



CERTIFICATE OF INCORPORATION

No. 1509313

I hereby certify that

THE NOTTINGHAMSHIRE HOSPICE LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the
Company is Limited.

Given under my hand at Cardiff the

25TH JULY 1980

E. A. WILSON

Assistant Registrar of Companies

I confirm I have seen the original
and certify this is a complete and
accurate copy. Where appropriate, it
shows a true likeness of the individual.

Signed

13/9/13

Company Number: 01509313

PRIVATE COMPANY LIMITED BY GUARANTEE

**MEMORANDUM
AND ARTICLES
OF ASSOCIATION**

NOTTINGHAMSHIRE HOSPICE LIMITED (THE)

Incorporated on 25/07/1980

**FRASER BROWN
84 FRIAR LANE
NOTTINGHAM
NG1 6ED**

Company Limited by Guarantee
Memorandum of Association of
Nottinghamshire Hospice Limited

1. Name

The Company's name is "Nottinghamshire Hospice Limited" (and in this document it is called 'the Charity').

2. Registered Office

The Charity's registered office is to be situated in England.

3. Objects

The Charity's objects ('the Objects') are to promote the relief of illness and suffering of people residing permanently or temporarily within a 25 mile radius of Fernleigh, 384 Woodborough Road, Nottingham, NG3 4JF in such ways as the Charity shall from time to time think fit; in particular (but without prejudice to the generality of such object):

- 3.1. by facilitating and promoting the relief, care and treatment of the chronically ill, especially of the dying in the palliative care stage of their illness and the support and care of their families and carers of the bereaved;
- 3.2. by conducting or promoting or encouraging or commissioning research into the care and treatment of such persons as 3.1 suffering from any terminal illness at the end of life and by providing for the dissemination of the results of such research;
- 3.3. to provide or facilitate education and training for professionals and volunteers engaged in palliative care and increase awareness among the general public of the values, principles and practice of hospice and palliative care;
- 3.4. by promoting the advancement of spiritual care, help, counselling and guidance for such persons as set out in 3.1; and
- 3.5. by providing a bereavement service to the families of any persons suffering from or having suffered from any chronic or terminal illness.

4. Powers

- 4.1. In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):
 - 4.1.1. to raise funds for the benefit of such persons listed in 3.1. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - 4.1.2. to construct, repair, renovate, furnish, equip, decorate, alter, maintain and manage any buildings, erections or work necessary as stated in the Objects or for any use in connection with this (including use as a Church or Chapel for the use of any person or persons resident or working in any such home) or otherwise for the work of the Charity;

- 4.1.3. to acquire or rent any property of any kind and any rights or privileges in an over property and consent, maintain, alter and equip any buildings or facilities;
- 4.1.4. to acquire, provide or deal in such medical, surgical and other supplies, equipment, appliances, apparatus, comforts and other things conducive to the material or spiritual welfare of those listed in 3.1 and those working to advance the material or spiritual welfare of those listed in 3.1.
- 4.1.5. to employ and remunerate such staff as are required or deemed expedient for carrying out the work of the Charity or any of the Objects. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- 4.1.6. to grant pensions or gratuities to any employees or ex-employees of the Charity, or (but only in cases of need) to the relatives or dependants of any such persons;
- 4.1.7. to take any gift of property, whether subject to any special trust or not, for any one or more of the Objects;
- 4.1.8. to print or publish any newspapers, periodicals, books or leaflets that the Charity may think desirable for the promotion of the Objects;
- 4.1.9. to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property belonging to the Charity and subject to such conditions as the Trustees think fit. In exercising this power, the Charity must comply as appropriate with Sections 36, 37, 38 and 39 of the Charities Act 1993 or any other re-enactment thereof;
- 4.1.10. to administer any funds or property for the time being held by the Charity;
- 4.1.11. to borrow or raise money in such manner and upon such terms as the Charity may think fit, and to charge (by way of mortgage, charge, debenture or otherwise) the whole or any part of the property belonging to the Charity as security for repayment of any money borrowed. The Charity must comply as appropriate with Sections 38 and 39 of the Charities Act 1993 or any other re-enactment thereof if it wishes to mortgage land;
- 4.1.12. to undertake or execute any trusts or any agency business which may lawfully be undertaken by the Charity;
- 4.1.13. to open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.1.14. to co-operate with or subscribe to other charities, voluntary bodies and statutory authorities and to exchange information and advice with them and to grant donations for any charitable public purpose;
- 4.1.15. to establish or support, and to aid in the establishment or support of, any charitable associations, institutions, clubs, building and housing schemes, funds and trusts which may be considered to benefit any employees or ex-employees of the Charity;
- 4.1.16. to establish or support, and to aid in the establishment or support of, any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 4.1.17. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other company, institution, society, association or charity formed for any of the Objects;

