welfare with the object of improving the condition of life of the said community.

4. POWERS

- 4.1. The Charity has the following powers in order to further the Objects (but not for any other purpose):
 - a) to raise funds and invite and raise contributions from any person by way of subscription, grants, donations or otherwise, provided that in doing so, the Charity does not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity;. in exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
- d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed; in doing so, the Charity must comply with British law, and as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
- e) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- h) to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- i) to employ and remunerate such staff as are necessary for carrying out the work of the Charity; the Charity may remunerate a Trustee only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- j) to:
 - i) deposit or invest 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;
 - ii) delegate the management of investments to a financial expert(s) on such terms as may be thought fit, provided that:
 - (1) the Trustees shall be responsible for choosing the financial expert; fixing or enforcing the terms upon which the financial expert is employed; requiring the remedy of any breaches of those terms; and otherwise supervising the financial expert; but the Trustees shall not be liable for the acts and defaults of the financial expert;
 - (2) the financial expert(s) shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof;
 - (3) the investment policy is set down in writing for the financial expert by the Trustees;
 - (4) every transaction is reported promptly to the Trustees;
 - (5) the performance of the investments is reviewed regularly with

the Trustees;

- (6) the Trustees are entitled to cancel the delegation arrangement at any time;
- (7) the investment policy and the delegation arrangement are reviewed at least once a year;
- (8) 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
- (9) the financial expert must not do anything outside the powers of the Trustees.

and

- iii) arrange for the 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 of a financial expert authorised to carry on business under the provision of the Financial Services and Markets Act 2000 acting under their instructions, and to pay any reasonable fee required in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000 and in accordance with British law;
- k) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- l) to provide indemnity and legal expenses insurances for the Trustees, employees and volunteers of the Charity in relation to the following liabilities:
 - i) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust which he or she may be guilty of in relation to the Charity
 - ii) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading)
- m) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- n) to employ paid or unpaid agents, staff or advisers;
- o) To enter into contracts to provide services to or on behalf of other bodies;
- p) to promote or carry out research;
- q) to provide advice, advocacy and support;
- r) to publish or distribute information;
- s) to use the internet, and any other technological means and resources lawfully available, to communicate and disseminate information

- t) 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; and
- u) to do all such other lawful things as are necessary for the achievement of the Objects.

5. BENEFITS TO TRUSTEES

- 5.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Trustees and may not be paid out by way of dividend, bonus or otherwise by way of profit to any member of the Charity; and a Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity, except that the Charity may make payments or remission (as the case may be) in good faith of:
- a) interest or alternative recompense compatible with British law at a reasonable rate on money lent to the Charity by Trustees; alternatively, Trustees may opt not to take any form of recompense other than the return of the amount lent;
 - b) reasonable rent or hiring fee for property or equipment let or hired to the Charity by a Trustee;
 - c) the payment of any indemnity and legal expenses insurances;
 - d) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - e) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a defence to criminal proceedings);
 - f) payment to any company in which a Trustee has no more than a 1 per cent shareholding;
 - g) any sum or material benefit due and payable under a contract entered into pursuant, and
 - h) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.2. Trustees who are also beneficiaries may receive charitable benefits in that capacity.
- 5.3. A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- a) the goods or services are actually required by the Charity;
 - b) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees where competitive quotes have established the market rate for such services;
 - c) no more than 20% of the Trustees are interested in such a contract in any

financial year.

- 5.4. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- a) declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - b) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - c) not be counted in the quorum for that part of the meeting; and
 - d) be absent during the vote and have no vote on the matter.
- 5.5. This clause may not be amended without the written consent of the Commission in advance.

6. LIABILITY

- 6.1. The liability of the members is limited.

7. GUARANTEE

- 7.1. Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the costs of dissolution and the liabilities of the Charity incurred before he or she ceases to be a member.

8. DISSOLUTION

- 8.1. 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:
- a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - b) directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - c) in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 8.2. A final report and statement of account must be sent to the Commission.

