

THE COMPANIES ACT 1985

Company Limited by Guarantee

Special Resolutions

of

The Sue Ryder Foundation

(passed on 4th December 1996)



At an Extraordinary General Meeting of the Company duly convened and held at Headquarters of The Sue Ryder Foundation Cavendish Sudbury Suffolk CO10 8AY on 4th December 1996 the following Resolutions were passed as Special Resolutions of the Company.

SPECIAL RESOLUTION NO. 1

That the existing Memorandum of Association of the Company be and they are hereby altered by the redesignation of the present Clause 3(xliv) and Clause 3(xlv) as Clause 3(xlvi) and Clause 3(xlvii) respectively and by adopting, first, new Clause 3(xliv) namely:

"to borrow or raise money and to secure or discharge any debt or obligation in any manner whatsoever and upon such terms and security as maybe thought fit for the objects of the Company and in particular, by mortgages of or charges upon all or any part of the undertaking, property and assets (both present and future) of the Company PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;"

and secondly, new Clause 3(xlv) namely:

"to lend money and give credit to and take security for such loans or credit from, any person, company, institution, charity or other organisation;"

SPECIAL RESOLUTION NO. 2

That the existing Articles of Association of the Company be and they are hereby altered in the manner following, that is to say:

By deleting the present Article 46 and by adopting a new Article 46 namely:

"The trustees may appoint such persons as they think fit to one or more committees and the trustees may delegate any of their powers to such committees for the purpose of making any enquiry or supervising or performing any function or duty of the trustees for the better management of the Company which in their opinion would be more conveniently undertaken or carried out by such a committee : provided that any such committee shall have at least two trustees : provided also that all acts and proceedings of such committees shall conform to any regulations imposed on them by the trustees and shall be fully and properly reported to the trustees."

.....
Chairman

The Companies Acts 1948 and 1967

Company Limited by Guarantee and not having

a Share Capital

Memorandum of Association of

THE SUE RYDER FOUNDATION

1. The name of the Company is "THE SUE RYDER FOUNDATION"*
2. The registered office of the Company will be situate in England.
3. The primary Objects for which the Company is established are:-
 - (i) to relieve poverty in any part of the world;
 - (ii) to relieve sickness and any form of physical or mental disability of individual persons in any part of the world;
 - (iii) to relieve the consequences of old age by providing facilities of any kind for the care of the elderly in any part of the world;
 - (iv) to provide education relating to the causes of and the means of relief of poverty, sickness, physical or mental disability and old age in any part of the world;
 - (v) to promote religious teaching, and in particular the beliefs and principles of the Christian faith while recognising and serving the spiritual needs of all whatever their religious or spiritual beliefs including, (but not to the exclusion of any other religious belief), the general, ethical, spiritual and moral beliefs and principles which are related to and which can be distilled from the Christian religion;
 - (vi) to care for any person in any part of the world who has become a refugee within or without his or her country of birth because of aggression oppression or natural disaster in any part of the world and who thereby is in need;

* The Company dispensed with the word "limited" as part of its name pursuant to a Special Resolution passed on 14 February 1996 and a certificate of incorporation on change of name dated 5 March 1996.