- 4.1.18. to enter into any arrangements with any authority, supreme, municipal, local or otherwise which may seem conducive to any of the Objects, and to obtain from any such authority any rights, privileges and concessions which it may seem desirable to obtain, and to carry out and comply with any such arrangements, rights, privileges and concessions;
- 4.1.19. alone or with other organisations, seek to influence public opinion and make representations to and seek to influence local, regional and national government and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
- 4.1.20. amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 4.1.21. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 4.1.22. to delegate the management of investments to a financial expert provided that:-
- 4.1.22.1. the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.1.22.2.
 - 4.1.22.3. every transaction is reported promptly to the Trustees who may in turn delegate to the Honorary Treasurer;
 - 4.1.22.4. the performance of the investments is reviewed regularly by the Trustees;
 - 4.1.22.5. the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.1.22.6. the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.1.22.7. 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;
 - 4.1.22.8. the financial expert may not do anything outside the powers of the Trustees; and
 - 4.1.22.9. 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 England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and pay any reasonable fee required.
- 4.1.23. to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in clause 4.2, but subject to the restrictions specified in clause 4.3; and
- 4.1.24. to do all such other lawful things as are necessary for the achievement of the Objects.
- 4.2 The liabilities referred to in sub-clause 4.1.23 are:
- 4.2.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - 4.2.2 the liability to make a contribution to the Charity's assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading).
- 4.3
- 4.3.1 The following liabilities are excluded from sub-clause 4.1.23:
 - 4.3.1.1 fines;

- 4.3.1.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
- 4.3.1.3 liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.
- 4.3.2 There is excluded from sub-clause 4.1.23 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5. Limitation on Private Benefits

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 5.2
 - 5.2.1 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.
 - 5.2.2 Subject to the restrictions in clauses 4.2 and 4.3, a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- 5.3 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 of the Charity. This does not prevent a member who is not also a Trustee receiving:
 - 5.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;
 - 5.3.2 reasonable and proper remuneration for any goods or services supplied to the Charity.
- 5.4 No Trustee may:
 - 5.4.1 sell goods, services, or any interest in land to the Charity;
 - 5.4.2 be employed by, or receive any remuneration from the Charity; or
 - 5.4.3 receive any other financial benefit from the Charity;
 unless:
 - 5.4.3.1 the payment is permitted by clause 5.5 and the Trustees follow the procedure and observe the conditions set out in clause 5.6; or
 - 5.4.3.2 the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 5.5
 - 5.5.1 A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

5.5.2 Any Trustee who possesses specialist skills or knowledge required by the Charity for its proper administration may make and be paid any reasonable charges for work of that nature done by him or her or his or her firm when instructed by the Charity to act on its behalf.

5.5.3 A Trustee may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees.

5.5.4 A company of which a Trustee is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.

5.5.5 A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.

5.6

5.6.1 The Charity and its Trustees may only rely upon the authority provided by clause 5.5 if each of the following conditions is satisfied:

5.6.1.1 The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all circumstances.

5.6.1.2 The Trustee is absent from any part of the meeting at which there is a discussion of:

5.6.1.2.1 his or her employment or remuneration, or any matter concerning the contract; or

5.6.1.2.2 his or her performance in the employment, or his or her performance of the contract; or

5.6.1.2.3 any proposal to enter into any other contract or arrangement with him or her to confer any benefit upon him or her that would be permitted under sub-clause 5(5); or

5.6.1.2.4 any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).

5.6.1.3 The Trustee 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.

5.6.1.4 The other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest).

5.6.1.5 The reason for their decision is recorded by the Trustees in the minute book.

5.6.1.6 A majority of the Trustees then in office have received no such payments.

5.6.1.7 A Trustee shall withdraw from any meeting whilst his or her own instruction or remuneration, or that of his or her firm, is being discussed.

