THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

of

INSTITUTE OF LEGACY MANAGEMENT

Company No: 4340249

Incorporated: 14 December 2001, as amended by special resolution on [date]

Charity and Social Business Team
2 Putney Hill
London
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Tel: 020 8789 9111
www.russell-cooke.co.uk

1. NAME

The name of the company is INSTITUTE OF LEGACY MANAGEMENT ("the Company").

2. REGISTERED OFFICE

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

3. OBJECTS

The objects ("Objects") of the Company are to promote the highest standards of legacy management and legacy promotion, including by:

3.1 providing education, training and professional development to those involved in legacy management and legacy promotion;

3.2 promoting high professional standards amongst those involved in legacy management and legacy promotion;

3.3 providing advice, support, guidance and consultancy services relating to legacy management and legacy promotion;

3.4 collecting, assessing, developing and distributing information, research and statistics relating to legacy management and legacy promotion;

3.5 facilitating and providing services and resources to support those involved in legacy management and legacy promotion; and

3.6 representing and promoting the interests of the legacy management and legacy promotion profession, including engaging with policy makers and regulators where appropriate.

4. POWERS

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

4.1 to promote or carry out research, provide advice and publish or distribute information;

4.2 to co-operate with other bodies;

4.3 to support, administer or set up charities;

4.4 to raise funds;

4.5 to borrow money and give security for loans;

4.6 to acquire or hire property of any tenure and of any kind, including but not by way of limitation, real, personal, incorporeal, or intellectual property or rights;

4.7 to let or dispose of or grant rights over or in respect of property of any kind;

4.8 to make grants or loans of money and to give guarantees;

4.9 to set aside funds for special purposes or as reserves against future expenditure;

4.10 to deposit or invest funds in any manner;

4.11 to delegate the management of investments to an individual firm or company of repute;

4.12 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors, or of a financial expert acting under their instructions, and to pay any reasonable fee required;

4.13 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company (including Directors indemnity insurance) when required;

4.14 to employ paid or unpaid agents, staff or advisers and to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows and widowers and other dependents and for the payment of death benefits to or on behalf of employees their widows and dependents;

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

4.16 to establish subsidiary companies to assist or act as agents for the Company; and

4.17 to do anything else within the law which promotes or helps to promote the Objects.

5. INCOME AND PROPERTY

5.1 The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:

5.1.1 of reasonable and proper remuneration to any member, officer, employee or servant of the Company for any service rendered to the Company;

5.1.2 of interest on money lent by any member or Director of the Company to the Company at a reasonable and proper rate;

5.1.3 to any member or Director for out-of-pocket expenses;

5.1.4 of reasonable and proper rent for premises demised or let by any member of the Company or Director;

5.1.5 for goods or services supplied by any member, Director or company of which a member or Director is a member or employee, provided that the goods or services are actually required by the Company and the nature and level of remuneration or payment is no more than is reasonable in relation to the value of the goods or services; or

5.1.6 pursuant to Article 6 (Indemnity of Directors and Former Directors) and Article 7 (Insurance).

6. INDEMNITY OF DIRECTORS AND FORMER DIRECTORS

6.1 For the purposes of this Article, "Relevant Officer" means any Director, former Director or other officer of the Company.

6.2 To the extent permitted by law, and without prejudice to any indemnity to which a Relevant Officer may otherwise be entitled:

6.2.1 the Company shall indemnify every Relevant Officer out of the assets of the Company against all costs and liabilities incurred by the Relevant Officer in that capacity;

6.2.2 the Company may provide funds to every Relevant Officer to meet expenditure incurred or to be incurred by them in any proceedings

(whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by them as a Relevant Officer, provided that they will be obliged to repay such amounts no later than:

6.2.2.1 if they are convicted in proceedings, the date when the conviction becomes final;

6.2.2.2 if judgment is given against them in proceedings, the date when the judgment becomes final; or

6.2.2.3 if the court refuses to grant them relief on any application under the Companies Act, the date when refusal becomes final.