- (vii) to preserve for the benefit of the public buildings of aesthetic, historic, architectural, constructural or scientific interest or importance; In furtherance of the primary Objects the Company shall have the following ancillary Objects:
- (viii) to take over, so far as the law will allow, the assets of, the liabilities of, the right to receive legacies left to, the right to receive covenants payable in favour of, and the other present functions and activities of the Charity known as the Sue Ryder Foundation registered Charity number 222291 and to continue those functions and activities according to the powers contained in this Memorandum under any Scheme made by the Charity Commissioners to replace the trusts and Objects of the Sue Ryder Foundation as set out in a Declaration of Trust dated the 13th November 1958 as amended and to make such applications to the Charity Commissioners or the Courts as are necessary to fulfil the purpose of this Object;
- (ix) to establish, fit out, furnish, maintain and run nursing homes in the United Kingdom of Great Britain and Northern Ireland or elsewhere in the European Union to be known as "Sue Ryder Homes" for the purpose of providing for the medical, nursing, spiritual and other needs of those persons who are sick or ill or dying having regard particularly to those persons who have diseases or types of sicknesses or afflictions which
 - (a) are not easily susceptible to medium or long term treatment in a National Health Service Hospital (whether run by National Health Service Trusts or otherwise); or
 - (b) in the opinion of the Trustees put an undue burden on the family, relatives and close friends of the person who is sick or ill; or
 - (c) are needed because of any inability of social services provided by national or local government to meet any need of a chronically ill or sick person in their own homes or otherwise in the community;
- (x) to establish residential homes or residential care homes in the United Kingdom of Great Britain and Northern Ireland or in the European Union also to be known as "Sue Ryder Homes" where proper provision can be made for the elderly and/or the infirm and/or a disabled person in any suitable geographical area or community of population;
- (xi) to encourage and facilitate the creation and running of both categories of "Sue Ryder Homes" in any country in the world for the same purposes as are set out in the sub-clauses (ix) to (x) inclusive immediately preceding this sub-clause;
- (xii) to provide in any country in the world, transport, shelter, homes, clothing, food and appropriate financial aid and assistance of a charitable nature or function whether on a temporary or permanent basis for any person who is dispossessed in or who is a refugee from his or her own country for reasons

relating to persecution, whether religious or political, or relating to the effects of or aftermath of war, rebellion or other international or national armed conflict regardless of race or creed provided that such person is in need;

- (xiii) to carry on for the benefit of the community the provision of nursing and associated amenities for persons in deprived or necessitous circumstances;
- (xiv) to provide shelter and comfort for persons and families in need of housing, including the construction, purchase, rehabilitation or conversion of buildings for dwelling purposes;
- (xv) to provide flats or other dwelling units for rent, purchase or on such other terms of tenure as shall seem conducive for the relief of housing deprivation where, (in the exercise of the discretion of the Trustees according to any policy document which shall have been approved by the Charity Commissioners), any individual person shall have an urgent or long term housing need for which charitable relief is appropriate;
- (xvi) to provide caring, social and recreational services for the elderly, the ill or handicapped and other disadvantaged persons including families with limited incomes who are in need of charitable relief;
- (xvii) to promote, through the education of the public, a sense of community, concern and care for the housing needs of disadvantaged persons, including those suffering from bodily or mental infirmity, the elderly, the handicapped, and families with limited income;
- (xviii) to strive, by all means possible, to involve members of the public in the activities and interests of those in the Company's care;
- (xix) to erect, provide, construct, build, equip, maintain, conduct and manage facilities for buildings and to provide financial and other assistance for buildings and other places for the purposes of the Company;
- (xx) to promote research into subjects related to poverty and charitable needs and to educate and influence public opinion by all lawful means;
- (xxi) to recruit, educate and train persons in the care and treatment of the ill and the physically and mentally handicapped;
- (xxii) to establish and run shops to be known as "Sue Ryder Shops" to raise funds for the Company by selling donated or secondhand goods of any kind but not in such a way as would constitute permanent trading;
- (xxiii) to form and control subsidiary non-charitable limited companies incorporated under the provisions of the Companies Acts in force in England and Wales current at any given time for the purpose of trading, provided that, such limited company shall pay its trading profits to the

Company in any manner not in contravention of legislation in force at any given time;

- (xxiv) (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- (b) to pay insurance premiums;
- (xxv) (a) to invest the monies of the Company, not immediately required for its purposes, in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions, (if any), as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (b) subject as hereinafter provided, the Company may employ and remunerate a professional investment manager who is entitled to carry on investment business under the provisions of the Financial Services Act 1986 and from time to time delegate to any manager so employed (hereinafter referred to as the manager) the exercise of all or any of the Company's powers of investment for such period (not exceeding 24 months) and subject to such restrictions and conditions as the Company think fit: Provided that the Company shall not make any such delegation except upon terms that the Company may, without notice, review any such delegation and its terms and revoke or alter the same if they think fit at any time notwithstanding that the period of such delegation has not expired and upon terms which require that:-
 - (1) the exercise by the manager of such powers of investment as are delegated to him as aforesaid shall be subject to and in accordance with instructions as to the investment policy which the Company shall give at the time of such delegation and at such time or times thereafter as the Company thinks fit;
 - (2) the manager shall inform the Company within 14 days of each act done in the exercise of power and duties so delegated;
- (a) the Company may:-
 - (1) make such arrangements as are deemed necessary for any investments, or income from those investments, to be held by a corporate body as the Company's nominee; and
 - (2) pay reasonable and proper remuneration to any corporate body acting as the Company's nominee in pursuance of this Clause;
- (xxvi) to raise funds and to invite and receive contributions : Provided that in raising funds the Company shall not undertake any permanent trading

