

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital

Articles of Association
of the
PUBLIC INTEREST NEWS FOUNDATION
Company number: 12320800

THE COMPANIES ACT 2006
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION
OF THE
PUBLIC INTEREST NEWS FOUNDATION

1 NAME

1.1 The name of the company is the **Public Interest News Foundation** (the “**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, for the public benefit:

3.1.1 to promote public understanding and knowledge of the principles and practice of investigating, reporting and disseminating Public Interest News, including relevant law, ethics, codes of conduct and practical aspects of related activities;

3.1.2 to promote citizenship and civic responsibility and encourage and facilitate informed participation and engagement by members of the public in their communities, including by supporting the provision of Public Interest News by exclusively charitable means; and

3.1.3 to promote high standards of ethical conduct and best practice in journalism and the editing and publication of news in the print and other media for the benefit of the general public, having regard to the need to act within the law and to protect both the privacy of individuals and freedom of expression;

(the “**Objects**”).

3.2 In this Article 3 and elsewhere in these Articles, “**Public Interest News**” means news and other information which is produced and disseminated to the public according to high standards of ethical conduct and best practice in journalism and which provides one or more of the following benefits to the public:

3.2.1 informs members of the public about matters of relevance to their role and responsibilities as citizens;

3.2.2 enables members of local communities to become aware of and understand matters of common concern to them as members of their community and which promotes their involvement and cooperation in such matters and community cohesion accordingly;

3.2.3 enables members of the public to participate in an informed manner in relevant democratic processes and, as a result, supports the legitimacy of the democratic process as a whole;

3.2.4 benefits the public by promoting charitable educational outcomes, such as improving public understanding of health and medical matters or the conservation of the environment;

and specifically excludes material which is simply entertaining in nature, politically motivated, biased or inaccurate, or which fails to observe a person's right to privacy.

- 3.3 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

- 4.1 by exclusively charitable means, to provide guidance, support and financial and other assistance to persons or organisations concerned with the provision of Public Interest News; and to support or carry out (some of) the functions of the proposed Institute for Public Interest News ("IPIN"), in accordance with Recommendation 9 of the **Cairncross Review**;
- 4.2 to provide guidance, support and financial and other assistance to support the exclusively charitable activities of persons or organisations concerned with promoting high standards of ethical conduct and best practice in journalism and the editing and publication of news in the print and other media.
- 4.3 to carry out research and to publish and distribute the useful results;
- 4.4 to provide, publish or distribute information;
- 4.5 to advertise in such manner as may be thought expedient;
- 4.6 to co-operate with other bodies and to exchange information and advice with them;
- 4.7 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.8 to accept gifts and to carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
- 4.9 to receive and administer bequests and donations;
- 4.10 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - 4.10.1 ancillary to the transaction;
 - 4.10.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
 - 4.10.3 not a purely speculative transaction;
- 4.11 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.12 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.13 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.14 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;

- 4.15 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) provided that the Charity shall have power to retain any investments donated to it;
- 4.16 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.16.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.16.2 timely reports of all transactions are provided to the Trustees;
 - 4.16.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.16.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.16.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.16.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.16.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.17 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.18 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.19 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.20 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.21 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.22 to enter into contracts to provide services to or on behalf of other bodies;
- 4.23 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects; and
- 4.24 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Trustees.
- 5.2 Subject to compliance with Article 5.5, Trustees and Connected Persons:
 - 5.2.1 may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.2.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.2.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
 - 5.2.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.3 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

- 5.3.1 as mentioned in Articles 4.20, 5.2 or 5.4;
 - 5.3.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.3.3 an indemnity pursuant to Article 15 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.3.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - 5.3.5 in exceptional cases, other payments or benefits but only with:
 - (a) the written consent of the Commission in advance where required under the Charities Act; and
 - (b) the approval or affirmation of the Members where required under the Act.
- 5.4 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.3.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act to supply goods or services to the Charity in return for a payment or other material benefit but only if:
- 5.4.1 the contract is in writing and states the maximum to be paid by the Charity;
 - 5.4.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 5.4.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
 - 5.4.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
 - 5.4.5 the Trustee has complied with the procedure set out in Article 5.5.
- 5.5 Subject to Article 5.6, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.5.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.5.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.5.3 not be counted in the quorum for that part of the meeting; and
 - 5.5.4 be absent during the vote and have no vote on the matter.
- 5.6 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
- 5.6.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 5.6.2 to disclose information confidential to the Charity to a third party; or
 - 5.6.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.

