

**The Companies Act 2006**

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

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**A private company limited by guarantee with no share capital  
incorporated on 30 October 1980  
company number 01525404**

**rb.**

Rawlison Butler LLP  
Griffin House, 135 High Street, Crawley, West Sussex, RH10 1DQ

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The Companies Act 2006

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**PRIVATE COMPANY LIMITED BY GUARANTEE  
WITHOUT A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION OF**

**St. Catherine's Hospice Limited**

**Adopted by special resolution passed on 17<sup>th</sup> October 2016**

**PART 1: INTERPRETATION AND LIMITATION OF LIABILITY**

**1 Defined terms**

**1.1** In these Articles, unless the context requires otherwise

<b>"Act"</b>	means the Companies Act 2006;
<b>"Articles"</b>	means the Charity's articles of association for the time being in force;
<b>"Chairman"</b>	means the chairman of the Trustees, as appointed from time to time;
<b>"Charities Act"</b>	means the Charities Act 2011, in so far as they apply to the Charity, which is a charitable company regulated by these Articles;
<b>"Charity"</b>	means St. Catherine's Hospice Limited with company number 01525404;
<b>"Commission"</b>	means the Charity Commission of England and Wales;
<b>"Connected Person"</b>	means and person falling within one of the following categories: <ul style="list-style-type: none"> <li>a) any spouse, civil partner, parent, child, sibling or grandchild of a Trustee;</li> <li>b) the spouse or civil partner of any person in a) above; or</li> <li>c) any person who carried on business in partnership with a Trustee or with any person in a) or b); or</li> <li>d) an institution which is controlled by either a Trustee, any person in a), b) or c), or a Trustee and any person in a), b) or c), taken together;</li> <li>e) a corporate body in which a Trustee or any person in a), b) or c) has a substantial interest, or two or more such persona, taken together, have a substantial interest.</li> </ul>

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

<b>“Clear Days”</b>	means excluding the date on which the notice is given and the day on which that period expires;
<b>“document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>“electronic form”</b>	has the meaning given in section 1168 of the Companies Act;
<b>“Executive”</b>	means the chief executive and the management team delegated to by the board of Trustees to carryout day-to-day operations of the Charity;
<b>“Group”</b>	the Company and its subsidiaries (if any) from time to time. References to a <b>Group Company</b> are to any one or more of those companies.
<b>“Model Articles”</b>	means the model articles for private companies limited by shares contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
<b>“Objects”</b>	has the meaning prescribed in article 4.1;
<b>“ordinary resolution”</b>	has the meaning given in section 282 of the Companies Act 2006;
<b>“proxy notice”</b>	has the meaning given in article 15.1;
<b>“special resolution”</b>	has the meaning given in section 283 of the Companies Act;
<b>“subsidiary”</b>	has the meaning given in section 1159 of the Companies Act;
<b>“Trustee”</b>	means an individual appointed as a Trustee of the Charity, or <b>Trustees</b> when referring to two or more appointed Trustees of the Charity.
<b>“writing”</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act as in force on the date when these Articles become binding on the Charity.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Charity.

## **2 Name**

The name of the company is to be that of the Charity, which is as at the date of adoption of these Articles is ST CATHERINE'S HOSPICE LIMITED.

## **3 Liability of Members**

- 3.1 The liability of each member is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:
  - 3.1.1 payment of the Charity's debts and liabilities incurred before he, she or it ceases to be a member;
  - 3.1.2 payment of the costs, charges and expenses of winding up; and
  - 3.1.3 adjustment of the rights of the contributors among themselves.

## **4 Objects**

- 4.1 The Objects of the Charity are:
  - 4.1.1 to advance research and education in palliative and end of life care;
  - 4.1.2 to relieve suffering, provide comfort and improve quality of life for people with progressive life-limiting illness;
  - 4.1.3 to relieve the suffering of people facing or experiencing bereavement by the provision of counselling.

