



The Hazards Forum

Constitution

Adopted on

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Constitution of the Hazards Forum

1. Name

The name of the **Charity** is the Hazards Forum.

2. Objects

The Charity's objects are for the public benefit to mitigate and reduce hazards and disasters both man-made and natural.

Nothing in this **Constitution** shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with s7 Charities and Trustee Investment (Scotland) Act 2005 and/or s2 Charities Act (Northern Ireland) 2008.

3. Powers

3.1 In furtherance of the **Objects**, but not otherwise, the Charity shall have the following powers:

- (a) to identify those areas in which engineering experience and expertise enable the Charity to make an effective interdisciplinary contribution to disaster reduction and to disseminate to all appropriate bodies, including national and local government, and individuals, all relevant conclusions and recommendations resulting from the work undertaken;
- (b) to encourage and support such activity in order to reduce injury or loss of life and property and to help minimise distress and damage arising from natural and man-made disasters;
- (c) to provide a multi-disciplinary forum to enable engineers to share experience and knowledge and to encourage the study of practices in specific areas which might be transferred to other fields; and:
 - (i) hold regular meetings including joint meetings with other organisations, groups and societies to discuss subjects lying within its remit;
 - (ii) foster and cooperate in inter-disciplinary activities with other national and international organisations with related interests;
 - (iii) promote discussion at regional and national level;
 - (iv) publicise relevant meetings of **Members** who are **Recognised Bodies** and consider ways in which the work of the Charity might be enhanced; and
 - (v) publish and promote proceedings of the Charity's public meetings and other relevant studies and circulate reports of the Charity's own activities in order to disseminate information relating to both national and international activities and developments;
- (d) to raise funds by way of donation, subscription and otherwise provided that the Charity shall carry out no taxable permanent trading activities;
- (e) to open and maintain bank accounts in the Charity's name and to invest money in interest-bearing deposits and the like; and
- (f) to do all such other lawful things as shall further the Objects.

4. Application of income and property

4.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

- (a) A **Trustee** is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- (b) A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, s189 **Charities Act**.

4.2 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Trustee from receiving:

- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity; and
- (b) reasonable and proper remuneration for any goods or services supplied to the Charity.

5. **Benefits and payments to Trustees and Connected Persons**

5.1 **General provisions**

No Trustee or **Connected Person** may:

- (a) buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity; or
- (d) receive any other **financial benefit** from the Charity; unless the payment is permitted by Clause 5.2, or authorised by the court or the **Commission**.

5.2 **Scope and powers permitting Trustees' or Connected Persons' benefits**

- (a) A Trustee or Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- (b) A Trustee or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, s185 Charities Act.
- (c) Subject to Clause 5.3, a Trustee or Connected Person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person.
- (d) A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A Trustee or Connected Person may receive rent for premises let by the trustee or Connected Person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

5.3 **Payment for supply of goods only - controls**

The Charity and its Trustees may only rely upon the authority provided by Clause 5.2(c) of this clause if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods is set out in an agreement **in writing** between the Charity and the Trustee or Connected Person supplying the goods (the '**supplier**') under which the supplier is to supply the goods in question to or on behalf of the Charity;
- (b) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (c) the other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so;
- (d) the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity;
- (e) the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
- (f) the reason for their decision is recorded by the Trustees in the minute book; and
- (g) A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Clause 5.

5.4 In Clauses 5.2 and 5.3, the '**Charity**' includes any company in which the Charity:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more trustees to the board of the company.

6. **Dissolution**

6.1 The Members may by **special resolution** passed at a **general meeting** decide to dissolve the Charity.

6.2 In the event of the dissolution of the Charity, any assets remaining after the satisfaction of all debts and liabilities shall be distributed to an appropriate charity or charities having kindred objectives, to be selected at the general meeting at which the decision to dissolve the Charity is taken.

6.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a Member that is itself a charity).

6.4 The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts.

7. **Amendment of constitution**

7.1 A proposal to change the Constitution at a general meeting may be put forward by the Trustees or by at least four Recognised Bodies that are Members. The Trustees shall call a general meeting in accordance with Clause 10 to consider the proposal.

7.2 Subject to Clause 7.3, the Charity may amend any provision of this Constitution by special resolution at a general meeting.