5.6.2 The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:

5.6.2.1 a partner;

5.6.2.2 an employee;

5.6.2.3 a consultant;

5.6.2.4 a director; or

5.6.2.5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

5.7 In sub-clauses 5.2- 5.6:

5.7.1 'Charity' shall include any company in which the Charity:

5.7.1.1 holds more than 50% of the shares; or

5.7.1.2 controls more than 50% of the voting rights attached to the shares;
or

5.7.1.3 has the right to appoint one or more directors to the board of the company.

5.7.2 'Trustee' shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as his or her partner.

6. Limited Liability

The liability of the members is limited.

7. Guarantee

Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8. Dissolution

8.1 The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

8.1.1 directly for the Objects; or

8.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.1.3 to any charity for use for particular purposes that fall within the Objects;

8.2 Subject to any such resolution of the members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

8.2.1 directly for the Objects; or

8.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

8.3 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) and if no such resolution is passed by the members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

9. Interpretation

Words and expressions used in this Memorandum of Association have the same meanings as defined in the Articles of Association of the Charity.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

(signatures, names and addresses of subscribers)

ALL MEMBERS OF THE COMPANY SHOULD SIGN THIS DOCUMENT

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

Companies Acts 1985 and 1989
Company Limited by Guarantee
Articles of Association of
Nottinghamshire Hospice Limited

Interpretation

1. In these articles:

'the Act'	means the Companies Act 1985;
'address'	means the postal address or, for the purposes of Electronic Communication, a fax number or an e-mail address in each case registered with the Charity;
'Area of Benefit'	means the area within a twenty five mile radius of Fernleigh, 384 Woodborough Road, Nottingham, NG3 4JF;
'the Chair'	means the Trustee elected to act as such in accordance with Article 46 of these Articles of Association;
'the Charity'	means Nottinghamshire Hospice Limited;
'clear days'	in relation to the period of a notice means the period excluding: <ul style="list-style-type: none"> • 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 Commissioners for England and Wales;
'Electronic Communications'	has the meaning ascribed to it in the Electronic Communications Act 2000;
'the memorandum'	means the memorandum of association of the Charity;
'officers'	includes the Trustees and the Secretary;
'Secretary'	means the Company secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary; and
'the Trustees'	means the directors of the Charity. The directors are charity trustees as defined by the Charities Act 1993 Section 97.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in these articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Members

2. (1) The subscribers to the memorandum are the members of the Charity.

(2) Membership is open to individuals who:

(a) apply to the Charity in the form required by the Trustees; and

(b) are approved by the Trustees.

- (3) In selecting individuals for appointment as new members, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Charity. In particular, the members of the Charity at any one time may include if possible:-
- (a) a General Practitioner practicing within the Area of Benefit;
 - (b) an individual involved in palliative care;
 - (c) an individual involved in commerce and industry;
 - (d) an individual employed in the legal profession;
 - (e) an accountant;
 - (f) a surveyor; and
 - (g) a service user (a patient or carer).
- (4)
- (a) At the next meeting of the Trustees after the receipt of any application for Membership, such application shall be considered by the Trustees who shall decide at their sole discretion whether to admit or reject the applicant.
 - (b) In deciding whether to admit or reject an applicant, the Trustees shall have regard to the criteria currently set out in Schedule 1, which shall be from time to time agreed and approved by the Trustees.
 - (c) The Trustees are not obliged to inform the applicant of the reasons for the acceptance or refusal but shall cause the Secretary to notify the applicant of their decision, whereupon the applicant, if approved for membership, shall have his or her name entered in the Register of Members.
- (5) Membership is not transferable to anyone else.
- (6) The Trustees must keep a register of names and addresses of the members.
- (7) Every member shall, to the best of his or her ability, further the objects and interests of the Charity.

Termination of membership

3. Membership is terminated if:
- (1) the member dies;
 - (2) the member resigns by written notice to the Secretary unless, after the resignation, there would be fewer than five members;
 - (3) any sum due from the member to the Charity is not paid in full within twelve months of it falling due, the member having been notified of his or her non-payment by the Secretary;
 - (4) the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:
 - (a) the member has been given at least 21 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; and
 - (b) the member or, at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting; or

(5) the member ceases to hold the office of Trustee under Article 31.