## **5 Powers**

- 5.1 The Charity has the power to do anything, itself or in collaboration or in partnership with suitable organisations, which is calculated to further its Objects or is conducive or incidental to doing so. In particular, though not limited to, the Charity has power to:
  - 5.1.1 accept (or disclaim) any gift, legacy or other property;

- 5.1.2 establish or purchase companies for the purpose of carrying on a trade;
- 5.1.3 raise funds by way of subscription, donation or otherwise. In doing so, the Charity must not undertake any taxable permanent trading activity (except by way of trading through a subsidiary) and must comply with any relevant statutory regulations;
- 5.1.4 establish equip and carry on establishments for hospitals, nursing homes, convalescent homes, the practice of complementary therapies, laboratories and other institutions for the prevention, treatment, alleviation and curing of disease, ailments and afflictions and restoration of impaired health generally by any means appropriate including palliative care;
- 5.1.5 co-operate with other bodies and to exchange information and advice with them;
- 5.1.6 establish, support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- 5.1.7 establish, collaborate with, merge or purchase shares in companies;
- 5.1.8 to enter in to contracts to provide services to or on behalf of other bodies including but not limited to the contracts to provide or procure advice to other bodies;
- 5.1.9 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.1.10 sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the charity must comply with relevant and applicable laws;
- 5.1.11 to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The charity must comply as appropriate with sections 124 - 126 of the Charities Act if it wishes to mortgage land;
- 5.1.12 to set aside income as a reserve against future expenditure in accordance with a written policy about reserves;
- 5.1.13 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee or member only to the extent it is permitted to do so by article 6 and provided it complies with the conditions in that article;
- 5.1.14 to:

- 5.1.14.1      deposit or invest funds;
- 5.1.14.2      employ professionals including a fund-manager; and
- 5.1.14.3      arrange for the investments or other property of the charity to be held in the name of a nominee,

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

- 5.1.15      to take out such insurance as necessary to protect the Charity including but not limited to indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 5.1.16      to pay out of the funds of the charity the costs of forming and registering the Charity both as a company and as a charity.

## **6            Benefits and payments to Trustees and Members**

- 6.1            Unless otherwise permitted by these articles, 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.
- 6.2            Except as provided in these articles, no part of the income of property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This shall not prevent any payment in good faith by the Charity of:
  - 6.2.1            a benefit to any member in the capacity of a beneficiary of the Charity;
  - 6.2.2            reasonable and proper remuneration to any member for any goods or services supplied to the Charity, provided that the provisions of these articles are adhered to;
  - 6.2.3            interest on money lent by a Member to the Charity at a reasonable and proper rate;
  - 6.2.4            reasonable and proper rent for premises demised or let by a Member to the Charity; and
  - 6.2.5            any payment to a member who is also a Trustee which is permitted under these articles.

### **General provisions**

- 6.3            Unless the payment is permitted by articles 6.5 - 6.10, any other provision in these articles or authorised by the Charity Commission, no Trustee, member or connected person may:

- 6.3.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
  - 6.3.2 sell goods, services, or any interest in land to the Charity;
  - 6.3.3 be employed by, or receive any remuneration from the Charity;
  - 6.3.4 receive any other financial benefit from the Charity.
- 6.4 In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.
- Scope and powers permitting Trustees', members' or connected persons' benefits**
- 6.5 A Trustee, member or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way.
- 6.6 A member or connected person but not a Trustee (nor a member who is also a Trustee) may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act.
- 6.7 Subject to sub-clause 6.12 of this article a Trustee, member or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee, member or connected person.
- 6.8 A Trustee, member or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.9 A Trustee, member or connected person may receive rent for premises let by the Trustee, member or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee or member concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.10 A Trustee, member or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

#### **Trustees' Conflicts of Interest**

- 6.11 A Trustee's duty to avoid conflict of interest with the Charity does not apply to any transaction authorised by this article 6.

#### **Payment for supply of goods only – controls**

- 6.12 The Charity its Trustees and its members may only rely upon the authority provided by sub-clause 6.7 of this article if each of the following conditions is satisfied:

- 6.12.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity its members or its Trustees (as the case may be) and the Trustee, member or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity. The amount or maximum amount of the payment for the goods shall not exceed what is reasonable in the circumstances for the supply of the goods in question. The other Trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a Trustee, member or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee, member or connected person against the disadvantages of doing so.
- 6.12.2 the goods and services are actually required by the Charity;
- 6.12.3 no more than half of the Trustees are subject to such contracts in any one financial year;
- 6.12.4 the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her with regard to the supply of goods to the Charity;
- 6.12.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
- 6.12.6 the reason for their decision is recorded by the Trustees in the Trustee minutes; and
- 6.12.7 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by this article 6.

