

**ARTICLES OF ASSOCIATION
OF
THE ROYAL PARKS LIMITED**

1 NAME

1 .1 The name of the company is The Royal Parks Limited (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 shall be for the public benefit (the "Objects"):

3.1 .1 to protect, conserve, maintain and care for the Royal Parks, including their natural and designed landscapes and built environment, to a high standard consistent with their historic, horticultural, environmental and architectural importance;

3.1 .2 to promote the use and enjoyment of the Royal Parks for public recreation, health and well-being including through the provision of sporting and cultural activities and events which effectively advance the Objects;

3.1 .3 to maintain and develop the biodiversity of the Royal Parks, including the protection of their wildlife and natural environment, together with promoting sustainability in the management and use of the Royal Parks;

3.1 .4 to support the advancement of education by promoting public understanding of the history, culture, heritage and natural environment of the Royal Parks and (by way of comparison) elsewhere;

3.1 .5 to promote national heritage including by hosting and facilitating ceremonies of state or of national importance within and in the vicinity of the Royal Parks.

3.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

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 to take over either directly or as trustee the property, rights, privileges and undertaking, and to discharge the liabilities, of The Royal Parks Foundation and, so far as necessary, of the Royal Parks Agency and any other entities from which the Charity may acquire assets and liabilities in advancement of the Objects and to give such indemnities in connection with the same as may properly and reasonably be required;

- 4.2 to provide such services to the general public to facilitate the promotion of the Objects as the Trustees see fit, in particular to facilitate visits to and other enjoyment of The Royal Parks by the provision of catering, car parking and similar services (but not by means of Taxable Trading);
- 4.3 to raise funds (but not by means of Taxable Trading), and to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.4 to enter into funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.5 to cooperate with or enter into contracts with the Royal Household, the Mayor of London or Local Authorities in accordance with these Articles;
- 4.6 to provide advice or information;
- 4.7 to carry out research and to publish and distribute the useful results;
- 4.8 to provide, publish or distribute information;
- 4.9 to advertise in such manner as may be thought expedient;
- 4.10 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 is conducive to its Objects;
- 4.11 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;
- 4.12 to receive and administer bequests and donations;
- 4.13 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:
- 4.13.1 ancillary to the transaction;
 - 4.13.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
 - 4.13.3 not a purely speculative transaction;
- 4.14 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.15 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.16 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;
- 4.17 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.18 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;

- 4.19 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.19.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.19.2 timely reports of all transactions are provided to the Trustees; .19.3the performance of the investments is reviewed regularly with the Trustees;
 - 4.19.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.19.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.19.6 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
 - 4.19.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.20 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;
- 4.21 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;
- 4.22 to insure the property of the Charity or any property it occupies or manages against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.23 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.24 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.25 to enter into contracts to provide services to or on behalf of other bodies;
- 4.26 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;
- 4.27 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; and
- 4.28 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 THE MEMBER 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 Member or the Trustees.
- 5.2 The Member may enter into contracts with the Charity and receive reasonable payment for goods or services supplied in accordance with Article 5.5 and employees of the Member may be temporarily transferred, seconded or otherwise provide services to the Charity for reasonable remuneration.
- 5.3 Subject to compliance with Article 5.5, the Member, Trustees and Connected Persons:

- 5.3.1 may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.3.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.3.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
 - 5.3.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.4 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 5.4.1 as mentioned in Articles 4.23, 5.3 or 5.5;
 - 5.4.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.4.3 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);
 - 5.4.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - 5.4.5 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 Member in all cases.
- 5.5 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.4.5, 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:
- 5.5.1 the contract is in writing and states the maximum to be paid by the Charity;
 - 5.5.2 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;
 - 5.5.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
- 5.5.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
- 5.5.5 the Trustee has complied with the procedure set out in Article 5.6.
- 5.6 Subject to Article 5.7, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.6.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.6.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.6.3 not be counted in the quorum for that part of the meeting; and

- 5.6.4 be absent during the vote and have no vote on the matter.
- 5.7 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:
- 5.7.1 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
- 5.7.2 to disclose information confidential to the Charity to a third party; or
- 5.7.3 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.
- 5.8 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 5.6 and then withholds such confidential information from the Charity.
- 5.9 For any transaction or arrangement authorised under Articles 4.23, 5.3, 5.4 or 5.5 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 5.6 have been followed.
- 5.10 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 addresses of the Members.
- 6.2 The sole member of the Charity shall be the Secretary of State.
- 6.3 The Member must exercise the powers that it has in its capacity as the Member in the way that the Member considers in good faith is exclusively in the best interests of the Objects.
- 6.4 Subject to Article 6.3, and except as otherwise provided in the Articles, decisions of the Member shall be made by resolution in accordance with the Act.
- 6.5 Membership of the Charity is not transferable.
- 6.6 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 THE MEMBER AND GUARANTEE