activities and shall conform to any relevant statutory regulations; the Company may organise or participate in raffles, lotteries and other events with prizes;

- (xxvii) to acquire, freehold, leasehold or other interests in land or buildings, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property including land and buildings;
- (xxviii) (a) subject to sub-clause (xxxvii) to (xliii) below to employ such staff, who shall not be directors of the Company, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;

(b) to form committees on which the Trustees and others invited to do so may serve for the better management of the Company: Provided that any committee shall have at least two Trustees;
- (xxix) to provide indemnity insurance for the Trustees out of the funds of the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or not;
- (xxx) to employ persons or to pay for the services of persons to achieve and manage the Objects of the Company in its ordinary day to day activities;
- (xxxi) to establish or support any charitable trusts, associations or institutions formed in any part of the world for all or any of the Objects;
- (xxxii) to co-operate with other charities, voluntary bodies and statutory authorities operating in any part of the world in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (xxxiii) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (xxxiv) to provide a definitive Charter strictly worded to comply with the Objects set out in this Memorandum which when publicly distributed will set out in simple and plain English the purpose and intention of the Company and which is in accordance with the Objects of the Company as defined in practical terms by the Trustees from time to time;
- (xxxv) to undertake and carry on the office and duties of executor, trustee, custodian trustee, nominee or attorney, of or for any person or body of persons, corporation, association, trust or concern holding property for or who or which, is or are associated with the Company; "associated" for the purpose of this Clause shall include in particular any other charity which has one or more charitable objects similar in purpose to those of the Company;

the directors of the Company shall act as the trustees of the Company but so that no Trustee shall be appointed to any office of the Company paid by salary or fees or reserve any remuneration or other benefit in money or moneys worth from the Company Provided that nothing in this document shall prevent any payment in good faith by the Company as detailed in sub-clauses (xxxvii) to (xliii) inclusive.

- (xxxvi) to promote, sponsor, benefit and further, by financial and any other means, the creation, continuation or development of any one or more charitable enterprises in England and Wales and elsewhere and in particular hospitals, nursing homes, and other places where people receive help in accordance with the preceding Objects.
- (xxxvii) to pay the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (xxxviii) to pay reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a Trustee;
- (xxxix) to pay interest on money lent by any member of the Company or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;
- (xl) to pay fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (xli) to pay reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- (xlii) to pay to any Trustee reasonable out-of-pocket expenses;
- (xliii) to pay any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) or any Officers of the Company which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company : Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not;

- (xlv) to borrow or raise money and to secure or discharge any debt or obligation in any manner whatsoever and upon such terms and security as maybe thought fit for the objects of the Company and in particular, by mortgages of or charges upon all or any part of the undertaking, property and assets (both present and future) of the Company PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
 - (xlvi) to lend money and give credit to and take security for such loans or credit from, any person, company, institution, charity or other organisation;
 - (xlvii) to do all such other lawful things as are necessary for the achievement of the Objects;
 - (xlviii) in this clause "a director" or "directors" have been called "a Trustee" or "Trustees" in the context of the charitable objects of the Company and in view of the preferred designation of the Charity Commissioners.*
4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the Objects of the Company as herein set forth and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company.**
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company if it is wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One Pound.
7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 3(xxxvii) to (xliii) inclusive and Clause 4 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.***

* By a Special Resolution dated 31 May 1995 the members approved the insertion of a new Clause 3. By a Special Resolution dated 4 December 1996, clause 3 (xlv) and (xiv) as set out herein were inserted and clause 3(xlvi) and 3 (xlvii) as set out herein were, in consequence, renumbered.