## **7 Declaration of Trustees Interests**

- 7.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 7.2 Subject to the provision in Article 8, a Trustee must absent himself or herself from any discussions of the Charity Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

## **8 Conflicts of Interest and Conflict of Loyalties**

- 8.1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any

other provision in these articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

- 8.1.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 8.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
  - 8.1.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.
- 8.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.
- 8.3 In this article, a duty or loyalty owed to a subsidiary or a group company shall not be considered to give rise to a conflict of interest.

## **9 Members**

- 9.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up whilst they are a member or within one year after they cease to be a Member.
- 9.2 The Charity shall have no more than 75 members appointed at any one time.
- 9.3 The membership is open to individuals who:
- 9.3.1 apply to the Charity in a form prescribed by the Trustees; and
  - 9.3.2 are approved by the Trustees.
- 9.4 The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interest of the Charity to refuse the application.
- 9.5 The Trustees must inform the applicant in writing of the reasons for the refusal within a reasonable time of the decision to refuse the application.
- 9.6 The Trustees must consider any written representations the applicant may make about the decision. The Trustees decision following any written representations must be notified to the applicant in writing but shall be final.
- 9.7 Membership is not transferable.

## **10 Classes of Membership**

- 10.1 The Trustees may establish different classes of membership with different rights

and obligations and shall record the rights and obligations in the register of members.

- 10.2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 10.3 The rights attached to a class of membership may only be varied if the members of that class consent to the alteration by a special resolution passed at either a general meeting or as a written resolution of the members of that class.
- 10.4 The provisions in these articles about general meetings shall apply to any meeting relating to the variation of the rights of any class or members.

## **11 Termination of Membership**

11.1 Membership is terminated immediately, if:

- 11.1.1 the member dies;
- 11.1.2 the member resigns by written notice to the Charity unless, after the resignation, there would be less than two members;
- 11.1.3 any sum due from the member to the Charity is not paid in full within six months of it falling due;
- 11.1.4 the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated.

11.2 A resolution to remove a member from membership may only be passed if:

- 11.2.1 the member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
- 11.2.2 the member has been allowed to make representations to the meeting.

## **12 General Meetings of Members**

- 12.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.
- 12.2 General meeting shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission of the Charity.

## **13 Notice of General Meetings**

- 13.1 The minimum period of notice required to hold a general meeting of the Charity is either:

13.1.1 twenty-one Clear Days for a general meeting called for the passing of a special resolution; or

13.1.2 fourteen Clear Days for the passing of all other resolutions.

13.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

13.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act.

13.4 The notice must be given to all the members and to the Trustees and auditors.

#### **14 Proceedings at General Meetings**

14.1 No business shall be transacted at any general meeting unless a quorum is present.

14.2 A quorum is:

14.2.1 seven members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or

14.2.2 one tenth of the total membership at the time whichever is the greater.

14.3 If:

14.3.1 a quorum is not present within half an hour from the time appointed for the meeting; or

14.3.2 during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the Trustees shall determine.

14.4 The Trustees must reconvene the meeting and must give at least seven Clear Days' notice of the reconvened meeting stating the date, time and place of the meeting.

14.5 If no quorum is present at the reconvened meeting within thirty minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

14.6 General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees.

14.7 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

14.8 If there is only one Trustee present and willing to act, he or she shall chair the

meeting.

- 14.9 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 14.10 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 14.11 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 14.12 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 14.13 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 14.14 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
  - 14.14.1 by the person chairing the meeting; or
  - 14.14.2 by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 14.15 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 14.16 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- 14.17 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 14.18 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 14.19 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 14.20 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 14.21 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 14.22 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.