7.3 No change may be made to Clause 2 (Objects), Clause 3 (Application of income and property), Clause 5 (Benefits and payments to Trustees and Connected Persons), Clause 6 (Dissolution) or this clause without the prior consent in writing of the Commission and no change may be made which would cause the Charity to cease to be a charity under the laws of England and Wales.

7.4 The results of the voting on proposed changes in the Constitution shall be circulated with the minutes of the general meeting.

7.5 A copy of any resolution amending this Constitution shall be sent to the Commission within 21 days of it being passed.

8. **Membership**

8.1 **Membership** is open to organisations, businesses and individuals over 18 who meet any requirements for Membership set out by the Trustees and are approved by the Trustees.

8.2 There shall be the following classes of Membership:

(a) **Founding Engineering Bodies**; and

(b) such other classes of Membership (including honorary membership) as are established by the Trustees.

8.3 The Trustees shall set out the respective rights and responsibilities (including the payment of any sum due) for each class of Membership (including the Founding Engineering Bodies), including their voting rights at general meetings.

8.4 (a) The trustees may only refuse an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.

(b) The Trustees must inform the applicant in writing of the reasons for the refusal within 21 days of the decision.

(c) The Trustees must consider any **written** representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.

8.5 Membership is not transferable to anyone else.

8.6 The Trustees must keep a register of names and addresses of the Members which must be made available to any Member upon request.

9. **Termination of Membership**

Membership is terminated if:

9.1 the Member dies or, if it is an organisation, ceases to exist;

9.2 the Member resigns by written notice to the Charity unless, after the resignation, there would be less than two members;

9.3 any sum due from the Member to the Charity is not paid in full within six months of it falling due;

9.4 the Member is removed from Membership by a resolution of the Trustees that it is in the best interests of the Charity that their Membership is terminated. A resolution to remove a Member from Membership may only be passed if:

(a) the Member has been given at least twenty one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
or

- (b) the Member or, at the option of the Member, the Member's representative (who need not be another Member) has been allowed to make representations to the meeting.

10. **General meetings**

- 10.1 An annual general meeting must be held each year and not more than 18 months may elapse between successive annual general meetings. All Members are able to attend the annual general meeting.
- 10.2 All general meetings other than annual general meetings shall be called special general meetings which may be called whenever it is necessary to transact the formal business of the Charity between two annual general meetings. A special general meeting is restricted to the business for which it is called.
- 10.3 The Trustees may call a special general meeting at any time. The Trustees must call a special general meeting within six weeks of being requested to do so by at least two Founding Engineering Bodies who shall state the business to be transacted.
- 10.4 Public meetings in keeping with the aims of the Charity may be held.

11. **Notice**

- 11.1 Notice of any general meeting of the Charity must be given at least one month before the date of the meeting.
- 11.2 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 11.3 The notice must be given to all the Members and to the Trustees.

12. **Quorum**

- 12.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum is an authorised representative from at least two Founding Engineering Bodies. The authorised representative of a Member organisation shall be counted in the quorum.
- 12.2 If:
 - (a) a quorum is not present within half an hour from the time appointed for the meeting; or
 - (b) during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Trustees shall determine.

13. **Chair**

- 13.1 General meetings shall be chaired by the Chair.
- 13.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the trustees shall chair the meeting.
- 13.3 If there is only one Trustee present and willing to act, he or she shall chair the meeting.
- 13.4 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present and entitled to vote must choose one of their number to chair the meeting.

14. **Adjournments**

- 14.1 The Members present at a general meeting may resolve that the meeting shall be adjourned.

- 14.2 The person who is chairing the meeting must decide the date time and place at which the meeting is to be re-convened unless those details are specified in the resolution.
- 14.3 No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 14.4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven **clear days'** notice shall be given of the re-convened meeting stating the date time and place of the meeting.

15. **Votes**

- 15.1 Each Member shall have the number of votes allocated to their class of Membership by the Trustees and set out in any rules adopted in accordance with Clause 28.
- 15.2 All decisions shall require both a majority of the votes cast at the meeting and a majority of the votes of the Founding Engineering Bodies present at that meeting.
- 15.3 A resolution in writing signed by each Member (or in the case of a Member that is an organisation, by its authorised representative) who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

16. **Representatives of other bodies**

- 16.1 Any organisation that is a Member of the Charity may nominate any person to act as its representative at any meeting of the Charity.
- 16.2 The organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.
- 16.3 Any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