The liability of the Member is limited to a sum not exceeding £1, being the amount that the Member undertakes to contribute to the assets of the Charity in the event of its being wound up while it is a Member or within one year after it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Charity incurred before she 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 THE TRUSTEES

- 8.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 8.2 Subsequent 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 8.8.
- 8.3 The number of Trustees shall not be less than five but no more than 14 individuals, unless and until the Member determines otherwise.
- 8.4 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed as a Trustee.
- 8.5 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.
- 8.6 Appointment of Trustees

- 8.6.1 (g)
- (a)

(h)

- (b) 8.7 Duration of Term Ex-Officio Trustee

- 8.6.2 The person appointed as Comptroller of the Lord Chamberlain's Office within the Royal Household will automatically be appointed as a Trustee as a result of the position he or she occupies for the time being (the "Office Holder") and shall automatically ("ex officio") be a Trustee (the "Ex-Officio Trustee"), for as long as he or she holds that office.
- (a)
- (b) If the Office Holder is unwilling to act as the Ex-Officio Trustee, the Secretary of State with the agreement of the Royal Household, may designate another office holder of the Royal Household, whose holder will be the Ex-Officio Trustee for as long as he or she holds that office.
- (c)

Other Trustees

- (d) The Secretary of State may appoint up to seven Trustees (the "Secretary of State Appointed Trustees").
- (e) Any appointment of the Secretary of State Appointed Trustees must (subject to Articles 8.6.2(e) and (f)) be made according to the ordinary practice of appointments made by the Secretary of State.
- (f)

The Mayor of London may appoint up to six Trustees (the "Mayor of London Appointed Trustees").

Any appointment of the Mayor of London Appointed Trustees must (subject to Articles 8.6.2(e) and (f)) be made according to the ordinary and usual practice of similar

appointments made by the Mayor of London.

The Secretary of State and the Mayor of London must exercise their respective powers of appointment in the way that each of them decides, in good faith, would further the Objects.

The Secretary of State and the Mayor of London must seek and have regard to the advice of the Nominations Committee prior to appointing new Trustees.

Each appointment of the Secretary of State Appointed Trustees and the Mayor of London Appointed Trustees is subject to the provisions of Article 8.8.

Each appointment will be effective from the appointment date specified in any notice of the appointment given to the Trustees, or their secretary, if any.

8.7.1 Each Trustee (other than the Ex-Officio Trustee) shall hold office for a term expiring on the fourth anniversary of his or her appointment but may be re-appointed by the Secretary of State or the Mayor of London (as the case may be) to serve a further term of up to four years.

8.7.2 A Trustee (other than the Ex-Officio Trustee) who has held office for two consecutive terms of four years may not be re-appointed as a Trustee until at least one year has elapsed since the end of his or her latest term of office (save that the Member may if it considers that there are good reasons for doing so in any particular case resolve to waive the provisions of this Article in relation to a particular Trustee), in which case that Trustee may be re-appointed.

8.8 Termination of Trustee Appointment

A Trustee's term of office (including that of the Ex-Officio Trustee) automatically terminates if:

8.8.1 he or she dies;

8.8.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;

8.8.3 he or she ceases to be a trustee by virtue of any provision of the Act or is prohibited from being a trustee by law;

8.8.4 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become incapable of acting as a Trustee and may remain so for three months;

8.8.5 by reason of his or her mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

8.8.6 he or she is absent without permission of the Trustees from four consecutive meetings of the Trustees unless the remaining Trustees resolve otherwise, taking into account his or her overall contribution to and activities for the Charity;

8.8.7 he or she resigns by written notice to the Trustees and in the case of the Secretary of State Appointed Trustees, to the Secretary of State, and in the case of the Mayor of London Appointed Trustees, to the Mayor of London;

8.8.8 the Secretary of State resolves that he or she be removed as a Trustee, provided that the Secretary of State shall invite the views of the Trustee concerned, the other

Trustees and in the case of a Mayor of London Appointed Trustee, the Mayor of London, and consider the matter in light of any such views; or

8.8.9 in the case of a Mayor of London Appointed Trustee, the Mayor of London resolves that he or she be removed as a Trustee in the same manner as if he were a member exercising the same powers under section 168 of the Act.

8.9 In the event that any provision described in Article 8.8 applies to an Ex-Officio Trustee, that Trustee will be deemed to be 'unwilling' to act in accordance with Article 8.6.1 (b).

9 PROCEEDINGS OF TRUSTEES

9.1 Calling a Trustees' Meeting

9.1.1 The Trustees must hold at least four meetings each year.

9.1.2 The secretary to the Trustees shall call a meeting if instructed by the Chair to do so, or if called upon by two or more Trustees to do so.

9.1.3 Notice of every meeting shall be sent to each Trustee, but need not be in writing, specifying the place, day and hour of the meeting and the business to be discussed.