- 14.23 The poll must be taken within thirty days after it has been demanded.
- 14.24 If the poll is not taken immediately at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 14.25 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

## **15 Content of Proxy Notices**

- 15.1 Proxies may only validly be appointed by a notice in writing which:
  - 15.1.1 states the name and address of the member appointing the proxy;
  - 15.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 15.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 15.1.4 is delivered to the Charity in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate.
- 15.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 15.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 15.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 15.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **16 Written Resolutions of the Members**

- 16.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
  - 16.1.1 a copy of the proposed resolution has been sent to every eligible member;
  - 16.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

- 16.1.3 it is contained in an authenticated document which has been received by the Charity within the period of 28 days beginning with the circulation date.

- 16.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

## **17 Votes of Members**

- 17.1 Subject to Article 10, every member shall have one vote.
- 17.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

## **18 Trustees**

- 18.1 A Trustee must be a natural person aged 16 years or older, who is a member and who is willing to act as a Trustee.
- 18.2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 23.
- 18.3 The minimum number of Trustees shall be three but (unless otherwise determined by ordinary resolution) the maximum number shall not exceed fifteen (15). All the Trustees must also be members of the Charity.
- 18.4 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

## **19 Powers of Trustees**

- 19.1 The Board of Trustees shall be responsible for strategy, governance and the oversight of the business of the Charity including ensuring it has resources and funding to meet its strategy and charitable objectives (delegating the day-to-day management to the Executive) and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Act, the articles or any special resolution of the members.
- 19.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 19.3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

## **20 Delegation and Committees**

- 20.1 The Trustees may delegate any of their powers or functions to a committee which must include at least two Trustees and the terms of any delegation to a committee must be recorded in the Trustees minutes.
- 20.2 The Trustees may impose conditions when delegating to a committee, and any

delegation shall include the conditions that:

- 20.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- 20.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 20.3 Every committee must act in accordance with the terms of reference on which the powers or functions are delegated to it in accordance with Article 20.1 and, subject to that and Article 20.6, the committee shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 20.4 All decisions made at any committee meeting shall be made only by resolutions and resolutions at a meeting of a committee shall be decided on majority votes.
- 20.5 The Trustees may appoint to a committee an individual who is not a Trustee or co-opted Trustee only if prior approval is obtained from the board of Trustees.
- 20.6 The quorum for a committee meeting shall be 2 Trustees. If a deadlock situation arises, the resolution in question must be referred to the board of Trustees who will consider the resolution(s) and vote on it as if it were a resolution of the board of Trustees. That resolution will be binding on the relevant committee that referred the resolution in the first instance.
- 20.7 The Trustees may revoke or alter a delegation to a committee at any time by giving written notice to the committee.
- 20.8 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

## **21 Retirement of Trustees**

- 21.1 Each Trustee shall, subject to Article 22.5, retire from office at the next general meeting after the fourth anniversary of their appointment as a Trustee.
- 21.2 Subject to Article 21.3. if, at the general meeting which a Trustee retires, the Charity would have fewer than the minimum number of Trustees pursuant to article 18.3 and the vacancy is not filled, then the retiring Trustee, if willing to act, shall be deemed to automatically be reappointed as a Trustee.
- 21.3 Any Trustee who has been re-elected pursuant to article 21.2 above, having served two four-year terms (totalling 8 years), they shall not be eligible for re-election.
- 21.4 If a Trustee is required to retire at a general meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

## **22 Appointment of Trustees**

- 22.1 The Charity may by ordinary resolution:
  - 22.1.1 appoint a person who is willing to act to be a Trustee; and