17. **Trustees**

- 17.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 17.2 The Charity shall have at least four and not more than eight Trustees who shall be elected by the Members for a term of up to three years or co-opted by the Trustees in accordance with Clause 17.3. Normally, a member of each Founding Engineering Body shall be elected as a Trustee. Individuals may be proposed for election as a Trustee by a Founding Engineering Body, the Trustees or the Technical Advisory Committee.
- 17.3 A Trustee who is a member or representative of a Member which is an organisation (including a Founding Engineering Body) has the same duties as the other Trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the Charity.
- 17.4 The Trustees may at any time co-opt any individual as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Clause 17.2) as an additional Trustee, but a co-opted Trustee holds office only until the next annual general meeting.
- 17.5 A retiring Trustee may be re-elected but, normally, a Trustee should serve no more than two terms.
- 17.6 Those Trustees in office at the date of adoption of this Constitution shall remain in office for the remainder of the term for which they were originally elected.

17.7 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Clause 18.

17.8 A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees.

18. **Disqualification and removal of Trustees**

A Trustee shall cease to hold office if he or she:

- (a) is disqualified from acting as a Trustee by virtue of ss178 and 179 Charities Act (or any statutory re-enactment or modification of that provision);
- (b) has become physically or mentally incapable of managing his or her own affairs;
- (c) resigns as a trustee by notice to the Charity (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- (d) is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated; or
- (e) is removed by a resolution of 75% of the other Trustees.

19. **Proceedings of Trustees**

19.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of this Constitution.

19.2 Any Trustee may call a meeting of the Trustees.

19.3 The Trustees shall elect one of their number as Chair who shall chair their meetings. If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

19.4 Questions arising at a meeting must be decided by a majority of votes. In the case of an equality of votes, the Chair, or such other Trustee who chairs the meeting in the absence of the Chair, shall have a second or casting vote.

19.5 The quorum shall be three Trustees. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.

19.6 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. Except that, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act for the purpose of filling vacancies or of calling a general meeting.

19.7 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

19.8 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held. The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Trustees.

20. **Conflicts of interests and conflicts of loyalties**

20.1 A Trustee must:

- (a) 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 been previously declared; and
 - (b) absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 20.2 Any Trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Trustees on the matter.

21. **Delegation**

- 21.1 The Charity shall have a Technical Advisory Committee whose membership, powers and functions shall be determined by the Trustees from time to time.
- 21.2 The Trustees may delegate any of their powers or functions to the Technical Advisory Committee or to any other committee of two or more Trustees but the terms of any such delegation must be recorded in the minute book. The membership of any such committee need not be confined to Members (or individuals who belong to Members which are organisations).
- 21.3 The Trustees may impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate; and
 - (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 21.4 The Trustees may revoke or alter a delegation.
- 21.5 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

22. **Saving provisions**

- 22.1 Subject to Clause 22.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:
- (a) who was disqualified from holding office;
 - (b) who had previously retired or who had been obliged by the Constitution to vacate office;
 - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;
- if, without:
- (d) the vote of that Trustee; and
 - (e) that Trustee being counted in the quorum,
- the decision has been made by a majority of the Trustees at a quorate meeting.
- 22.2 Clause 22.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of trustees if, but for Clause 22.1, the resolution would have been void, or if the Trustee has not complied with Clause 20 (Conflicts of interests and conflicts of loyalties).
- 22.3 No resolution or act of:

- (a) the Trustees;
- (b) any committee of the Trustees; and
- (c) the Charity in general meeting

shall be invalidated by reason of the failure to give notice to any Trustee or Member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a Member or the beneficiaries of the Charity.

22.4 No alteration of this Constitution or any resolution shall have retrospective effect to invalidate any prior act of the Trustees.

23. **Minutes**

The Trustees must keep minutes of all:

- (a) appointments of Trustees made by the Trustees;
- (b) proceedings at meetings of the Charity;
- (c) meetings of the Trustees, the Technical Advisory Committee and committees of Trustees including:
 - (i) the names of the Trustees present at the meeting;
 - (ii) the decisions made at the meetings; and
 - (iii) where appropriate the reasons for the decisions.

24. **Accounts, annual report, annual return**

24.1 The Trustees must comply with their obligations under the Charities Act with regard to:

- (a) the keeping of accounting records for the Charity;
- (b) the preparation of annual statements of account for the Charity;
- (c) the transmission of the statements of account to the Commission;
- (d) the preparation of an Annual Report and its transmission to the Commission; and
- (e) the preparation of an Annual Return and its transmission to the Commission.