** By a Special Resolution dated 31st May 1995 the members approved the insertion of this Clause as a new Clause 4.

*** By a Special Resolution dated 31st May 1995 the members approved the insertion of this Clause as a new Clause 7.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers.

SUE RYDER
Sue Ryder Homes,
Cavendish,
Suffolk.
Social Worker

GEOFFREY LEONARD CHESHIRE
Cavendish,
Suffolk,
R.A.F. Retired

E.A. BERTHOUD
Holts,
Little Horkesley,
Colchester.
Consultant

JOHN PRIEST
71, Westfield Road,
Birmingham, 15
Company Director

A.M.S. NEAVE
32, Westminster Gardens,
London. SW1.
Company Director.

H.N. SPORBORG
Culver,
Much Hadham,
Herts.
Banker.

GRACE GRIFFITH, MB BS,
Warren Cottage,
Tiger Hill,
Bures, Suffolk.
Physician.

Dated this 20th day of November 1968.

WITNESS to the signature of SUE RYDER:

Stella Curren
Sue Ryder Homes,
Cavendish,
Suffolk.
Secretary.

WITNESS to the signature of GEOFFREY LEONARD CHESHIRE:

P.R. Baines,
Sue Ryder Homes,
Cavendish,
Suffolk.
Secretary.

WITNESS to the signature of E.A. BERTHOUD:

R.N. Coote,
5A, Randolph Road,
London, W9.
Banker.

WITNESS to the signature of JOHN PRIEST:

Joan Lees,
School House,
St. Bees,
Cumberland.
Married Woman.

WITNESS to the signature of A.M.S. NEAVE:

Joy L. Robilliard,
22, Mortimer Court,
Abbey Road,
London. NW8.
Private Secretary.

WITNESS to the signature of H.N. SPORBORG:

P.A. Buckmaster,
41, Bishopsgate,
London. EC2.
Secretary.

WITNESS to the signature of GRACE GRIFFITH, MB BS:

M. Bett,
The Old Forge,
Assington,
Colchester,
Essex.
Housewife.

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not having a Share Capital

New Articles of Association of

THE SUE RYDER FOUNDATION *

(Adopted by Special Resolution passed on 31 May 1995 and amended by Special Resolutions passed on 12 June 1996 and 4 December 1996)

Interpretation

1. In these Articles :

"the Charity" means the company intended to be regulated by these Articles;

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"the Articles" means these Articles of Association of the Charity;

"clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"executed" includes any mode of execution;

"the Memorandum" means the Memorandum of Association of the Charity;

"office" means the registered office of the Charity;

"the seal" means the common seal of the Charity if it has one;

"secretary" means the 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;

* The Company dispensed with the word "Limited" as part of its name pursuant to a Special Resolution passed on 14 February 1996 and certificate of incorporation on change of name dated 5 March 1996.

"the trustees" means the directors of the Charity (and "trustee" has a corresponding meaning);

"the United Kingdom" means Great Britain and Northern Ireland;

Words importing the masculine gender only shall include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act but shall exclude any statutory modification thereof not in force when these regulations become binding on the Charity.

Members

2. (1) The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under Article 61 shall be members of the Charity. No person shall be admitted as a member of the Charity unless (i) his application for membership is approved by the trustees (such approval to be at their absolute discretion) and (ii) he acknowledges that membership involves acceptance not only of the Objects of the Charity but also the spirit and guiding purpose set out in the Charter to which reference is made in Clause 3(xxxiii) of the Memorandum.
- (2) Unless the trustees or the Charity in general meeting shall make other provision under Article 61, the trustees may in their absolute discretion permit any member of the Charity to retire: Provided that after such retirement the number of members is not less than two.
- (3) Any discretion exercised by the trustees under this Clause and any other clause in these Articles shall always be exercised in the best interests of the Charity.

General meetings

3. The Charity shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next: Provided that so long as the Charity holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
4. The trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed (and in any event within 21 days) to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient trustees

to call a general meeting, any trustee or any member of the Charity may call a general meeting.

Notice of general meetings

5. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed :

- (1) in the case of an annual general meeting, by all the members entitled to attend and vote; and
- (2) in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 95 percent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the trustees and auditors.