- 5.7 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.5 and then withholds such confidential information from the Charity.
- 5.8 For any transaction or arrangement authorised under Articles 4.20, 5.2, 5.3 or 5.4 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.5 have been followed.
- 5.9 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of the names and address of the Members.
- 6.2 The Members of the Charity are the Trustees.
- 6.3 Membership is terminated if the Member concerned:
- 6.3.1 gives written notice of resignation to the Charity unless, after the resignation, there would be less than two members;
 - 6.3.2 dies;
 - 6.3.3 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (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 fourteen Clear Days after receiving notice); or
 - 6.3.4 ceases to be a Trustee.
- 6.4 Membership of the Charity is not transferable.
- 6.5 The Trustees may recognise one or more classes of supporters who are not Members (but who may nevertheless be termed "members") and set out their respective rights and obligations.

7 LIABILITY OF MEMBERS AND GUARANTEE

The liability of Members is limited to a sum not exceeding £10, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;
- 7.1.2 payment of the costs, charges and expenses of winding up the Charity; and
- 7.1.3 the adjustment of rights of contributors among themselves.

8 GENERAL MEETINGS OF MEMBERS

- 8.1 The Charity may, but need not, hold an AGM each year. Any general meeting which is not an AGM is an EGM.
- 8.2 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members.
- 8.3 Subject to Article 8.4, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying:

- 8.3.1 the time, date and place of the meeting;
 - 8.3.2 the general nature of the business to be transacted;
 - 8.3.3 the terms of any proposed special resolution; and
 - 8.3.4 notifying Members of their right to appoint a proxy under section 324 of the Act.
- 8.4 A general meeting may be called by shorter notice and the Trustees, as the only Members, may designate a meeting of the Trustees held in accordance with Article 10 as a general meeting and may conduct any business reserved to them in their capacity as Members at that meeting, provided that:
- 8.4.1 at least ninety per cent of the Members entitled to vote upon the business to be transacted agree to the shorter notice; and
 - 8.4.2 notice of the meeting is sent to all Members in accordance with Article 13.
- 8.5 No business shall be transacted at any meeting unless a quorum is present. A quorum is two Members or fifty percent of the total number of Members, whichever is the greater.
- 8.6 Except where otherwise provided by the Articles or the Act, every issue at a general meeting is decided by an ordinary resolution.
- 8.7 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.
- 8.8 Subject to the provisions of the Act:
- 8.8.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
 - 8.8.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
 - 8.8.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
 - 8.8.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
 - 8.8.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
 - (a) by the Member's signature if the document is in Hard Copy Form; or
 - (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
 - 8.8.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

9 THE TRUSTEES

- 9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 9.2 Trustees shall be appointed as subsequently laid out in these Articles. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 9.8.

- 9.3 The minimum number of Trustees shall be three and the maximum number shall be nine (unless otherwise determined by ordinary resolution).
- 9.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees.
- 9.5 Subject to Article 9.6, Trustees shall serve for terms of up to four years (measured from the date of the Trustee's appointment to the end of the Trustee meeting following the four-year anniversary of their appointment) when they shall retire, save that in exceptional circumstances, if the other Trustees consider it to be in the best interests of the Charity, they may resolve to disapply this rule for a specified period in respect of a particular Trustee.
- 9.6 Trustees retiring under Article 9.5 shall be eligible for re-appointment for one further term of such service but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her last retirement (and in this Article a 'year' means the period between one First Trustee Meeting and the next).
- 9.7 New Trustees shall be appointed by the Trustees at the First Trustee Meeting, but replacement Trustees may be appointed whenever necessary, throughout the year.
- 9.8 A Trustee's term of office automatically terminates if:
- 9.8.1 he or she dies;
 - 9.8.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
 - 9.8.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 9.8.4 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
 - 9.8.5 he or she ceases to be a Member;
 - 9.8.6 he or she resigns by written notice to the Charity (but only if at least two Trustees will remain in office); or
 - 9.8.7 a majority of the other trustees present and voting at a meeting of the Trustees consider that his or her continued trusteeship is no longer in the interests of the Charity and resolve to terminate his or her trusteeship, after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 9.9 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 9.3) as an additional Trustee, but a co-opted Trustee holds office only for one year.
- 9.10 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.11 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.

10 PROCEEDINGS OF TRUSTEES

- 10.1 The Trustees must hold at least four meetings each year.
- 10.2 The Chairperson may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.

- 10.4 A quorum at a meeting of the Trustees is two Trustees or fifty percent of the total number of Trustees, whichever is the greater, excluding any conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.6.1.
- 10.5 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 simultaneously but at least one meeting in each year must be held in person.
- 10.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by 50% of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.6) is as valid as a resolution passed at a meeting provided that:
- 10.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
- 10.7.2 50% of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.

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.