6.2.2.4 The procedure in Article 18 (Directors' conflicts of interests) must be followed during any discussions and decisions relating to an indemnity under this Article6.

7. INSURANCE

7.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

7.2 In this Article:

7.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company;

7.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

7.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

8. LIMITED LIABILITY

The liability of members is limited.

9. GUARANTEE

Every member undertakes, if the Company is dissolved while they remain a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member.

10. LIQUIDATION

If the Company is dissolved any surplus assets are to be transferred to one or more charitable or non-charitable not-for-profit organisations with the same or similar purposes to the Objects as the Directors shall resolve.

11. MEMBERSHIP

11.1 The number of members with which the Company proposes to be registered is unlimited.

11.2 The Company must maintain a register of members.

11.3 Membership of the Company is open to any individual over 18 years of age or organisation (whether being a corporate body or an organisation that is unincorporated) interested in promoting the Objects who:

11.3.1.1 applies to the Company in the form required by the Directors; and

11.3.1.2 is approved by the Directors; and

11.3.1.3 is entered into the Company's register of members as a member.

11.4 Each member that is an organisation has the right to appoint one authorised representative. At any time by giving notice in writing to the Company, that member can cancel the appointment of its authorised representative and appoint another instead. The member must confirm the name of its authorised representative at the Company's request. The authorised representative has the right to attend, vote and speak at general meetings of the Company on behalf of the member and any vote given shall be valid unless prior to the vote the Company receives written notice from the member cancelling the appointment of the authorised representative.

11.5 The Directors may determine the terms and amounts of any subscriptions for members.

11.6 The Directors may create associate or other classes of non-voting membership and prescribe their respective rights and obligations (including the terms and amounts of any subscriptions) and the conditions for admission to, and termination of, any such class of members. Other references in these Articles to "members" and "membership" do not apply to non-voting members.

11.7 Membership is terminated if the member concerned:

11.7.1 gives written notice of resignation to the Company;

11.7.2 dies or (in the case of an organisation) ceases to exist;

11.7.3 is three months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or

11.7.4 is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 28 clear days after receiving notice).

11.8 Membership of the Company is not transferable.

12. GENERAL MEETINGS

12.1 Members are entitled to attend general meetings either personally, by proxy or (in the case of a member organisation) by their authorised representative. General meetings are called on at least 14 clear days written notice specifying the business to be discussed.

12.2 A general meeting may be held:

12.2.1 in person;

12.2.2 by suitable electronic means agreed by the Directors; or

12.2.3 partly in person and partly by suitable electronic means agreed by the Directors.

12.3 Any member participating at a meeting by suitable electronic means agreed by the Directors in which a member or members may communicate with all the other members in real time shall qualify as being present at the meeting.

12.4 Directors may attend and speak at general meetings, whether or not they are members.

12.5 The Chair of the meeting may permit other persons who are not members to attend and speak at a general meeting.

12.6 No business may be transacted at any general meeting unless a quorum is present. There is a quorum at a general meeting if the number of present personally, by proxy or (in the case of a member organisation) by their authorised representative is at least 3% of members.

12.7 If within half an hour from the time appointed for a general meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it.

12.8 The Chair (if any) of the Directors shall preside as Chair at every general meeting. If there be no Chair, or if at any meeting he shall not be present within fifteen minutes after the time for holding the meeting, the members present shall choose a Director or, failing a Director, some member of the Company who shall be present, to preside.

12.9 The Chair may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place.

12.10 When adjourning a general meeting, the Chair must 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 Directors and must have regard to any directions as to the time and place of any adjournment which have been given by the meeting. No business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 14 days or more, the Company must give at least 7 days' clear notice of it to the same persons to whom notice of the Company's general meetings is required to be given and containing the same information which such notice

is required to contain. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members then present shall be a quorum.