9.1.4 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.

9.2 Quorum

9.2.1 A quorum at a meeting of the Trustees is four, including at least one Trustee who is not a Secretary of State Appointed Trustee and excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.7.

9.3 Chairing of Trustees' Meetings

9.3.1 The Secretary of State may from time to time appoint a Trustee to act as the chair of the Trustees and the person so appointed for the time being is known as the Chair ("Chair").

9.3.2 The Secretary of State may terminate the appointment of the Chair at any time.

9.3.3 If there is no Trustee holding the position of Chair, or that Trustee is unwilling to chair the meeting or is not participating in the meeting within ten minutes after the time at which it was due to start, then the participating Trustees must appoint one of their own number to chair the meeting.

9.4 Decision making

9.4.1 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by 75% of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.7) is as valid as a resolution passed at a meeting provided that:

9.4.2 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and

9.4.3 75% 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.

9.5 Every Trustee has one vote on each issue. If there is a Chair that individual shall have a second or casting vote. If the Trustee chairing the meeting is not the Chair, they shall not have a second or casting vote (unless this is a situation in which the Chair has not been included in the quorum under Article 5.6).

9.6 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.

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

10 POWERS OF TRUSTEES

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

10.1 to appoint (and remove) a Secretary and to appoint (and remove) any honorary officers from among their number on such terms as they shall think fit;

10.2 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;

10.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be Trustees, or one Trustee and the Chief Executive or a member of the Charity's senior management team, and all proceedings of committees must be reported promptly to the Trustees). The quorum for committee meetings must never include less than one Trustee. The Trustees may:

10.3.1 impose conditions and terms of reference 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;

10.3.2 revoke or alter a delegation;

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

10.5 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:

10.5.1 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;

1 0.5.2 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;

1 0.5.3 generally, all such matters as are commonly the subject matter of company rules; provided that:

1 0.5.4 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws; and

1 0.5.5 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

10.6 to establish procedures to assist the resolution of disputes within the Charity; and

10.7 to exercise any powers of the Charity which are not reserved to the Member.

1 1 PATRONS

The Trustees may appoint and remove any individual(s) as patron(s) of the Trust on such terms as they shall think fit.

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 and may be made available for inspection by the Secretary of State.

12.4 A copy of the Charity's latest available statement of account must be supplied on request to the Secretary of State, any Trustee, or 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

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

1 3.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications

by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.

1 3.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.

1 3.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.

1 3.4 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

1 3.4.1 forty eight hours after it was posted, if first class post was used; or

13.4.2 seventy havo hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

13.4.3 properly addressed; and

13.4.4 put into the post system or given to delivery agents with postage or delivery paid.

1 3.5 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.

13.6 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.

13.7 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

13.8 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

13.9 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

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 indemnify every Trustee 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.

15.2 In this Article a "Trustee" means any Trustee or former Trustee 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

15.32 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 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 as the Trustees may decide:

16.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

16.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

16.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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;

"these Articles" means these articles of association;

"Chair" means the Trustee appointed by the Secretary of State to act as Chair under Article 9.3;

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

"the Charities Act" means the Charities Act 2011

"Chief Executive"	means the chief executive of the charity;
"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;
"Conflicted Trustee"	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
"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 and, in relation to the Member, the Member itself and any person employed by DCMS;
"DCMS"	means the Department for Culture, Media and Sport;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"Electronic Form" and "Electronic Means"	have the meanings respectively prescribed to them in the Act;
"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;
"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;
"Mayor of London"	means the person acting as the Mayor of London from time to time; .

"material benefit"	means a benefit, direct or indirect, which may not be financial but has monetary value
"Member" and "Membership"	the Secretary of State and its sole membership of the charity;
"month"	means calendar month;
"Nominations Committee"	means a committee of the Trustees comprising at least three persons appointed by the Trustees for the purpose of considering the skills required for new Trustees and informing the Secretary of State and the Mayor of London in the exercise of their powers of appointment of Trustees
"Objects"	"Objects" means the Objects of the Charity as defined in Article 3;
"the Royal Parks"	for the purposes of these Articles means: (i)the parks and open spaces within Greater London as defined in section 22 of The Crown Lands Act 1851 ; (ii)any other parks and open spaces within Greater London in relation to which the Member exercises statutory functions; and (iii)such other parks and open spaces as the Trustees, with the consent of the Member, may from time to time decide form part of their responsibility;
"the Royal Parks Agency"	means the person acting as the Secretary of State for Culture, Media and Sport or the equivalent office in the event that this office ceases to exist;
"the Royal Parks Foundation"	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;
"Secretary of State"	means a director of the Charity and "Trustees" means the directors;
"Taxable Trading"	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;
"Trustee"	and means calendar year.
"written" or "in writing"	
"year"	
means the Executive Agency of DCMS;	
means the registered charity no. 1097545;	