General meetings

4. (1) An annual general meeting must be held each year and not more than 15 months may elapse between successive annual general meetings.

(2) All general meetings other than annual general meetings shall be called extraordinary general meetings.
5. The Trustees may call an extraordinary general meeting at any time.

Notice of general meetings

6. (1) The minimum periods of notice required to hold a general meeting of the Charity are:
 - (a) 21 clear days for an annual general meeting and an extraordinary general meeting called for the passing of a special resolution;
 - (b) 14 clear days for all other extraordinary general meetings.
- (2) A general meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an annual general meeting, by all the members entitled to attend and vote; and
 - (b) in the case of an extraordinary general meeting, by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 95 per cent of the total voting rights.
- (3) 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.
- (4) The notice shall be given to all the members and to the Trustees.
7. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

Proceedings at general meetings

8. (1) No business shall be transacted at any general meeting unless a quorum is present.

(2) A quorum is five members entitled to vote upon the business to be conducted at the meeting.
9. (1) 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 may determine.
- (2) The Trustees must reconvene the meeting and must give at least 7 clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

- (3) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.
10. (1) General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees.
- (2) If there is no such person or he or she is not present within fifteen minutes of the time appointed for holding the meeting a Trustee nominated by the Trustees shall chair the meeting.
- (3) If there is only one Trustee present and willing to act, he or she shall chair the meeting.
- (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.
11. (1) The members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- (2) The person who is chairing the meeting must decide the date time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- (3) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had adjournment not taken place.
- (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 reconvened meeting stating the date time and place of the meeting.
12. (1) Any vote at a meeting shall be decided by a show of hands, unless before or on the declaration of the result of the show of hands, a poll is demanded:
- (a) by the person chairing the meeting; or
- (b) by at least three members having the right to vote at the meeting.
- (2) (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- (b) The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- (3) (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- (b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- (4) (a) A poll must be taken as the person who is chairing the meeting directs who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

- (5) (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- (b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- (c) The poll must be taken within thirty days after it has been demanded.
- (d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- (e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
13. If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
14. A resolution in writing signed by each member 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.

Votes of members

15. (1) Subject to Articles 13 and 15(2) every member shall have one vote.
- (2) No member shall be entitled to vote at any general meeting or at any adjourned meeting if he or she owes any money to the Charity.
16. Any objection to the qualification of any voter must be raised at the meeting at which the vote objected to is tendered and the decision of the person who is chairing the meeting shall be final.
17. Votes may not be given by proxy.

Trustees

18. (1) A Trustee must be a natural person aged 18 years or older.
- (2) No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 31.
19. The number of Trustees shall be no fewer than five and no more than fifteen.
20. Only persons who are members of the Charity shall in any circumstances be eligible to become a Trustee.
21. A Trustee may not appoint an alternate trustee/director or anyone to act on his or her behalf at meetings of the Trustees.

Powers of Trustees

22. (1) The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Act, the memorandum, these articles or any special resolution.
- (2) No alteration of the memorandum or these articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- (3) 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.

Retirement

23. At each Annual General Meeting, one third of the Trustees or, if their number is not 3 or a multiple of 3, the nearest to one third must retire from office.
24. (1) The Trustees to retire by rotation shall be those who have been longest in office since their last election or appointment. If any Trustees became or were appointed Trustees on the same day, those to retire shall (unless they otherwise agreed among themselves) be determined by lot.
- (2) If a Trustee is required to retire at an annual general meeting by a provision of these articles the retirement shall take effect upon the conclusion of the meeting.
25. A retiring Trustee shall be eligible for re-election. However, a retiring Trustee shall not be eligible for re-election following his or her second consecutive retirement by rotation unless:
- (1) the position has been advertised in the Area of Benefit; and
- (2) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Charity is given notice by the retiring Trustee in the form specified in Schedule 2.

The Appointment of Trustees

26. (1) The Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee.
- (2) The Charity may in a General Meeting increase or reduce the number of Trustees and determine in what rotation such increased or reduced number shall go out of office and make the appointments necessary for any such increase.
27. No person who is not already a Trustee may be appointed a Trustee at any general meeting unless:
- (1) the position has been advertised in the Area of Benefit; and
- (2) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Charity is given notice by the proposed trustee in the form specified in Schedule 2.
28. All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation.
29. (1) The Trustees may at any time appoint a member who is willing to act to be a Trustee, providing that the criteria as set out in Schedule 1 have been satisfied.