12.11 At any general meeting a resolution put to the vote of the meeting shall be decided:

12.11.1 if the meeting is held entirely in person, on a show of hands unless, before or upon the declaration of the result of the show of hands, a poll is demanded. Subject to the Act, a poll may be demanded:-

12.11.1.1 by the Chair; or

12.11.1.2 by at least three members who together represent not less than one-tenth of the total voting rights of all members having the right to vote at the meeting; or

12.11.2 if the meeting is held by electronic means or partly in person and partly by electronic means, by poll.

12.12 Where voting takes place on a show of hands, unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minute book of the meeting 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. The demand for a poll may be withdrawn if the poll has not yet been taken and the Chair consents to the withdrawal.

12.13 Where voting takes place on a show of hands, if a poll be demanded, it shall be taken at such time and place and in such manner (including through the use of electronic communications or electronic voting system agreed by the Directors) as the Chair of the meeting shall direct, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.

12.14 In the case of an equality of votes whether on a show of hands or on a poll the Chair of the meeting shall be entitled to a second or casting vote.

12.15 The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

12.16 The Company must hold an AGM in every year which all members are entitled to attend.

12.17 At an AGM the members:

12.17.1 receive the accounts of the Company for the previous financial year;

12.17.2 receive the Directors' report on the Company's activities since the previous AGM;

12.17.3 note the retirement of those Directors who are retiring at the end of their term of office;

12.17.4 elect persons to be Directors to fill the vacancies arising;

12.17.5 appoint auditors for the Company where required by law;

12.17.6 may confer on any individual (with their consent) the honorary title of Patron, President or Vice-President of the Company who shall hold office on such terms as the Directors shall think fit. Such an appointment shall not confer membership of the Company; and

12.17.7 discuss and determine any issues of policy or deal with any other business put before them.

12.18 Any general meeting which is not an AGM is an EGM.

12.19 An EGM may be called at any time by the Directors and must be called within 28 days of a written request from at least one tenth of members qualified to attend and vote at an EGM.

13. VOTES OF MEMBERS

13.1 Subject as set out in Article 13.2, every voting member shall have one vote.

13.2 No member other than a voting member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of their membership shall be entitled to vote on any question at any general meeting.

13.3 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

13.3.1 states the name and address of the member appointing the proxy;

13.3.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

13.3.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

13.3.4 is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

13.4 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

13.5 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.

13.6 Unless a proxy notice indicates otherwise, it must be treated as:

13.6.1 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

13.6.2 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.

13.7 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 company by or on behalf of that person.

13.8 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

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

13.10 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

14. WRITTEN RESOLUTION OF MEMBERS

14.1 Except in the case of a resolution to remove a Director or the auditor before the expiry of their term, members may pass a written resolution without a meeting being held, provided that:

14.1.1 it is in writing;

14.1.2 a copy of the proposed resolution has been sent to every eligible member;

14.1.3 in the case of a special resolution, it must be stated on the resolution that it is a special resolution, and it must be signed by at least 75 per cent. of members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

14.1.4 in the case of an ordinary resolution, it must be signed by a majority of members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings; and

14.1.5 it is contained in a document which has been received at the office within the period of 28 days beginning with the circulation date.

14.2 A written resolution may consist of two or more documents in identical form signed by members and is passed when the required majority of eligible members have signified their agreement to it.

15. THE DIRECTORS

15.1 The Directors have control of the Company and its property and funds and are responsible for the management of the business of the Company.

15.2 Unless otherwise determined by ordinary resolution of the members, the Company must have at least 3 and not more than 12 Directors.

15.3 Directors are elected by the members of the Company at an AGM for a three-year term, although the Directors may co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director in accordance with Article 15.7.

15.4 A Director must:

15.4.1 be a natural person of at least 18 years of age ;

15.4.2 be a voting member;

15.4.3 not be disqualified from acting as a Director under Article 15.6;

15.4.4 not be an employee, director, officer, member of staff, consultant of a Corporate Partner or of an organisation that is controlled by a Corporate Partner;

15.4.5 not be an employee, director, officer, member of staff or consultant of a member organization (or of an organization that is controlled by that member organization) if an employee, director, officer, member of staff or consultant of that organization (or of an organization that is controlled by that member organization) is already a Director; and

15.4.6 confirm their willingness to act as a Director and consent to their appointment as a Director.

