

1525404

COMPANIES ACTS 1948 TO 1976
COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF
ST CATHERINE'S HOSPICE LIMITED

(As altered by Special Resolution passed on 1999)

1. NAME

The name of the Company is ST CATHERINE'S HOSPICE LIMITED ("the Charity")

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3. OBJECTS

The objects of the Charity are:-

- (1) to promote the relief of persons of either sex (without regard to race or creed) who are suffering from any chronic or terminal illness or from any disability or disease attributable to old age or from any other physical or mental infirmity disability or disease

 - (2) to advance education in the science of palliative care
- ("the Objects")



4. **POWERS**

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

- 4.1 To establish equip and carry on establishments for hospitals, nursing homes, convalescent homes, the practice of naturopathy, hydropathy, spas, health resorts, laboratories and other institutions for the prevention, treatment, alleviation and curing of disease, ailments and afflictions and the restoration of impaired health generally by any means appropriate including palliative care
- 4.2 To afford facilities and make arrangements for carrying out and effectuating in part or in its entirety any form of fasting, dietic, naturopathic, hydropathic, hygienic or other treatment of physical or mental disorders generally and to engage, appoint, remunerate and make other arrangements respecting consulting or practical specialists, experts and qualified, certified and other nurses, osteopaths, operators and the like
- 4.3 To promote or carry out research, provide advice and publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of taxable trading other than through the medium of a subsidiary company)
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire property of any tenure and of any kind including but not by way of limitation real personal incorporeal or intellectual property or rights
- 4.9 To let or dispose of or grant rights over or in respect of property of any kind (but only

- in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To make grants or loans of money and to give guarantees
 - 4.11 To set aside funds for special purposes or as reserves against future expenditure
 - 4.12 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)
 - 4.13 To delegate the management of investments to an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986, or a company or firm of repute which is an authorised or exempted person within the meaning of that Act otherwise than by virtue of section 45(1)(j) of that Act.

Where the trustees make any delegation under this power they shall:-

- 4.13.1 inform the investment manager in writing of the extent of the charity's investment powers;
- 4.13.2 lay down a detailed investment policy for the charity and immediately inform the investment manager in writing of it and of any changes to it;
- 4.13.3 ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
- 4.13.4 ensure that they are kept informed of, and review on a regular basis, the performance of the investment portfolio managed by the investment manager and the exercise by him of his delegated authority;
- 4.13.5 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- 4.13.6 review the appointment at such intervals not exceeding 24 months as they

think fit; and

- 4.13.7 pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the trustees shall decide provided that such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the trustees.
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity 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
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers and to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows and widowers and other dependants and for the payment of death benefits to or on behalf of employees their widows and dependants.
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity including subsidiary companies to carry on Taxable trading

4.20 To do anything else within the law which promotes or helps to promote the Objects

5. BENEFITS TO MEMBERS AND TRUSTEES

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but

5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied

5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity

5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity

5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity

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

5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3.

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

5.2.3 to provide indemnity insurance to cover the liability of the trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the charity. 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 breach of duty or which was

committed by the trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as directors of the charity

5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding

5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

5.3 Any Trustee (or any firm or company in which a Trustee has a pecuniary interest, is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if

5.3.1 the goods or services are actually required by the Charity

5.3.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4

5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year

5.4 Whenever a Trustee has a beneficial or pecuniary interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

5.4.1 declare an interest when or before discussion begins on the matter

5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5.4.3 not be counted in the quorum for that part of the meeting

5.4.4 withdraw during the vote and have no vote on the matter

6. **AMENDMENT**

Clauses 3 (objects) and 5 (benefits to members and trustees) and this clause may not be amended without the prior written consent of the Commission

7. **LIMITED LIABILITY**

The liability of members is limited

8. **GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

9. **DISSOLUTION**

9.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

9.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

9.1.2 directly for the Objects or charitable purposes within or similar to the Objects

