

THE COMPANIES ACTS 1985 – 1989

~~THE~~ DOROTHY HOUSE FOUNDATION LIMITED

Company Registration No. 1360961 Charity Registration No. 275745

At the Annual General Meeting of the members of the above named Company to be held at Dorothy House, Winsley, Bradford on Avon BA15 2LE at 7.30 p.m. on Tuesday 5th October 1999 the following resolution will be proposed.

SPECIAL RESOLUTIONS

1. That the Memorandum of Association of the Company be amended as follows:

A. Delete clause 8 and substitute therefor the following:

"8. No addition, alteration or amendment shall be made to or in the provisions of these Memorandum and Articles of Association which would cause the Association to cease to be a charity at law."

B. Delete clause 3(S) and substitute therefor the following:

"3 (S)

- i. To set aside funds for special purposes or as reserves against future expenditure
- ii. To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification) provided that the charity shall have power to retain any investments donated to it
- iii. To delegate the management of investments to a financial expert, but only on terms that:
 - a. the investment policy is set down in writing for the financial expert by the Members of the Board of Trustees
 - b. every transaction is reported promptly to the Members of the Board of Trustees
 - c. the performance of the investments is reviewed regularly with the Members of the Board of Trustees
 - d. the Members of the Board of Trustees are entitled to cancel the delegation arrangement at any time
 - e. the investment policy and the delegation arrangement are reviewed at least once a year
 - f. 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 Members of the Board of Trustees on receipt
 - g. the financial expert must not do anything outside the powers of the Members of the Board of Trustees



"Provided that in this clause "financial expert means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986"

- iv. To arrange for investments or other property of the Association 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 Members of the Board of Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required."

1.C. Add the following sub-clause to Clause 3.

To insure the Members of the Board of Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity Members of the Board of Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty"

1.D. Delete clause 4 and substitute therefor the following:-

"4(a) The property and funds of the Association must be used only for promoting the Objects and do not belong to the members of the Association but

(i) members who are not Members of the Board of Trustees may be employed by or enter into contracts with the Association and receive reasonable payment for goods or services supplied

(ii) members (including Members of the Board of Trustees) may be paid interest at a reasonable rate on money lent to the Association

(iii) members (including Members of the Board of Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Association

(iv) individual members who are not Members of the Board of Trustees but who are beneficiaries may receive charitable benefits in that capacity

(b) A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except

(i) as mentioned in clauses 3(w), 4(a)(ii), 4(a)(iii) or 4(b)

(ii) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association

(iii) an indemnity in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings)

(iv) payment to any company in which Members of the Board of Trustees have no more than a 1 per cent shareholding

On behalf of the Charity Commission for England and Wales, consent is hereby given in accordance with section 64 of the Charities Act 1993 to these proposed amendments

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- (v) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission for England and Wales in advance)
- (c) Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Members of the Board of Trustees or a committee the Members of the Board of Trustees concerned must:
 - (i) declare an interest at or before discussion begins on the matter
 - (ii) withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - (iii) not be counted in the quorum for that part of the meeting
 - (iv) withdraw during the vote and have no vote on the matter
- (d) This clause may not be amended without the prior written consent of the Charity Commission for England and Wales"

Note that the above alterations have received approval in principle from the Charity Commission. Their required consent under S.64 Charities Act 1993 will be produced before the resolutions to alter the Memorandum are put before the AGM.

2. That the Articles of Association of the Company be amended as follows:

2.A. Delete Article 2 and substitute therefor the following:-

"2. MEMBERSHIP

- 2.1 The number of members with which the Charity proposes to be registered is fifteen
- 2.2 The Charity must maintain a register of members
- 2.3 The members of the Charity shall be the members of the Board of Trustees.
- 2.4 Every member shall subscribe to the basis of faith in the form contained in the Schedule hereto
- 2.5 Membership is terminated if the member concerned
 - 2.5.1 gives written notice of resignation to the Charity
 - 2.5.2 dies
 - 2.5.3 is 6 months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due)
 - 2.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- or
- 2.5.5 ceases to be a member of the Board of Trustees

2.5.6 Membership of the Charity is not transferable"

2.B. Delete Article 5 and substitute therefor the following:-

"5. [original article deleted]"

2.C Delete Article 37 and substitute therefor the following:-

"37(A. The Members of the Board of Trustees to retire at each AGM shall be those longest in office (since their last election or appointment) and in the absence of agreement the choice between any of equal service being made by drawing lots.

(B) A retiring Member of the Board of Trustees shall be eligible for re-election for consecutive periods not exceeding in aggregate 9 years from the date of his or her original appointment but thereafter a Member of the Board of Trustees shall not be eligible for re-appointment until one year after his or her retirement. In this clause a 'year' means the period between one AGM and the next".

2.D Amend Article 42 as follows:

Article 42 shall be renumbered 42(A)

There shall be added to the following sub-article:

"42(B) A meeting of the Board of Trustees may be held either in person or by suitable electronic means agreed by the Board of Trustees in which all participants may communicate with all the other participants."

Signature:



Date:

5/10/99