15.5 At the third annual general meeting after their election, a Director shall retire. A Director shall be eligible for re-election provided that no Director may serve more than nine years in office in total unless, in exceptional circumstances, on the recommendation of the Directors, the Director is elected for one further term. For the purposes of this Article a "year" shall mean a complete period of service between two AGMs.

15.6 A Director's term of office automatically terminates if they:

15.6.1 are incapable, whether mentally or physically, of managing their own affairs and are removed by a resolution of a majority of the other Directors;

15.6.2 are absent from 3 consecutive meetings of the Directors unless prior leave of absence has been obtained (such leave not to be unreasonably withheld);

15.6.3 resign by written notice to the Directors (but only if at least the minimum number of Directors required under Article 15.2 will remain in office);

15.6.4 are removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views;

15.6.5 cease to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;

15.6.6 become bankrupt or makes any arrangement or composition with creditors;

15.6.7 cease to be a voting member;

15.6.8 become an employee, director, officer, member of staff or consultant of a Corporate Partner or an organisation that is controlled by a Corporate Partner;

15.6.9 become an employee, director, officer, member of staff or consultant of a member organization (or of an organization that is controlled by that member organization) if an employee, director, officer, member of staff or consultant of that organization (or of an organization that is controlled by that member organization) is already a Director;

15.6.10 are removed from office by a resolution of the Directors present and voting at a board meeting provided:

15.6.10.1 at least half of the serving Directors are present at the meeting;

15.6.10.2 that prior written notice of meeting and the intention to propose such a resolution has been given to the Director in question; and

15.6.10.3 the Directors consider any representations from the Director in question, giving the Director in question an opportunity to make representations to the extent that it is reasonable in the circumstances;

15.6.11 are a co-opted Director and is removed by the Directors; or

15.6.12 die.

15.7 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM, where they may be eligible to be elected as a Director by the members.

15.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15.9 The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

16. PROCEEDINGS OF DIRECTORS

16.1 The Directors must hold at least 4 meetings each year.

16.2 A quorum at a meeting of the Directors is one third of Directors from time to time or a minimum of 3. A Director shall not be counted in the quorum at a meeting of the Directors in relation to a decision they are not entitled to vote on pursuant to Article 18.

16.3 The Directors shall appoint a Chair from among their number who shall hold office until he resigns or ceases to be a Director or the Directors elect an alternative Chair whichever first happens.

16.4 A meeting of the Directors may be held either in person, by telephone or by suitable electronic means agreed by the Directors in which all participants

may communicate with all the other participants in real time. This may include:

16.4.1 physical meetings where all participants are present in the same room;

16.4.2 virtual meetings where all participants access the meeting by telephone or suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants in real time; and

16.4.3 hybrid meetings where some participants attend physically and some attend virtually.

16.5 A Director may not appoint anyone to act on their behalf at a meeting of the Directors.

16.6 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.

16.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by a simple majority of Directors eligible to vote is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

16.8 Except for the Chair of the meeting, who has a second or casting vote, every Director has one vote on each issue.

16.9 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

16.10 The Directors may act despite any vacancy, but if the number of Directors falls below the number fixed as the quorum, it may act only to co-opt one or more further Directors in accordance with Article 15.7.

17. POWERS OF DIRECTORS

The Directors have the following powers in the administration of the Company:

17.1 to appoint (and remove) any member (who may be a Director) to act as Secretary to the Company in accordance with the Act;

17.2 to appoint a Director of Finance who may or may not be a Director. A Director of Finance who is not a Director shall be deemed to be a co-opted Director;

17.3 to delegate any of their functions to committees, task groups and working parties consisting of two or more individuals appointed by them, but at least one member of every committee, task group and working party must be a Director and all proceedings of committees, task groups and working parties must be reported promptly to the Directors. The Directors may revoke any delegation in whole or part, or alter its terms and conditions;

17.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

17.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees, task groups and working parties;

17.6 to make regulations consistent with these Articles and the Act to govern the administration of the Company and the use of its seal (if any);

17.7 to establish procedures to assist the resolution of disputes within the Company;

17.8 to exercise any powers of the Company which are not reserved to the members by the Act or these Articles; and

17.9 generally to manage the business of the Company exercising all the powers of the Company.