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

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

10. **INTERPRETATION**

10.1 Words and expressions defined in the Articles have the same meanings in this Memorandum

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

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

June M Bendle
9 Kidbrook Lindfield
West Sussex

Community Nursing Sister

David Gordon Skipp
60 Heron Way
Horsham
Sussex

General Practitioner

June Elizabeth Mary Monk
106 Farhells Crescent
Horsham
Sussex

Community Nursing Sister

Mary Florence Weston
9 Mount Close
Ewhurst, Cranleigh
Surrey

Medical Social Worker

Elaine Crossley
New Place
Manor Pulborough
Horsham, Sussex

C.A.B. Organiser

Patricia M Berkley
Northgate, Christ's Hospital
Horsham, Sussex

Housewife

Peter Graham Lusher
10 Newlands Road
Horsham, West Sussex

Chartered Surveyor

Leslie John Martin
1 Batemans Court
Furnace Green
Crawley, West Sussex

Chartered Engineer

Hazel Elizabeth Foster
18 Cowdray Close
Pound Hill
Crawley, West Sussex

Community Nursing Sister

Dr Gillian Strube
33 Goffs Park Road
Crawley
West Sussex

Medical Practitioner

Dr Jean Margaret Kay
12 Queen's Place
Shoreham by Sea
Sussex

Medical Practitioner

Thomas John Ebdon
"Mullion", Kentwyns Drive,
Kerves Lane
Horsham, Sussex

Company Director and Master Builder

Suzanne McKenzie
Oakwood Lodge, Muster Green
Haywards Heath
Sussex

Self-employed Business Woman

John Hamilton Pendered
33 Muster Green
Haywards Heath
Sussex

Doctor

John James Duffy
24 Summerhill Close
Haywards Heath
Sussex

Estate Agent

Irene Louise Bartlett
Clappers, James Lane
Burgess Hill, Sussex

Retired College Bursar Secretary

Ann Doris Miller
51 Oakwood
Partridge Green
Horsham, West Sussex

Senior Nursing Officer

Colin Brunt
52 Sunte Avenue
Haywards Heath
Sussex

Senior Social Worker

Eric Henry Ashmore Hayden
The Vicarage
Broad Street
Cuckfield, West Sussex

Parson

Date 30th September 1980

Witness to the above signatures
G A Pearce
15 Carfax
Horsham, West Sussex
Solicitor

**COMPANIES ACTS 1948 TO 1976
COMPANIES ACTS 1985 AND 1989**

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF
ST CATHERINE'S HOSPICE LIMITED**

(As adopted by Special Resolution passed on 1999)

1. MEMBERSHIP

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who
- 1.3.1 applies to the Charity in the form required by the Trustees
- 1.3.2 is approved by the Trustees
- and
- 1.3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative
- 1.4 The Trustees may recommend different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

1.5 Membership is terminated if the member concerned

1.5.1 gives written notice of resignation to the Charity

1.5.2 dies or (in the case of an organisation) ceases to exist

1.5.3 is six 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)

or

1.5.4 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 28 clear days after receiving notice)

1.6 Membership of the Charity is not transferable

2. GENERAL MEETINGS

2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed

- 2.2 2.2.1 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 7
- 2.2.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the request of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or at such other place as the Trustees may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members shall be a quorum
- 2.3 The Chairman (if any) of the Trustees shall preside as Chairman at every general meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose a Trustee or if no such Trustee be present, or if all the Trustees present decline to take the chair, they shall choose some member of the Charity who shall be present, to preside
- 2.4 The Chairman may with the consent of any 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 any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting
- 2.5 2.5.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is before or upon the declaration of the result of the show of hands demanded by the Chairman or by at least three members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or

by particular majority, or lost or not carried by a particular majority and an entry to that effect in the minute book of the Charity shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn

2.5.2 Subject to the provisions of Article 2.5.1 if a poll be demanded in manner aforesaid it shall be taken at such time and place and in such manner as the Chairman of the meeting shall direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