24.2 Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

25. **Registered particulars**

The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

26. **Property**

26.1 The Trustees must ensure the title to:

- (a) all land held by or in trust for the Charity that is not vested in the Official Custodian of Charities; and
- (b) all investments held by or on behalf of the Charity

is vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees.

26.2 The terms of the appointment of any holding trustees must provide that they may act only in accordance with lawful directions of the Trustees and that if they do so they will not be liable for the acts and defaults of the Trustees or of the Members of the Charity.

26.3 The Trustees may remove the holding trustees at any time.

27. Notices

27.1 Any notice required by this Constitution to be given to or by any person must be in writing.

27.2 The Charity may give any notice to a Member either:

- (a) personally; or
- (b) by sending it by post in a prepaid envelope addressed to the Member at his or her address or, in the case of a Member which is an organisation, that organisation's registered or principal address; or
- (c) by leaving it at the address of the Member; or
- (d) by giving it using electronic communications to the Member's address.

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

27.4 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.

27.5 (a) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

(b) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

(c) A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

28. Rules

28.1 The Trustees may from time to time make rules for the conduct of their business.

28.2 The rules may regulate the following matters but are not restricted to them:

- (a) 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;
- (b) the conduct of Members in relation to one another, and to the Charity's employees and volunteers;
- (c) the procedure at general meeting and meetings of the Trustees in so far as such procedure is not regulated by this Constitution; and
- (d) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.

- 28.3 The Charity in general meeting has the power to alter, add to or repeal the rules.
- 28.4 The Trustees must adopt such means as they think sufficient to bring the rules to the notice of the Members.
- 28.5 The rules shall be binding on the Members. No rule shall be inconsistent with, or shall affect or repeal anything contained in, this Constitution.

29. **Disputes**

If a dispute arises between Members about the validity or propriety of anything done by the Members under this Constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

30. **Interpretation**

In this Constitution:

- 'the Charities Act'** means the Charities Acts 1992 and 2011;
- 'Charity'** means the unincorporated association governed by this constitution;
- 'charity trustee'** has the meaning prescribed to it in the Charities Act;
- 'clear day'** does not include the day on which notice is given or the day of the meeting or other event;
- 'the Commission'** means the Charity Commission for England and Wales or any body which replaces it;
- 'Connected Person'** means, in relation to a Trustee:
- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
 - (b) the spouse or civil partner of the Trustee or of any person falling within (a);
 - (c) a person carrying on business in partnership with the Trustee or with any person falling within (a) or (b) above;
 - (d) an institution which is controlled:
 - (i) by the Trustee or any Connected Person falling within (a), (b) or (c) above; or
 - (ii) by two or more persons falling within (a), when taken together; or
 - (e) a body corporate in which:
 - (i) the Trustee or any Connected Person falling within (a), (b) or (c) has a substantial interest; or
 - (ii) two or more persons falling within (a) who, when taken together, have a substantial interest.

Sections 350-352 of the Charities Act apply for the purposes of interpreting the terms used in this definition.

'Constitution'	means this constitution and any resolutions relating to it;
'Electronic Means'	refers to communications addressed to specified individuals by telephone, fax or email;
'financial benefit'	means a benefit, direct or indirect, which is either money or has a monetary value
'Founding Engineering Bodies'	means a class of Membership which includes the Institution of Civil Engineers, the Institution of Chemical Engineers, the Institution of Engineering and Technology and the Institution of Mechanical Engineers (and any respective successor organisations);
'general meeting'	means a meeting of the Members;
'Member' and 'Membership'	refer to voting membership of the Charity;
'Objects'	means the objects of the Charity as set out in Clause 2;
'Recognised Bodies'	means institutions which are Professional Engineering Institutions licensed by the Engineering Council (UK) or are Professional Affiliates of the Engineering Council (UK) or such other criteria as may be specified by the Trustees from time to time;
'special resolution'	means a resolution passed at a general meeting with the approval of: <ul style="list-style-type: none">(a) three-fifths of the total votes of the Members eligible to vote (other than the Founding Engineering Bodies); and(b) a majority of the votes of the Founding Engineering Bodies;
'Trustee'	means an individual appointed as Trustee in accordance with Clause 17 who is a charity trustee for the purposes of the Charities Act; and
'written' or 'in writing'	refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper.