

Company No: 339181
Charity Commission No: 215199
Scottish Charity No: SC039136

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
The British Diabetic Association

Incorporated on 11 April 1938

Adopted by Special Resolution passed on 5 July 1994 as amended by Special Resolutions passed on 30 July 1997; 29 July 1998; 20 July 2002; 4 September 2006; 29 September 2007; 27 September 2008; 26 September 2009; 2 July 2011; 12 May 2017 and 28 March 2018

Name of Company changed by Special Resolution passed on 9 June 1954

1. **NAME**

The name of the company is The British Diabetic Association (“the Charity”).

2. **REGISTERED OFFICE**

The registered office of the Charity will be situated in England.

3. **OBJECTS**

The objects of the Charity (the “Objects”) are:

- 3.1 to provide relief for people with diabetes and its related complications and to those who care for them;
- 3.2 to promote the welfare of people with diabetes and its related complications and of those who care for them;
- 3.3 to advance the understanding of diabetes by education of people with diabetes, the health professionals and others who care for them, and the general public; and
- 3.4 to promote and fund research related to the causes, prevention and cure of diabetes and into improvements in the management of the condition and its complications; and to publish the useful results of any such research.

4. **POWERS**

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

- 4.1 to promote, encourage, carry out or commission research, surveys, studies or other work, and to disseminate the useful results of any such research for the public benefit;
- 4.2 to provide or procure the provision of advice and guidance;
- 4.3 to provide services for people with diabetes and those who care for them;
- 4.4 to act as the authoritative and advisory body to safeguard the social and economic interests of people with diabetes;
- 4.5 to encourage action to help the general public reduce their risk of developing diabetes;
- 4.6 to seek to influence Government, and in particular the National Health Service, by making recommendations, setting standards and producing guide-lines to ensure the provision of the best possible statutory medical and support services for people with diabetes and those who care for them;
- 4.7 to arrange educational holidays and activities for young people and others living with diabetes;
- 4.8 to establish and support local groups for purposes of mutual support, education, campaigning or fundraising and to regulate fully such local groups’ operation and conduct;

- 4.9 to promote, initiate, develop and carry out education and training and arrange and provide, or assist in arranging or providing, exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events;
- 4.10 to promote competitions and exhibitions and provide prizes and to issue certificates and awards of merit;
- 4.11 to write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.12 to co-operate and enter into arrangements with other bodies in particular other charities, voluntary bodies and statutory authorities, in the United Kingdom and overseas, operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.13 to establish, promote, support, aid, amalgamate or co-operate with, become a partner or member or affiliate or associate of charitable institutions with objects similar to the Objects;
- 4.14 to purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institution whether corporate or unincorporate with objects similar to the Objects;
- 4.15 to raise funds (but not by means of taxable trading);
- 4.16 subject to any consent required by law, to borrow or raise money in such terms and on such security on such conditions as it may think suitable;
- 4.17 to purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property of all and any kinds and maintain and alter or equip it for use;
- 4.18 subject to any consent required by law to sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property of all and any kinds, with or without payment and subject to such conditions as it may think suitable;
- 4.19 to make grants or loans either in cash or assets and to give guarantees;
- 4.20 to set aside funds for special purposes or as reserves against future expenditure;
- 4.21 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert (unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so) and having regard to the suitability of investments and the need for diversification);
- 4.22 to delegate the management of investments to a financial expert, but only on terms that:
 - 4.22.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.22.2 every transaction is reported promptly to the Charity;
 - 4.22.3 the performance of the investments is reviewed regularly with the Trustees;

- 4.22.4 the Trustees are entitled to cancel the delegation arrangement on giving reasonable notice at any time;
- 4.22.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.22.6 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; and
- 4.22.7 the financial expert must not do anything outside the powers of the Trustees,
- 4.23 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom or, in the case of an investment or property outside the United Kingdom, a body corporate wherever incorporated or having its place of business) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.24 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when appropriate;
- 4.25 to insure any Trustee against the costs of a successful defence to a criminal prosecution brought against him or her as a charity trustee of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty;
- 4.26 subject to Article 5, to employ paid or unpaid agents, employees and professional or other advisors;
- 4.27 to establish and maintain or procure the establishment of pensions and retirement benefits to employees of the Charity and to their dependants and pay contributions to funds or schemes for providing pensions and retirement benefits for employees of the Charity and their dependants;
- 4.28 to enter into contracts to provide services to or on behalf of other bodies;
- 4.29 to establish, promote, finance or assist subsidiary companies to assist or to act as agents for the Charity;
- 4.30 to undertake and execute any charitable trusts which may lawfully be undertaken by the Charity;
- 4.31 to pay the costs of forming the Charity; and
- 4.32 to do anything else within the law which promotes or helps to promote the Objects.

5. **BENEFITS TO 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 but:
 - 5.1.1 Trustees may be paid interest at a reasonable and proper rate on money lent to the Charity;

- 5.1.2 Trustees may be paid a reasonable and proper rent or hiring fee for property let or hired to the Charity; and
- 5.1.3 Trustees may receive charitable benefits in their capacity as Beneficiaries.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 5.2.1 as mentioned in Articles 4.25, 5.1.1, 5.1.2 or 5.1.3;
- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- 5.2.4 payment of fees, remuneration or other benefit to a company in which a Trustee has a membership interest of no more than a one per cent shareholding;
- 5.2.5 payment of a research grant in respect of work conducted by a Trustee within an established research institution provided that:
- (a) the research project shall have been subjected to an independent review by research peers in the field in which that Trustee shall not participate;
 - (b) the grant shall have been authorised by the Charity's Research Committee at a meeting from which the Trustee (if a member of the Committee) has withdrawn;
 - (c) no grant shall be paid to a Trustee in person but it shall be paid to the administrative body of the research institution by whom that Trustee is employed; and
 - (d) the Charity shall ensure that the grant is properly spent on the research for which it is granted;
- 5.2.6 any payments made to any Trustee or officer under the indemnity provisions set out at Article 14; and
- 5.2.7 in exceptional cases, other payments or benefits, (but only with the prior written approval of the Commission).

6. **MEMBERSHIP, LIMITED LIABILITY AND GUARANTEE**

- 6.1 The members of the Charity are Trustees.
- 6.2 Membership is terminated if the member concerned:
- 6.2.1 gives written notice of resignation to the Charity;
- 6.2.2 dies; or
- 6.2.3 ceases to be a Trustee.

- 6.3 Membership is not transferable.
- 6.4 The liability of members of the Charity is limited.
- 6.5 Every member promises, if the Charity is dissolved while he or she remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

7. **PATRON, PRESIDENT AND VICE-PRESIDENT**

The Trustees may confer on any individual (with his or her consent) the title of Patron, President or Vice-President of the Charity for such period and on such terms as the Trustees may decide provided that such Patron, President or Vice-Presidents shall not be remunerated in any way except for reimbursement of reasonable out-of-pocket expense (including hotel and travel costs) actually incurred in performing their functions.

8. **GENERAL MEETINGS AND WRITTEN RESOLUTIONS**

General Meetings

- 8.1 The Trustees may call a general meeting at any time.
- 8.2 General meetings of the Charity shall be called and held in accordance with the provisions of the Companies Acts except that the quorum shall be the same as that set out on the quorum for meetings of the Board pursuant to these Articles.

Written Resolutions

- 8.3 Subject to Article 8.5, a written resolution of the Charity passed in accordance with these Articles 8.3 to 8.9 shall have effect as if passed by the Charity at a general meeting.
 - 8.3.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
 - 8.3.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
- 8.4 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 8.5 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 8.6 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.

- 8.7 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 8.7.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature.
- 8.7.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature or if it is accompanied by a statement of the identity of the member and the Charity has no reason to doubt the truth of that statement or if it is from an email address specified by the member to the Charity for the purposes of receiving documents or information by electronic means.
- 8.8 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 8.9 A proposed written resolution lapses if it is not passed within 72 days beginning with the circulation date.

9. **APPOINTMENT OF TRUSTEES AND TERMINATION OF OFFICE**

- 9.1 The Trustees as charity trustees have control of the Charity and its property and funds.

Overall Composition of the Board

- 9.2 The Board shall consist of at least eight and not more than fourteen individuals.
- 9.3 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 9.4 No person may be appointed as a Trustee:
- 9.4.1 unless he or she has attained the age of 18 years;
- 9.4.2 unless he or she satisfies the Relevant Criteria;
- 9.4.3 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 9.8; or
- 9.4.4 if he or she has previously been removed as a Trustee or on the ground of breach of the Trustee Code of Conduct as provided for in the Standing Orders, unless the Trustees resolve otherwise.

Appointment of the Trustees

- 9.5 The Trustees shall be appointed by resolution of the Board for terms of office of up to three years.
- 9.6 A Trustee may be re-appointed for further terms of up to three years provided that no Trustee may serve for more than a continuous period of nine years.
- 9.7 After serving for such terms as are permitted under Articles 9.5 and 9.6, a period of at least three years must elapse before a Trustee may be re-appointed and he or she may then be appointed for

up to two further terms of up to three years each after which he or she shall not be eligible for re-appointment.

Termination of Office

- 9.8 A Trustee's term of office automatically terminates if he or she:
- 9.8.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;
 - 9.8.2 is disqualified under the Company Directors Disqualification Act 1986 from acting as a company director;
 - 9.8.3 the Trustees reasonably believe he or she is incapable, whether mentally or physically, of managing his or her own affairs and they resolve that he or she be removed from office;
 - 9.8.4 is absent without the permission of the Trustees from three consecutive meetings of the Board and the Trustees resolve that his or her office be vacated;
 - 9.8.5 ceases to be a member;
 - 9.8.6 is removed by ordinary resolution passed by the members in accordance with the Companies Acts;
 - 9.8.7 resigns by written notice to the Trustees; or
 - 9.8.8 is removed in accordance with procedures established by Standing Orders.

10. PROCEEDINGS OF TRUSTEES

- 10.1 The Trustees must hold at least six meetings each year.
- 10.2 A quorum at a meeting of the Board is four Trustees or at least one-third of the number of Trustees holding office from time to time plus one, whichever is the greater. If the number of Trustees is less than the number fixed as a quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 10.3 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair or (if the Chair and Vice-Chair are unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.4 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose signatures may be written on more than one document setting out or giving approval to the resolution and the resolution will be treated as passed on the date of the last signature).
- 10.5 Except for the chairperson of the meeting, who in the case of an equality of votes shall have a second or casting vote, every Trustee has one vote on each issue.
- 10.6 A meeting of the Board 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.

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

11. **POWERS OF TRUSTEES**

11.1 The Trustees have the following powers in the administration of the Charity:

11.1.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Companies Acts;

11.1.2 to appoint (and remove from those posts) a Chair, Vice-Chair and Treasurer from among their number who shall not be remunerated in any way for such period, subject to Articles 9.5 and 9.6, as the Board shall decide;

11.1.3 to establish and delegate any of their functions to committees in accordance with Standing Orders;

11.1.4 to make Standing Orders consistent with these Articles and the Companies Acts to govern, inter alia, proceedings at general meetings; a form of proxy; the Relevant Criteria for Trustees; appointment of Trustees; proceedings at Trustees' meetings; the functions, powers, composition and proceedings of committees and other bodies established pursuant to these Articles; codes of conduct and sanctions for non-compliance with those codes; and the administration of the Charity;

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

11.1.6 to exercise any powers of the Charity which are not reserved to a general meeting.

11.2 No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.

11.3 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

12. **CONFLICTS OF INTEREST**

12.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

12.2 Whenever a matter is to be discussed at a meeting and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 12.4, he or she must:

12.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

12.2.2 not be counted in the quorum for that part of the meeting; and

12.2.3 withdraw during the vote and have no vote on the matter.

- 12.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

Trustees' Power to Authorise a Conflict of Interest

- 12.4 The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
- 12.4.1 where they consider it to be in the interests of the Charity, any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and
- 12.4.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with. For the avoidance of doubt, Trustees may modify or dispense with the requirements in Article 12.2. However, when deciding to give such authorisation the provisions of Article 12.2 shall be complied with;
- 12.4.3 provided that nothing in this Article 12.4 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with these Articles.
- 12.5 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 12.4 then the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 12.6 A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 12.4 (subject to any limits or conditions to which such approval was subject).
- 12.7 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

13. RECORDS AND ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 13.1.1 annual reports;
- 13.1.2 annual returns; and
- 13.1.3 annual statements of account.

- 13.2 The books of account of the Charity must show:
- 13.2.1 all amounts received and expended by the Charity together with an explanation as to the nature of such transactions; and
 - 13.2.2 the assets and liabilities of the Charity.
- 13.3 The books of account must be kept at the registered office of the Charity or at such other place decided by the Trustees. The books of account must be made available for inspection by any member at any reasonable time during normal office hours.
- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any member, or to any other person who makes a written request and pays the Charity's reasonable costs relating to such request, within two months.
- 13.5 The Trustees must keep proper records of:
- 13.5.1 all proceedings at general meetings;
 - 13.5.2 all proceedings at meetings of the Board;
 - 13.5.3 all proceedings at meetings of committees;
 - 13.5.4 all written resolutions, and
 - 13.5.5 all professional advice obtained.

14. **INDEMNITY**

- 14.1 Without prejudice to any indemnity to which he or she may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts.
- 14.2 The Trustees shall have power to resolve, pursuant to Article 4.25, to effect Trustees' indemnity insurance, despite their interest in such a policy.

15. **COMMUNICATIONS BY AND TO THE CHARITY**

- 15.1 Subject to the provisions of the Companies Acts and these Articles:
- 15.1.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Charity) by making it available on a website;
 - 15.1.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
 - 15.1.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or

information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

- 15.2 Any document or information (including any notice) sent to a member or Supporting Member may be sent to the member or Supporting Member's postal address as shown in the Charity's Register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member or Supporting Member, provided that:
 - 15.2.1 a member or Supporting Member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member or Supporting Member shall be entitled to receive any notice from the Charity; and
 - 15.2.2 the Charity is not required to send notice of a general meeting or a copy of its annual report and accounts to the member for whom it no longer has a valid address.
- 15.3 Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:
 - 15.3.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
 - 15.3.2 in the case of documents in electronic form, by sending them by electronic means:
 - (a) to an address notified to the members or Supporting Members for that purpose; and
 - (b) from an address previously notified to the Charity by the member or Supporting Member for the purpose of sending and receiving documents and information.
- 15.4 A member or Supporting Member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 15.5 Where a document or information is sent or supplied under the Articles:
 - 15.5.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;
 - 15.5.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed;
 - 15.5.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:

- (a) the material is first made available on the website; or
- (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

15.6 Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:

15.6.1 if the document or information has been sent to a member and is notice of a general meeting or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's Register of Members, but may in its discretion choose to do so; and

15.6.2 in all other cases, the Charity will send a hard copy of the document or information to the member's or Supporting Member's postal address as shown in the Charity's Register of Members, or in the case of a recipient who is not a member or Supporting Member, to the last known postal address for that person;

15.6.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

15.7 A defect in the giving of notice of which the Trustees are unaware at the time, or the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate decisions taken at a meeting.

16. **SEAL**

The seal shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by a Trustee and by the Secretary (if any) or by a second Trustee.

17. **DISSOLUTION**

17.1 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:

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

17.1.2 directly for the Objects or charitable purposes within or similar to the Objects;

17.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

18. **EXCLUSION OF MODEL ARTICLES**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

19. **INTERPRETATION**

19.1 In these Articles:

‘Articles’	means these Articles of Association.
‘Beneficiaries’	means a person with diabetes and its related complications or someone who cares for them, potential diabetes sufferers, or a healthcare professional.
‘Board’	means the board of Trustees, being the governing body of the Charity.
‘Chair’	means the chairperson of the Board.
‘Charity’	means The British Diabetic Association, charity registration number 215199, the company governed by these Articles.
‘charitable’	means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word “charitable” or the words “charitable purposes” in force in any part of the United Kingdom For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.
‘charity trustee(s)’	has the meaning prescribed by section 177 of the Charities Act 2011.
‘clear day’	means 24 hours from midnight following the relevant event.
‘Commission’	means the Chanty Commission for England and Wales.
‘Companies Acts’	has the meaning prescribed by section 2 of the Companies Act 2006.
‘Conflict of Interest’	means any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity.

‘electronic form’ and ‘electronic means’	have the meanings respectively given to them in the Companies Act 2006.
‘financial expert’	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000.
‘hard copy’ and ‘hard copy form’	have the meanings respectively given to them in the Companies Act 2006.
‘health care professional’	means a person qualified in a profession that delivers health care.
‘material benefit’	means a benefit which may not be financial but has a monetary value.
‘month’	means calendar month.
‘Objects’	means the objects of the Charity as defined in Article 3.
‘one percent shareholding’	means an interest in shares in a company which represent no more than one per cent of the issued shares of the relevant class.
‘Relevant Criteria’	means the criteria that Trustees should possess set out in Standing Orders as made by the Trustees from time to time.
‘Research Committee’	means the committee established by the Trustees on terms of reference determined by the Trustees from time to time.
‘Secretary’	means the company secretary of the Charity (if any) or any other person appointed to perform the duties of the company secretary of the Charity.
‘Supporting Member’	means a person admitted to a category of supporting membership of the Charity on such terms and by such designation as the Board decides and, for the avoidance of doubt, a Supporting Member is not a member of the Charity for company law purposes unless he or she is appointed as a Trustee pursuant to these Articles (and “Supporting Members” has a corresponding meaning).
‘taxable trading’	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax.
‘Trustee’	means a director of the Charity as defined in the Companies Acts (and ‘Trustees’ has a corresponding meaning).

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message.

‘year’ means calendar year.

19.2 Expressions defined in the Companies Acts have the same meaning in these Articles;

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