2.5.3 No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment

2.5.4 In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting shall be entitled to a second or casting vote

2.5.5 The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded

2.6 The Charity must hold an AGM in every year which all members are entitled to attend

2.7 At an AGM the members:

2.7.1 receive the accounts of the Charity for the previous financial year

2.7.2 receive the Trustees' report on the Charity's activities since the previous AGM

2.7.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation

- 2.7.4 elect persons to be Trustees to fill the vacancies arising
- 2.7.5 appoint auditors for the Charity
- 2.7.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity who shall hold office on agreed terms
- 2.7.7 discuss and determine any issues of policy or deal with any other business put before them
- 2.8 Any general meeting which is not an AGM is an EGM
- 2.9 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least one tenth of members qualified to attend and vote at an EGM
- 3. VOTES OF MEMBERS**
- 3.1 Subject as hereinafter provided every member shall have one vote
- 3.2 Save as herein expressly provided no member other than a member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Charity in respect of his membership shall be entitled to vote on any question either personally or by proxy at any general meeting
- 3.3 Votes may be given on a poll either personally or by proxy On a show of hands a member present only by proxy shall have no vote but an authorised representative of a member organisation may vote on a show of hands
- 3.4 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if such appointor is a corporation under the hand of some officer duly authorised in that behalf

3.5 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the registered office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution

3.6 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of the death insanity or revocation as aforesaid shall have been received at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used

3.7 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

“I [] of [] a member of [] hereby appoint [] of [] and failing him [] of [] to vote for me and on my behalf at the (Annual or Extraordinary or Adjourned as the case may be) General Meeting of the Charity to be held on the [] day of [] and at every adjournment thereof
As witness my hand this [] day of [] 19”

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

4. THE TRUSTEES

4.1 The Trustees as charity trustees have control of the Charity and its property and funds

- 4.2 4.2.1 The Trustees when complete consist of at least three and not more than 12 individuals, all of whom must be members
- 4.2.2 The Charity may from time to time in General Meeting increase or reduce the number of Trustees and vary the provisions for length of service and requirements for retirement of trustees
- 4.3 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustee
- 4.4 4.4.1 At every general meeting one-third of the Trustees who are not subject to 4.4.4 below 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.
- 4.4.2 The Trustees to retire by rotation shall be those who have been longest in office since the last appointment or re-appointment but as between persons who became or were last re-appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 4.4.3 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 re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Trustee is put to the meeting and lost.
- 4.4.4 Any Trustee who has attained the age of 70 years shall retire from office at each AGM but he shall be eligible for re-election
- 4.5 4.5.1 Subject to paras 4.5.2 and 4.5.3 and 4.5.4 below, no person shall be eligible for election as a trustee unless written notice has been given to the Secretary of the intention to propose that person for election together with

that person's written notice of willingness to be elected

4.5.2 Such notices shall be given to the Secretary not less than 4 not more than 28 days before the general meeting at which the proposal to elect that person shall be considered

4.5.3 This provision shall not apply to a trustee retiring at a general meeting whom the trustees recommend for re-election

4.5.4 A written notice to propose a person for election as a trustee can only be given by a member qualified to be present and vote at the meeting for which notice is given

4.6 A Trustee's term of office automatically terminates if he or she:

4.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee

4.6.2 is incapable, whether mentally or physically, of managing his or her own affairs

4.6.3 is absent from 3 consecutive meetings of the Trustees unless prior leave of absence has been obtained

4.6.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)

4.6.5 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office)

4.6.6 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

4.6.7 or having attained the age of 75 years if requested to do so by the Trustees

4.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM. A person may be appointed as a co-opted Trustee notwithstanding the provisions of Regulation 4.4 and any time served as a co-opted Trustee shall not be counted for the purposes of that Regulation

4.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4.9 The Trustees for the time being may act notwithstanding any vacancy in their body provided always that in case the Trustees shall at any time be or be reduced in number to less than the minimum number prescribed hereby it shall be lawful for them to act as Trustees for the purpose of admitting persons to membership of the Association filling up vacancies in their body or of summoning a General Meeting but not for any other purpose