(2) A Trustee appointed by a resolution of the other Trustees must retire at the next annual general meeting but shall be eligible for re-election and must not be taken into account in determining the Trustees who are to retire by rotation.

30. The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

Disqualification and removal of Trustees

31. A Trustee shall cease to hold office if he or she:
- (1) ceases to be a Trustee by virtue of any provision in the Act or is prohibited by law from being a trustee or a company director;
 - (2) is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993;
 - (3) ceases to be a member of the Charity;
 - (4) becomes incapable by reason of mental disorder of managing and administering his or her own affairs;
 - (5) resigns as a Trustee by notice to the Charity (but only if at least five Trustees will remain in office when the notice of resignation is to take effect);
 - (6) is absent without the permission of the Chair from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated; or
 - (7) is made bankrupt.

Trustees' remuneration

32. The Trustees must not be paid any remuneration unless it is authorised by clause 5 of the memorandum.

Register of Interests

33. The Trustees shall cause to be kept the Register of Directors' Interests and shall make the entries required to be made and shall render the same available for inspection and shall produce the same at every Annual General Meeting.

Proceedings of Trustees

34. The Trustees shall, not less than four times in every calendar year and at intervals of not more than four months between consecutive meetings, meet together for the despatch of business.
35. (1) The Trustees may regulate their proceedings as they think fit, subject to the provisions of these Articles.
- (2) Any Trustee may call a meeting of the Trustees.
 - (3) The Secretary must call a meeting of the Trustees if requested to do so by a Trustee.
 - (4) Questions arising at a meeting shall be decided by a majority of votes.
 - (5) In the case of an equality of votes, the Chair shall have a second or casting vote.

36. Not less than fourteen days' notice in writing of meetings of the Trustees shall be given to every Trustee except when, in the opinion of the Chair, it is desirable as a matter of urgency to convene the meeting at shorter notice.
37. (1) 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.
- (2) The quorum shall not be less than five but subject thereto may be fixed by the Trustees.
- (3) 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.
38. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
39. (1) 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.
- (2) The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Trustees.
40. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict of interest 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).
41. (1) Subject to Article 41(2), all acts done by a meeting of Trustees, or of a committee of Trustees formed by the Trustees pursuant to Articles 42 and 44, 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 interest 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.

(2) Article 41(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 Article 41(1), the resolution would have been void, or if the Trustee has not complied with Article 40.

Delegation

42. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the

Charity to any person or committee in accordance with the conditions set out in Articles 43 and 44 below.

43. All delegations pursuant to Articles 42, 44 and 45 shall be variable and/or revocable at any time.

Delegation to Committees

44. In the event of delegation to a committee:

- (1) The terms of any delegation must be recorded in the minute book.
- (2) The composition of any such committee shall be entirely at the discretion of the Trustees.
- (3) The Trustees must specify those who shall serve or be asked to serve on such a committee.
- (4) The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit.
- (5) No committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- (6) The Trustees may revoke or alter a delegation.
- (7) The deliberations and proceedings of any such committee shall be reported regularly to the Trustees and all acts and decisions of any such committee must be fully and promptly reported to the Trustees.
- (8) The meetings and proceedings of any committee shall be governed by the provisions for regulating the meetings and proceedings of the Trustees so far as applicable and so far as the same shall not be superseded by any regulations made by the Trustees.

Delegation of Day-to-Day Management Powers

45. In the event of delegation of the day to day management of the Charity:

- (1) The delegation must be to the Chief Executive or other managers or manager appointed by the Trustees from time to time.
- (2) The delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable, to advise the Trustees in relation to such policy, strategy and/or budget.
- (3) The Trustees shall provide the Chief Executive with a description of his or her role and the extent of his or her authority.
- (4) The Chief Executive shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Chair

46. (1) The Trustees shall from time to time elect a Chair who shall be entitled to preside at all meetings of the Trustees at which he or she shall be present.

(2) If no Chair is elected, or at any meeting of the Trustees the Chair is not present within fifteen minutes after the time appointed for the holding of the meeting, or is not willing to preside, a Trustee nominated by the Trustees shall chair the meeting.

(3) If there is only one Trustee present and willing to act, he or she shall chair the meeting.