9. INTERPRETATION

- 9.1. Words and expressions defined in the Articles have the same meanings in the Memorandum.
- 9.2. References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

THE COMPANIES ACTS 1985 AND 1989 COMPANY LIMITED BY GUARANTEE

Articles of Association of

Bangladesh Association (Bristol, Bath and West)

Interpretation

1. In these articles:

"the Act" means the Companies Act 1985

"these Articles" means these Articles of Association

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Charity

"the Charity" means the company intended to be regulated by these articles

"clear days" in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect

"the Commission" means the Charity Commissioners for England and Wales

"connected person" means a spouse, partner, child, parent, brother or sister of a Trustee

"financial year" means the financial year of the Charity

"honorary officers" includes the Chair, Vice-Chair, Treasurer and the Secretary

"member" means a member of the Company each of whom (for the avoidance of doubt) is also a Trustee

"the Memorandum" means the Memorandum of Association of the Charity

"the seal" means the common seal of the Charity if it has one

"Secretary" means the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a joint, assistant or deputy Secretary

"Special Resolution" means a resolution of the Trustees acting in their capacity as members of the Charity passed by 75% of those present voting in favour

"the Trustees" means the directors of the Charity each of whom (for the avoidance of doubt) is also a member and "Trustee" means any one of them. The directors are charity trustees as defined by Section 97 of the Charities Act 1993

"the United Kingdom" means Great Britain and Northern Ireland; and words importing one gender shall include all genders, and the singular includes the plural and vice versa

Unless the context otherwise requires, words or expressions contained in these Articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Objects

2. The Charity is established for the purposes and has the powers set out in the Memorandum.

Trustees

3. As to the Board of Trustees:
 - 3.1. The number of Trustees shall not be less than 7 and not more than 11.
 - 3.2. A Trustee must be aged 18 years or older.
 - 3.3. No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of these Articles.
 - 3.4. The first Trustees shall be those persons notified to Companies House as the directors of the Charity.
 - 3.5. Trustees are to be elected to the Board of Trustees by the membership at General Meetings. Where there are more nominees than the maximum number of Trustee positions available under these Articles, then Trustees are to be elected by secret ballot from the membership with those receiving most votes to be elected.
 - 3.6. Only members, their identity and membership confirmed, being present at the General Meeting prescribed for elections, can take part in voting by secret ballot.
 - 3.7. Votes for Trustees must be conducted in the presence of a neutral observer who should be either an officer of a funder of the company, a public official or a member of the local constabulary. The neutral observer must declare the vote(s) fair and legal, otherwise the voting will be null and void and have to be rescheduled no sooner than four weeks later.
 - 3.8. A Trustee shall serve for a term of two years from his or her appointment, or such other shorter term as the Trustees determine.
 - 3.9. A Trustee can only be appointed who has been a member for no less than twelve months, or for three months where said member has been resident within the area of operations for more than twenty four months, except where a new member has been co-opted to the Trustees and after serving for three months may be made a Trustee, if agreed unanimously by the Trustees, and if there are less than 9 Trustees already.
 - 3.10. The Trustees must hold at least 6 Trustees Meetings in each year.

Members

4. As to membership of the Charity:
 - 4.1. Membership shall be open to:-
 - a) Men and women, aged 18 or above of Bangladeshi origin who reside within the area of operation and/or who seek to further the aims of the Charity and who have paid an Annual Subscription.
 - b) Local, national and international voluntary or non-profit making organisations, whether corporate or unincorporated, that are interested in furthering the aims of the Charity and who have paid an Annual Subscription. Any such member must appoint a representative, aged 18 or above, that holds a position of authority within said organisation, to act as its representative at General Meetings. Such appointments must be declared in writing to the Trustees. They may also send observers (who shall have no voting rights) to attend General meetings where such deputations are declared to the Board of Trustees prior to any such meeting.
 - 4.2. A junior membership is available to persons of Bangladeshi origin who are under the age of eighteen years and who support the aims of the Charity. Junior members shall not be entitled to vote, but may be present at meetings of the membership, including General meetings.
 - 4.3. An associate membership is available to persons of non-Bangladeshi origin who support the aims of the Charity and people of Bangladeshi origin who reside outside the area of operations. Associate members shall not be entitled to vote, but may be present at meetings of the membership, including General meetings.
 - 4.4. No person shall be admitted as a member without paying an Annual Subscription, the amount of which to be decided by the Board of Trustees at their first meeting in each financial year.
 - 4.5. The Board of Trustees shall have the right:
 - a) To reject or approve applications for membership but must record in writing their reasons for rejecting a membership application and make available such records to any interested party including the applicant.
 - b) For good and sufficient reason to terminate the membership of any individual or organisation provided that the member concerned, or representative of member organisation, shall have the right to address the Board of Trustees prior to a final decision on such exclusion. The Board of Trustees must record in writing their reasons for terminating a membership and make available such records to any interested party including the applicant.
 - 4.6. Membership must be renewed annually, the member having the responsibility of ensuring renewal.
 - 4.7. The Board of Trustees will ensure a minimum of one annual correspondence to the membership to advise of General Meetings and membership renewal.
 - 4.8. Membership is not transferable to anyone else.

- 4.9. A member may withdraw from membership within any given period of membership by declaring their withdrawal in writing to the Charity. There will be no entitlement to a full or partial refund of their membership fee.
- 4.10. A member will have been a member for no less than sixty days during the present period of membership in order to be able to vote for the appointment of Trustees at General Meetings. This periods does not include previous periods of membership where the member has failed to renew membership before the current period going into an election. A period of 2 weeks grace is allowed from membership lapsing for renewal in order to qualify to vote.
- 4.11. The Trustees must keep a register of names and addresses of the members which includes dates of membership and renewal.

Types of Meetings

5. Meetings of the Trustees are either:
 - 5.1. General (Members) Meetings being meetings of the Trustees acting in their capacity as members of the Charity; or
 - 5.2. Trustees Meetings being meetings of the Trustees acting in their capacity as directors of the Charity.

General Meetings

6. The Charity, as a company limited by guarantee, must hold its first annual general meeting ("AGM") within six months after the date of its incorporation. An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
7. All general meetings other than annual general meetings shall be called extraordinary general meetings ("EGM").

Notice of Meetings (see also Articles 8.1 to 9.2 below)

8. As to notice of general meetings:
 - 8.1. The minimum periods of notice required to hold a general meeting of the Charity are:
 - a) Twenty one clear days for an AGM and an EGM called for the passing of a special resolution
 - b) Fourteen clear days for all other EGMs
 - 8.2. A general meeting may be called by shorter notice if it is so agreed:
 - a) In the case of an AGM, by all the Trustees entitled to attend and vote; and
 - b) In the case of an EGM, by 90% of the Trustees or 60% of the membership who shall submit their request in writing.
 - 8.3. The notice must:
 - a) specify the time, date and place of the meeting and the general nature of the

business to be transacted;

- b) if the meeting is to be an AGM, the notice must say so;
- c) be given to all the Trustees and to the auditors.

8.4. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

9. As to notice of all meetings other than general meetings, including Trustees meetings and committee meetings:

9.1. The Secretary upon the request of a Trustee at any time shall call a Trustees meeting or a committee meeting.

9.2. The Trustees shall by rules or standing orders determine how much notice is required to be given of Trustees Meetings and committee meetings.

Proceedings at all Meetings

10. The Trustees may regulate their proceedings as they think fit, subject to the provisions of these Articles.

11. As to quorum:

11.1. No business shall be transacted at a meeting unless a quorum is present.

11.2. Five or more Trustees including at least one of the Chair or Vice-Chair or Treasurer is deemed to be a quorum.

11.3. A Trustee shall not be counted in the quorum on any matter on which he or she is not entitled to vote.

11.4. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies.

12. Meetings shall be chaired by the Chair of Trustees or in his or her absence by the Vice-Chair or if he or she is also absent the Treasurer or if he or she is also absent by a Trustee nominated by the Trustees present to chair the meeting.

13. As to voting:

13.1. Resolutions other than special resolutions shall be decided on a simple majority vote and special resolutions shall be decided on a majority of at least 75% of those entitled to attend and vote on a show of hands or on a poll.

13.2. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded:

- a) by the person chairing the meeting; or
- b) by at least two Trustees having the right to vote at the meeting; or
- c) at a general meeting, by Trustees representing 10% of the Trustees.

- 13.3. On a show of hands or a poll every Trustee shall have one vote.
14. The Trustees shall by rules or standing orders (see Articles below) prescribe the procedures for adjourning and reconvening meetings and for voting by poll.
15. As to written resolutions:
 - 15.1. A resolution in writing executed by or on behalf of each Trustee who would have been entitled to vote upon it if it had been proposed at a meeting at which he was present shall be as effectual as if it had been passed at a meeting duly convened and held; and
 - 15.2. Such a resolution may consist of several documents in like form, each signed by one or more persons but a resolution so signed shall not be effective to do anything for which the Act requires special notice, namely resolutions to remove a Trustee under section 303 or an auditor under section 391.

Disqualification and Removal of Trustees

16. A Trustee shall cease to hold office if:
 - 16.1. he or she ceases to be a director by virtue of any provision in the Act or is prohibited by law from being a director;
 - 16.2. he or she is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
 - 16.3. he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 16.4. he or she resigns as a Trustee by notice to the Charity; or
 - 16.5. he or she is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated.
 - 16.6. In accordance with the Act, upon giving special notice of 28 days, the Charity may by passing an ordinary resolution (complying with the procedures set out in sections 303 and 304 of the Act) remove any Trustee before the end of his period of office notwithstanding anything in these Articles or any agreement between the Charity and the Trustee to the contrary.

Trustees' Remuneration

17. The Trustees must not be paid any remuneration unless it is authorised by clause 5 of the Memorandum.

Powers of Trustees

18. As to the powers of the Trustees:
 - 18.1. The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Act, the Memorandum, or these Articles.

- 18.2. No alteration of the Memorandum or these Articles shall have retrospective effect to invalidate any prior acts of the Trustees.
- 18.3. Any meeting of the Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.
- 18.4. 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 interest (including but not limited to any personal financial interest or interest as a Trustee or member of another organisation).
- 18.5. Subject to these Articles, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:
- a) who was disqualified from holding office;
 - b) who had previously retired or who had been obliged by the Articles to vacate office;
 - c) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
- if without:
- d) the vote of that Trustees; and
 - e) that Trustee being counted in the quorum;
- the decision has been made by a majority of the Trustees at a quorate meeting.
- 18.6. These Articles do not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees.

Honorary Officers

19. The Trustees shall appoint any Trustee to act as Chair, Vice-Chair, Treasurer or other honorary officer for a period to be determined by the Trustees before the appointment of each honorary officer.
20. The Trustees shall appoint and remove any Trustee to act as Secretary in accordance with the Act.

Rules

21. The Trustees may from time to time make, add to or revise such reasonable and proper rules or standing orders as they may deem necessary or expedient for the proper conduct and management of the Charity that are consistent with the Act, the Memorandum or these Articles.
22. The standing orders may regulate the following matters but are not restricted to them:
- 22.1. the proceedings of meetings of Trustees, annual general meetings and the proceedings of committees;

- 22.2. the nomination and election of Trustees;
 - 22.3. procedures to assist the resolution of disputes and differences within the Charity;
 - 22.4. the conduct of Trustees in relation to one another, and to the Charity's employees and volunteers;
 - 22.5. generally, all such matters as are commonly the subject matter of company rules.
23. The Trustees must adopt such means as they think sufficient to bring the rules and standing orders to the notice of new Trustees on appointment.

Delegation

24. As to delegation of the Trustees' powers:
- 24.1. The Trustees may delegate any of their powers or functions to a committee of two or more Trustees.
 - 24.2. The Trustees may co-opt to committees persons who are not Trustees; in committees co-opted persons have the same voting rights as Trustees.
 - 24.3. The terms of any delegation must be recorded in the minutes of Trustees' meetings.
 - 24.4. The Trustees may impose conditions when delegating, including that:
 - a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
 - 24.5. The Trustees may revoke or alter a delegation.
 - 24.6. All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

Seal

25. If the Charity has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees; the Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

Minutes

26. The Trustees must keep minutes of :
- 26.1. all appointments of honorary officers made by the Trustees;
 - 26.2. all meetings of the Trustees, AGMs, EGMs and committees of Trustees including:
 - a) the names of the Trustees, and, if applicable, co-opted persons present at the meeting;
 - b) the decisions made at the meetings; and

c) where appropriate the reasons for the decisions.

26.3. all professional advice obtained

Accounts

27. The Trustees must:

27.1. prepare for each financial year accounts as required by section 226 (or, if applicable, section 227) of the Act; the accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

27.2. keep accounting records as required by sections 221 and 222 of the Act.

Annual Report and Return and Register of Charities

28. The Trustees must comply with the requirements of the Charities Act 1993 with regard to:

28.1. the transmission of the statements of account to the Charity;

28.2. the preparation of an annual report and its transmission to the Commission;

28.3. the preparation of an annual return and its transmission to the Commission;

28.4. notifying the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

Notices

29. As to notices:

29.1. Any notice to be given to or by any person pursuant to the Articles:

a) must be in writing; or

b) must be given using electronic communications.

29.2. The Charity may give any notice to a Trustee either:

a) personally; or

b) by sending it by post in a prepaid envelope addressed to the Trustee at his or her address; or

c) by leaving it at the address of the Trustee; or

d) by giving it using electronic communications to the Trustee's address.

29.3. A Trustee who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

- 29.4. A Trustee present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
 - 29.5. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
 - 29.6. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
30. A notice shall be deemed to be given:
- 30.1. 48 hours after the envelope containing it was posted; or
 - 30.2. in the case of an electronic communication, 48 hours after it was sent.

Indemnity

- 31. The Charity shall indemnify every Trustee or other officer or auditor of the Charity against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the Trustee or in which the Trustee is acquitted or in connection with any application in which relief is granted to the Trustee by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.