5. PROCEEDINGS OF TRUSTEES

5.1 The Trustees must hold at least 4 meetings each year

5.2 A quorum at a meeting of the Trustees shall be three

5.3 The Trustees shall appoint a Chairman from among their number who shall hold office until he resigns or ceases to be a Trustee or the Trustees elect an alternative Chairman whichever first happens

5.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

5.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee

chosen by the Trustees present presides at each meeting

- 5.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 5.7 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 5.8 The Trustees may invite the Chief Executive and other members of staff to attend their meetings for the purpose of giving advice but they shall only be entitled to address meetings if invited to do so by the chairman of the meeting and shall not be entitled to vote
- 5.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

6. POWERS OF TRUSTEES

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

- 6.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act A Secretary who is a Trustee shall not be entitled to payment for acting as Secretary
- 6.2 to appoint a Treasurer who may or may not be a Trustee A Treasurer who is not a Trustee shall be deemed to be a co-opted Trustee under Regulation 4.7
- 6.3 to delegate any of their functions to Committees Task Groups and Working Parties consisting of two or more individuals appointed by them, but at least one member of every Committee Task Group and Working Party must be a Trustee and all proceedings of Committees Task Groups and Working Parties must be reported promptly to the Trustees

- 6.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 6.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of Committees Task Groups and Working Parties
- 6.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 6.7 to establish procedures to assist the resolution of disputes within the Charity
- 6.8 to exercise any powers of the Charity which are not reserved to a general meeting

7. **RECORDS & ACCOUNTS**

7.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 7.1.1 annual reports
- 7.1.2 annual returns
- 7.1.3 annual statements of account

7.2 The Trustees must keep proper records of

- 7.2.1 all proceedings at general meetings
- 7.2.2 all proceedings at meetings of the Trustees
- 7.2.3 all reports of committees and

7.2.4 all professional advice obtained

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

7.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

8. COMMUNITY FOCUS GROUP

8.1 The Community Focus Group ("the Group") shall be established for the purpose of assisting and advising the Trustees on technical and administrative matters including (but not by way of limitation) community issues; fundraising; access to services; ways of supporting the hospice; customer care; recruitment and retention of volunteers; and awareness campaigns

Provided that the Group shall not have any power to give any direction relating to the governance or management of the hospice

8.2 The Group shall include the following persons:-

8.2.1 A Chairman appointed by the Trustees from among their number

8.2.2 Former Trustees during the year following their retirement if they shall signify their willingness to serve on the Group

8.2.3 One person representing each of the Mid Sussex District Council Crawley Borough Council and Horsham District Council

8.2.4 One representative from a Community Health Council

- 8.2.5 Two representatives from the Friends Support Group
 - 8.2.6 One representative of ethnic minority groups
 - 8.2.7 One representative of patient/carer support groups
 - 8.2.8 One representative of lower or middle grades of staff
 - 8.2.9 One member of the Executive Team or a senior manager
 - 8.2.10 One member of the fundraising department
 - 8.2.11 One volunteer
- 8.3 Those members of the Group who are representatives of any organisations groups or departments shall be nominated by their respective organisation or group or department and shall be subject to approval by the Trustees who shall, in case of more than the requisite number being nominated for membership, select which person or persons shall become the member or members The Trustees shall appoint those members who are not representatives of any organisation group or department
- 8.4 8.4.1 The Chairman shall hold office for the period directed by the Trustees and (so long as he shall remain a Trustee) may be reappointed In the event of his resignation or death the Trustees shall appoint another Chairman
- 8.4.2 Former Trustees shall hold office for one year and shall be eligible for reappointment
- 8.5 The Trustees may from time to time appoint other persons to be members of the Group for such period as the Trustees direct and may authorise any Trustee who is not a member of the Group to attend any meeting of the Group with power to speak and vote thereat
- 8.6 The Trustees shall make Rules consistent with the Memorandum these Articles and

the Act to govern proceedings at meetings of the Group including the procedure for the reporting proceedings of the Group to the Trustees

8.7 Members of the Group shall not be entitled to any remuneration for attendance at meetings but may if the Trustees think fit be reimbursed travelling expenses

9. NOTICES

9.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Charity

9.2 Any notice given to the Charity shall be addressed to the Secretary and sent to its registered office

9.3 The only address at which a member is entitled to receive notices is the address shown in the register of members

9.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

9.4.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

9.4.2 two clear days after being sent by first class post to that address

9.4.3 three clear days after being sent by second class or overseas post to that address

9.4.4 on the date of publication of a newspaper containing the notice

9.4.5 on being handed to the member [(or, in the case of a member organisation, its authorised representative)] personally or, if earlier,

9.4.6 as soon as the member acknowledges actual receipt

9.5 A technical defect in the giving of or accidental omission from a notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

10. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

11. INTERPRETATION

In the Memorandum and in these Articles:

11.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"these Articles" means these articles of association

"authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary; such authority may be a general authority to represent the member organisation or a specific authority for a particular meeting but only one individual may act as the authorised representative at any one time

"Chairman" (unless the context otherwise requires) means the chairman of the Trustees

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Charity

"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

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Charity

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

"the Objects" means the Objects of the Charity as defined in clause 3 of the Memorandum

"Secretary" means the Secretary of the Charity

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Trustee" means a director of the Charity and

"Trustees" means all of the directors.

"written" or "in writing" refers to a legible document on paper including a fax message

"year" means calendar year

- 11.2 Expressions defined in the Act have the same meaning
- 11.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