6. The accidental omission to give notice of a meeting to, or the non- receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at general meetings

7. *No business shall be transacted at any meeting unless a quorum is present. Two thirds of the total number of persons entitled to vote upon the business to be transacted shall constitute a quorum; but if their number is not three or a multiple of three, the number nearest to two thirds shall constitute a quorum.
8. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the trustees may determine.

* Pursuant to a Special Resolution passed on 12 June 1996 the then existing Article 7 was replaced by the Article 7 set out herein.

9. The chairman, if any, of the Council of the trustees or in his absence some other trustee nominated by the trustees shall preside as chairman of the meeting, but if neither the chairman nor such other trustee (if any) is present within fifteen minutes after the time appointed for holding the meeting and who is willing to act, the trustees present shall elect one of their number to be chairman and, if there is only one trustee present and willing to act, he shall be chairman.
10. If no trustee is willing to act as chairman, or if no trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
11. The chairman may, with the consent of a meeting at which a quorum is present, (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
12. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded :
 - (1) by the chairman; or
 - (2) by at least two members having the right to vote at the meeting; or
 - (3) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting,and a demand by a person as proxy for a member shall be the same as a demand by the member.
13. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
14. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
15. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

16. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
17. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
18. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

Votes of members

19. Subject to Article 17, every member shall have one vote.
20. No member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Charity have been paid.
21. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid.

Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

22. A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid, notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice of the determination was received by the Charity at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
23. Any organisation which is a member of the Charity may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Charity.

Trustees

24. The number of trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

25. (i) The first trustees shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under the Articles. Future trustees shall be appointed as provided subsequently in the Articles.
- (ii) No person shall be appointed as a trustee who will not acknowledge personal acceptance in writing of the Charter to which reference is made in Clause 3(xxxiv) of the Memorandum and the Objects of the Charity set out in Clause 3 of the Memorandum.

Powers of trustees

26. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the trustees by the Articles and a meeting of trustees at which a quorum is present may exercise all the powers exercisable by the trustees.
27. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the trustees shall have the following powers, namely :
- (1) to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the Objects of the Charity and to invest (subject to the provisions in Clause 3(xxv) (a) - (c) of the Memorandum in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Charity;
- (2) to enter into contracts on behalf of the Charity.

Appointment and retirement of trustees

28. At the first annual general meeting all the trustees shall retire from office, and at every subsequent annual general meeting one-third of the trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one third shall retire from office; but, if there is only one trustee who is subject to retirement by rotation, he shall retire.
29. Subject to the provisions of the Act, the trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot

30. If the Charity at the meeting at which a trustee retires by rotation, does not fill the vacancy the retiring trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the trustee is put to the meeting and lost.
31. No person other than a trustee retiring by rotation shall be appointed or reappointed a trustee at any general meeting unless :
- (1) he is recommended by the trustees; or
 - (2) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Charity's register of trustees together with a notice executed by that person of his willingness to be appointed or reappointed.
32. No person may be appointed as a trustee :
- (1) unless he has attained the age of 18 years and is a Member admitted under the provisions of Article 2.
 - (2) in circumstances such that, had he already been a trustee, he would have been disqualified from acting under the provisions of Article 38.
33. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a trustee retiring by rotation at the meeting) who is recommended by the trustees for appointment or reappointment as a trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him at the meeting for appointment or reappointment as a trustee. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Charity's register of trustees.
34. Subject as aforesaid, the Charity may by ordinary resolution appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee and may also determine the rotation in which any additional trustees are to retire.
35. The trustees may appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee provided that the appointment does not cause the number of trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of trustees. A trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting he shall vacate office at the conclusion thereof.

36. Subject as aforesaid, a trustee who retires at an annual general meeting may, if willing to act, be reappointed
37. So far as is possible and practicable the members in appointing new trustees shall endeavour to provide that as a minimum provision a substantial minority of trustees at any one time shall be members of the registered charity No 210122 known as Community of the Sue Ryder Prayer Fellowship so long as that Fellowship continues in existence.

Disqualification and removal of trustees

38. A trustee shall cease to hold office if he:
- (1) ceases to be a trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
 - (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
 - (3) resigns his office by notice to the Charity (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or
 - (4) is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his office be vacated.