18. CONFLICTS OF INTEREST

18.1 Subject to Article 18.2, if a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the company in which a director or their connected persons are interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes, but may take part in discussions for the purposes of providing information, if invited to do so by the non-conflicted Directors.

18.2 A Director who is, or whose connected persons are, interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes if:

18.2.1 the Company by ordinary resolution disapplies Article 18.1; or

18.2.2 the Director's, or their connected person's, interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

18.3 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

18.4 Subject to Article 18.5, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.

18.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

19. RECORDS & ACCOUNTS

19.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:

19.1.1 annual reports;

19.1.2 annual returns; and

19.1.3 annual statements of account.

19.2 The Directors must keep proper records of:

19.2.1 all proceedings at general meetings;

19.2.2 all proceedings at meetings of the Directors;

19.2.3 all reports of committees; and

19.2.4 all professional advice obtained.

19.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.

19.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

20. NOTICES

20.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published on the Company's website or in any suitable journal or newspaper or any newsletter distributed by the Company.

20.2 Any notice given to the Company shall be addressed to the Secretary, or, if there is no Secretary, to the Directors and sent to its registered office or other address (including email address) specified by the Company in writing.

20.3 The only address at which a member is entitled to receive notices is the address shown in the register of members or other address (including email address) notified to the Company by that member in writing. A member providing the Company with their email address is taken to have agreed to receive notices from the Company in electronic form at that address, unless the member notified the Company in writing to the contrary.

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

20.4.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

20.4.2 two clear days after being sent by first class post to that address;

20.4.3 three clear days after being sent by second class or overseas post to that address;

20.4.4 immediately on being handed to the recipient (or, in the case of a member organisation, its authorised representative) personally; or

20.4.5 if earlier, as soon as the recipient acknowledges actual receipt.

20.5 A technical defect in the giving of or accidental omission from a notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

21. INTERPRETATION

In these Articles:

21.1 "The Act" means the Companies Act 2006;

"AGM" means an annual general meeting of the Company;

"these Articles" means these articles of association;

"Chair" (unless the context otherwise requires) means the chair of the Directors;

"clear day" means in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;

“connected person” means, in relation to a Director, those persons who are deemed to be connected to a Director by virtue of section 252 of the Act;

“controlled by” means, in relation to a Corporate Partner or a member organisation, any body corporate or unincorporated organisation in respect of which the Corporate Partner or member organisation holds, directly or indirectly, more than 25% of the shares or voting rights, or has the right,

directly or indirectly, to appoint or remove a majority of the board of directors, or has the right to exercise or actually exercises significant influence or control;

“Corporate Partner” means an organisation that has been admitted by the Institute of Legacy Management as a corporate partner and which provides products, services, expertise, guidance or training relevant to the charity legacy administration sector, in accordance with the Company’s corporate partnership criteria and arrangements;

"EGM" means an extraordinary general meeting of the Company;

"member","membership" and “voting member” refer to membership of the Company as defined in section 112 of the Act;

"month" means calendar month;

"the Objects" means the Objects of the Company as defined in Article 3 of these Articles;

“signed” shall include such forms of authentication that are permitted by law;

"Secretary" means the Secretary of the Company;

“subscription” means the membership fees for members and non-voting members determined by the Directors in accordance with Articles 11.5 and 11.6;

"written" or "in writing" means 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; and

"year" means calendar year.

21.2 Apart from the words defined above, any words or expressions defined in the Act have the same meaning in these Articles, unless the context indicates another meaning.

21.3 References to an Act of Parliament are to the Act of Parliament as amended or re-enacted from time to time and to any subordinate legislation made under it.