June M Bendle
9 Kidbrook Lindfield
West Sussex

Community Nursing Sister

David Gordon Skipp
60 Heron Way
Horsham
Sussex

General Practitioner

June Elizabeth Mary Monk
106 Farhells Crescent
Horsham
Sussex

Community Nursing Sister

Mary Florence Weston
9 Mount Close
Ewhurst, Cranleigh
Surrey

Medical Social Worker

Elaine Crossley
New Place
Manor Pulborough
Horsham, Sussex

C.A.B. Organiser

Patricia M Berkley
Northgate, Christ's Hospital
Horsham, Sussex

Housewife

Peter Graham Lusher
10 Newlands Road
Horsham, West Sussex

Chartered Surveyor

Leslie John Martin
1 Batemans Court
Furnace Green
Crawley, West Sussex

Chartered Engineer

Hazel Elizabeth Foster
18 Cowdray Close
Pound Hill
Crawley, West Sussex

Community Nursing Sister

Dr Gillian Strube
33 Goffs Park Road
Crawley
West Sussex

Medical Practitioner

Dr Jean Margaret Kay
12 Queen's Place
Shoreham by Sea
Sussex

Medical Practitioner

Thomas John Ebdon
"Mullion", Kentwyns Drive,
Kerves Lane
Horsham, Sussex

Company Director and Master Builder

Suzanne McKenzie
Oakwood Lodge, Muster Green
Haywards Heath
Sussex

Self-employed Business Woman

John Hamilton Pendered
33 Muster Green
Haywards Heath
Sussex

Doctor

John James Duffy
24 Summerhill Close
Haywards Heath
Sussex

Estate Agent

Irene Louise Bartlett
Clappers, James Lane
Burgess Hill, Sussex

Retired College Bursar Secretary

Ann Doris Miller
51 Oakwood
Partridge Green
Horsham, West Sussex

Senior Nursing Officer

Colin Brunt
52 Sunte Avenue
Haywards Heath
Sussex

Senior Social Worker

Eric Henry Ashmore Hayden
The Vicarage
Broad Street
Cuckfield, West Sussex

Parson

Date 30th September 1980

Witness to the above signatures

G A Pearce
15 Carfax
Horsham, West Sussex
Solicitor

NOTES ON MEMORANDUM

Old Clause	New Clause	Comment
3	3	Original objects are reproduced - are these suitable?
3	4.1 and 4.2	Two detailed powers are taken from old memorandum - do these require revision?
3(B) and Prov (i)	4.5, 4.20, 4.21	4.20 and 4.21 are taken from old memorandum, 4.5 may be wide enough to cover these.
3(E)	4.12	The old investment clause was fuller - is 4.12 adequate
	4.16	Personal liability insurance of Trustees may be effected. If it is not already in place I would have thought it important to establish this as soon as power exists.
	4.17	This should include power to have pension scheme for employees.
3 Prov (ii)		This is an unusual clause regarding regulation of relations between workers and employees (?Trade Union activity). This appears unnecessary and has been omitted.
4(B)	5.1.2	The old Memorandum is more specific in regulating interest payable on loans by Trustees
7	9	The old memorandum is more specific in its terms for dissolution.
8	6	The requirement for general approval for changes by the Commission is unnecessary but I think it should still be required for a change to the objects and benefits for Trustees.

NOTES ON ARTICLES

Old Clause	New Clause	Comments
<u>Membership</u>		
2 to 10	1	(a) The new rules for membership are not materially different but 1.4 should be considered. The amount of the subscriptions are at present fixed at the AGM and this may be preferred but I would suggest they should be no more than that recommended by the Trustees. (b) the classes privileges and duties of members should perhaps to subject to approval in general meeting. (c) The month's notice in 1.5.1 is partly taken from 7. I am not sure that "prior to the AGM" in Regulation 7 has any practical effect. (d) The power under 1.5.4 to remove a member is not in the old Articles.
<u>General Meetings</u>		
14	2.1	14 days notice is normally adequate for an EGM except where there is a Special Resolution.
17	2.2.1	Seven members for a quorum in the existing Articles appears rather small.
18 to 25	2.2.2 to 2.5	The Charity Commission Standard provisions in Regulation 2 seemed to be lacking on procedure and I have incorporated most of the old regulations.
	2.6	Signed copies of a resolution would not seem practical.
16	2.8	Procedure at AGMs is set out in more detail and includes (2.8.6) provision for appointment of honorary officers. The list should be considered e.g. if subscriptions are to be fixed at the AGM. It may be that the office of Vice President will be used as more than a Sinecure, and their Tenure of office needs consideration.

13	2.10	The procedure for calling EGMs is set out in more detail
		<u>Votes of Members</u>
26 to 32	3	Voting procedures are largely reproduced with some anomalies removed.
		<u>Trustees (formerly Council of Management)</u>
33 to 48	4 to 6	These provisions are largely new. The number of trustees need to be considered and the rules for rotation confirmed.
		The President or Vice Presidents (if elected) will not be ex officio Trustees. If this is desired there should be an express provision for his election at AGMs and possibly for casual vacancies.
		The Treasurer will be elected by the Trustees (6.2) not by the AGM (34(A)) which is probably more practical.
		Termination from office (4.6) needs to be considered including age conditions. Cf. 4.4.5
		Provisions of co-option are included (4.7).
		Transitional provisions (4.9) are put forward for consideration.
38	4.1	The detail in 38 seems unnecessary.
39	4.10	The old provision is largely reproduced.
46	4.5	The procedure for nominating Trustees is reproduced but should be considered.
49 to 56	5	The rules for proceedings of Trustees are generally new. It may be unnecessary to prescribe the minimum number of meetings, to have a maximum number could cause problems. The quorum needs to be fixed.

50

It would seem better for these matters to be produced as Standing Orders (6.4).

Community Focus Group

8 This is a new provision and will require detailed consideration, in particular:-

8.1 Definition of the function of the Group

8.3 Procedure for appointment of members

8.4 The period of office for members

8.5 and 8.6 I think that flexibility in membership and procedure may be desirable as the functions of the Group may well evolve.

Interpretation

11 Most definitions are straightforward but one or two may need consideration e.g. "authorised representative" of a member organisation, "written" or "in writing" - should this extend to fax and/or e-mail.