Trustees' expenses

39. The trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of trustees or committees of trustees or general meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration.

Trustees' appointments

40. Subject to the provisions of the Act and to Clause 3(xxxvii) to (xliii) inclusive of the Memorandum, the trustees may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity. Any such appointment may be made upon such terms as the trustees determine. Any appointment of a trustee to an executive office shall terminate if he ceases to be a trustee. A managing director and a trustee holding any other executive office shall not be subject to retirement by rotation.
41. Except to the extent permitted by Clauses 3(xxxvii) to (xliii) inclusive of the Memorandum, no trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Charity is a party.

Proceedings of trustees

42. Subject to the provisions of the Articles, the trustees may regulate their proceedings as they think fit. A trustee may, and the secretary at the request of a trustee shall, call a meeting of the trustees. It shall not be necessary to give notice of a meeting to a trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
43. The quorum for the transaction of the business of the trustees may be fixed by the trustees but shall not be less than one third of their number or two trustees, whichever is the greater
44. The trustees may act notwithstanding any vacancies in their number, but, 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.
45. The trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which he is present but if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chairman of the meeting.
46. *The trustees may appoint such persons as they think fit to one or more committees and the trustees may delegate any of their powers to such committees for the purpose of making any enquiry or supervising or performing any function or duty of the trustees for the better management of the Company which in their opinion would be more conveniently undertaken or carried out by such a committee: provided that any such committee shall have at least two trustees: provided also that all acts and proceedings of such committees shall conform to any regulations imposed on them by the trustees and shall be fully and properly reported to the trustees.
47. All acts done by a meeting of trustees, or of a committee of trustees, shall, notwithstanding that it be afterwards discovered that there was defect in the appointment of any trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a trustee and had been entitled to vote.
48. A resolution in writing, signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the trustees.

* Pursuant to a Special Resolution passed on 4 December 1996 the then existing Article 46 was replaced by the Article 46 set out herein.

49. (i) Any bank, building society or any other money deposit account in which any part of the assets of the Charity is deposited shall be operated by the trustees and shall indicate the name of the Charity and its registered Charity number.
- (ii) The trustees may from time to time by resolution provide for the signing of cheques not exceeding amounts to be stated in such resolution by a given number of trustees or trustees and paid officials of the Charity.

Secretary

50. Subject to the provisions of the Act, the secretary shall be appointed by the trustees for such term, at such remuneration (if not a trustee) and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

Minutes

51. The trustees shall keep minutes in books kept for the purpose :
- (1) of all appointments of officers made by the trustees; and
 - (2) of all proceedings at meetings of the Charity and of the trustees and of committees of trustees including the names of the trustees present at each such meeting.

The Seal

52. The seal shall only be used by the authority of the trustees or of a committee of 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 or by a second trustee.

Accounts

53. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

Annual Report

54. The trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) and any other legislation with regard to the preparation of an annual report and its transmission to the Commissioners or any other body to which accounts and reports must be sent.

Annual Return

55. The trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

Notices

56. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the trustees need not be in writing.
57. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A 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 shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
58. A member present either in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary of the purposes for which it was called.
59. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

60. Subject to the provisions of the Act every trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

Rules

61. (1) The trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- (i) the conduct of members of the Charity in relation to one another, and to the Charity's servants: Provided that there is consistency with the provisions of the Memorandum and these Articles;

- (ii) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
 - (iii) the procedure at general meetings and meetings of the trustees and committees of the trustees in so far as such procedure is in accordance with the provisions of these Articles;
 - (iv) generally, all such matters as are commonly the subject matter of company rules and regulations or which need to be subject to such rules and regulations for the better management of the Objects of the Charity and in particular Sue Ryder Homes and Sue Ryder Shops. Sue Ryder Homes shall have their rules and regulations set out in a document headed "Constitution for Sue Ryder Homes" and so far as is possible or practical the same Constitution shall apply to all Sue Ryder Homes.
- (2) The Charity in general meeting shall have the power to alter, add to, and repeal the rules or bye laws and the trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity: Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or the Articles.