(4) If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Trustees present must choose one of their number to chair the meeting.

(5) At every Annual General Meeting of the Charity, the Chair shall retire from office but shall be eligible for re-election.

(6) The Trustees may, at the Annual General Meeting at which the Chair retires in the manner aforesaid, fill the vacancy by electing a Trustee to that position and in default the retiring Chair, if offering himself/herself for re-election, shall be deemed to have been re-elected unless at such Annual General Meeting it is expressly resolved not to fill such vacancy or unless a Resolution for the re-election of such Chair shall have been put to the Annual General Meeting and lost.

Honorary Treasurer

47. The Trustees shall from time to time appoint some person, whether or not a Trustee or member of the Charity to be Honorary Treasurer of the Charity.

48. The Honorary Treasurer shall undertake such functions in respect of the Charity as the Trustees shall from time to time appoint and no remuneration (except by way of repayment of out-of-pocket expenses, if any) shall be paid to him or her in respect of his or her fees.

Secretary

49. The Secretary shall be appointed by the Trustees for such term on such remuneration and upon such conditions as it may think fit.

50. Any Secretary so appointed may be removed by the Trustees.

Appointment of Advisers

51. Subject to these Articles of Association, the Trustees may appoint a person who is willing to advise the Trustees, for a limited period of time to be determined by the Trustees at the time of appointment, as an 'adviser' to the board of Trustees. The adviser shall be entitled to attend but not vote at meetings of the members of the Charity and meetings of the Trustees of the Charity.

Minutes

52. The Trustees must keep minutes of all:

(1) appointments, removals and retirements of officers made by the Trustees or otherwise;

(2) appointments, removals and retirements of the Trustees;

(2) proceedings at meetings of the Charity;

(3) meetings of the Trustees and committees of Trustees including:

(a) the names of the Trustees present at the meeting;

(b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.

53. Any minutes of any meeting of the members or the Trustees, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be sufficient evidence of the facts stated within those minutes, without any further proof.
54. Every Trustee present at any meeting of the Trustees shall sign his or her name in a book to be kept for that purpose.

Accounts

55. (1) The Trustees must prepare for each financial year accounts as required by Section 226 (or, if applicable, Section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

(2) The Trustees must keep accounting records as required by Sections 221 and 222 of the Act.

Audit

56. Once at least in every year the accounts of the Charity shall be examined and the correctness of such accounts ascertained by a properly qualified Auditor or Auditors to be appointed by the Trustees and approved yearly by them at the Annual General Meeting of the Charity.

Annual report and return and register of charities

57. (1) The Trustees must comply with the requirements of the Charities Act 1993 with regard to:

- (a) the transmission of the statements of account to the Charity;
- (b) the preparation of an annual report and its transmission to the Commission;
- (c) the preparation of an annual return and its transmission to the Commission.

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

Notices

58. Any notice to be given to or by any person pursuant to the articles

- (1) must be in writing; or
- (2) must be given using Electronic Communications.

59. (1) 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 as it appears in the Register; or

(c) by leaving it at the address of the member; or

(d) by giving it using Electronic Communications to the member's address.

(2) 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.

60. 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.

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

(2) 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.

(3) A notice shall be deemed to be given:

(a) 48 hours after the envelope containing it was posted; or

(b) in the case of an electronic communication, 48 hours after it was sent.

62. The accidental omission to give notice of a meeting to or failure of notice of a meeting to reach a member shall not invalidate the proceedings or decisions of such meetings.

Indemnity

63. The Charity shall indemnify every Trustee or other officer or auditor of the Charity against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Trustee or in which the Trustee is acquitted or in connection with any application in which relief is granted to the Trustee by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

Dissolution

64. Clause 8 of the memorandum relating to the winding up and dissolution of the Charity shall have effect as if the provisions thereof were repeated in these provisions.

Signatures, Names and Addresses of Subscribers:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Name:

Address:

..... Signature:

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

Schedule 1

Criteria for Membership of the Charity

Schedule 2

Application Form for Prospective Trustees

Must be signed by an existing member entitled to vote at the meeting.

Must state the existing member's intention to propose the appointment of a person as a Trustee.

Must contain the details that, if the person were to be appointed, the Charity would have to file at Companies House.

Must be signed by the person who is to be proposed to show his or her willingness to be appointed.