- 10.8 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 11.1 to appoint (and remove) a Chairperson, Secretary, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 11.2 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 11.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
- 11.3.1 impose conditions when delegating, including the conditions 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;
- 11.3.2 revoke or alter a delegation;
- 11.4 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;

- 11.5 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 11.6 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:
 - 11.6.1 the admission of members (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - 11.6.2 the conduct of members in relation to one another and to the Charity's employees and volunteers;
 - 11.6.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
 - 11.6.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;
 - 11.6.5 generally, all such matters as are commonly the subject matter of company rules;provided that:
 - 11.6.6 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;
 - 11.6.7 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the members;
 - 11.6.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;and
 - 11.6.9 the rules or bye laws shall be binding on all members;
- 11.7 to establish procedures to assist the resolution of disputes within the Charity; and
- 11.8 to exercise any powers of the Charity which are not reserved to the Members.

12 RECORDS & ACCOUNTS

- 12.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 12.1.1 annual reports;
 - 12.1.2 annual returns; and
 - 12.1.3 annual statements of account.
- 12.2 The Trustees must keep records of:
 - 12.2.1 all proceedings at general meetings;
 - 12.2.2 all proceedings at meetings of the Trustees;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

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

13 MEANS OF COMMUNICATION TO BE USED

- 13.1 Subject to these Articles, anything sent or supplied by or to the Charity under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity.
- 13.2 Subject to these Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 13.3 Any notice to be given to or by any person pursuant to these Articles must be in writing or must be given in Electronic Form.
- 13.4 The Charity may give any notice to a Member either:
- 13.4.1 personally;
 - 13.4.2 by sending it by post in a prepaid envelope addressed to the Member at his or her address;
 - 13.4.3 by leaving it at the address of the Member;
 - 13.4.4 by giving it in electronic form to the member's address; or
 - 13.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website.
- 13.5 A Member 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.
- 13.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 13.7 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Act.
- 13.8 In accordance with section 1147 of the Act notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic form of communication, 48 hours after it was sent.

14 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008 are hereby expressly excluded.

15 INDEMNITY

- 15.1 The Charity shall, to the extent permitted by sections 232 to 234 of the Act, indemnify every relevant officer against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity. For this purpose a "relevant officer" means any Trustee or former Trustee of the Charity.
- 15.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity and a "Secretary" includes a former Secretary of the Charity.
- 15.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

15.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

16 DISSOLUTION

16.1 If the Charity is wound up or dissolved and, after all its debts and liabilities have been satisfied, there remains any property it shall not be paid to or distributed among the Members of the Charity (except to a Member that is itself a Charity), but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by these Articles, chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done, then to some other charitable object.

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

16.3 This Article may not be amended without the prior written consent of the Commission.

17 INTERPRETATION

17.1 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.

17.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.

17.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.

17.4 In these Articles:

“Act” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

“Address” Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

“AGM” means an annual general meeting of the Charity;

“these Articles” means these articles of association;

“Chairperson” means the Trustee appointed by the Trustees to act as Chairperson under Article 11.1;

“the Charities Act” means the Charities Act 2011

“Charity Trustee” has the meaning prescribed by section 177 of the Charities Act;

“Circulation Date” has the meaning prescribed by section 290 of the Act;

“Clear Day” in relation to the period of 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 Commission for England and Wales or any body which replaces it;
“Cairncross Review”	means the review of sustainable journalism conducted by Dame Frances Cairncross entitled <i>The Cairncross Review - A Sustainable Future For Journalism</i> .
“Connected Person”	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“EGM”	means an extraordinary general meeting of the Charity;
“Electronic Form” and “Electronic Means”	have the meanings respectively prescribed to them in the Act;
“Eligible Member”	has the meaning prescribed by the Companies Act 2006;
“executed”	includes any mode of execution;
“Financial Expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“firm”	includes Limited Liability Partnership;
“First Trustee Meeting”	means the first Trustee meeting to be held in each financial year of the Charity;
“Hard Copy Form”	has the meaning prescribed by the Companies Act 2006;
“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 Trustee 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, direct or indirect, which may not be financial but has monetary value
“Member” and “Membership”	refer to company membership of the Charity;
“member” and “membership”	refer to company membership of the Charity and to classes of supporters recognised by the Trustees in accordance with Article 6.5;
“Memorandum”	means the Charity’s memorandum of association;

“month”	means calendar month;
“Objects”	“Objects” means the Objects of the Charity as defined in Article 3;
“Public Interest News”	has the meaning set out in Article 3.2.
“Secretary”	means any person appointed to perform the duties of the secretary of the Charity;
“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”	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, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
“year”	means calendar year.