- 22.1.2 determine the rotation in which any additional Trustees are to retire.
- 22.2 No person other than a Trustee retiring by rotation may be appointed a Trustee at any general meeting unless:
  - 22.2.1 he or she is recommended for re-election by the Trustees; or
  - 22.2.2 not less than fourteen nor more than thirty-five Clear Days before the date of the meeting, the Charity is given a notice that:
    - 22.2.2.1 is signed by a member entitled to vote at the meeting;
    - 22.2.2.2 states the member's intention to propose the appointment of a person as a Trustee;
    - 22.2.2.3 contains the details that, if the person were to be appointed, the Charity would have to file at Companies House; and
    - 22.2.2.4 is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 22.3 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight Clear Days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation.
- 22.4 The Trustees may appoint a person who is willing to act to be a Trustee.
- 22.5 A Trustee appointed by a resolution of the other Trustees must retire at the next general meeting held following the first anniversary of their appointment and must not be taken into account in determining the Trustees who are to retire by rotation.
- 22.6 The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed the maximum number of Trustees as per Article 18.3.
- 22.7 The Trustees may at any time co-opt any person who meets the criteria set out in these Articles to be appointed as a Trustees to fill a vacancy or as an additional Trustee. Any Trustees appointed as a co-opted Trustee will only hold office until the next general meeting.
- 23 Disqualification and removal of Trustees**
  - 23.1 A Trustee shall automatically and with immediate effect cease to hold office if he or she:
    - 23.1.1 ceases to be a Trustee by virtue of any provision in the Companies Act or is prohibited by law from being a Trustee;

- 23.1.2 is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act (or any statutory re-enactment or modification of those provisions);
- 23.1.3 ceases to be a member of the Charity;
- 23.1.4 in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 23.1.5 resigns as a Trustee by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
- 23.1.6 is absent, without the permission of the Trustees, from 2 or more consecutive meetings of the Trustees or all their meetings held within a period of six consecutive months, and the Trustees resolve that his or her office be vacated;
- 23.1.7 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;
- 23.1.8 is requested to resign by way of a unanimous written resolution of the other Trustees; or
- 23.1.9 is convicted of an imprisonable offence, except in the case where the imprisonable offence is a road traffic offence.

## **24 Remuneration of Trustees**

The Trustees shall not receive remuneration unless authorised in accordance with article 6.

## **25 Proceedings of Trustees**

- 25.1 The Trustees shall hold at least four Trustee meetings in each calendar year.
- 25.2 A quorum at a meeting of Trustees shall be three (3).
- 25.3 No decision may be made by a decision of the Trustees unless a quorum is present at the time the decision is purported to have been made.
- 25.4 Any Trustee may call a meeting of the Trustees.
- 25.5 Any issues arising at a meeting of the Trustees shall be decided by majority vote.
- 25.6 Where the issue is being decided by written resolution, in which case, the decision will still require a majority decision to pass. A decision resolved by

written resolution shall be passed on the last day that sufficient agreement is reached to meet the required threshold.

- 25.7 A resolution in writing or in electronic form agreed by all of the Trustees entitled to receive notice of a meeting and vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.
- 25.8 The Chairman shall have a casting vote, where there are equal number for and against a decision of the Trustees.
- 25.9 Nothing in these articles permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the resolution would have been void, or if the Trustee has not complied with articles 7 and 8.

## **26 Record Keeping**

- 26.1 The Trustees must comply with the Companies Act and the Charities Act with regards to the keeping of financial records, accounts and ensure the Registrar of Companies and the Commission are notified of changes accordingly.
- 26.2 Where records of Trustees are taken by electronic means, such decisions shall be recorded by the Trustees in permanent form so that they may be read with the naked eye.

## **27 Notices**

- 27.1 Any notice to be given pursuant to these articles:
- 27.1.1 must be in writing; or
  - 27.1.2 must be given in electronic form.
- 27.2 The Charity may give notice to a member:
- 27.2.1 by sending it by post in a prepaid envelope addressed to the member at his or her address; or
  - 27.2.2 by giving it in electronic form to the member's email address; or
  - 27.2.3 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a Charity meeting and must specify the place, date and time of the meeting; or
  - 27.2.4 (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Charity.
- 27.3 Any notice to the Charity shall be addressed for the attention of the office of the

Chief Executive and sent to the Charity's registered office.

- 27.4 The only postal address or email address a member is entitled to receive notices is the address for service shown in the register of members or the last email address confirmed by the member to the Charity. A member who does not register a postal address or an email address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- 27.5 Any notice, unless proved otherwise, shall be deemed to have been delivered:
- 27.5.1 two Clear Days after having been posted; or
  - 27.5.2 if sent electronically, 24 hours after such electronic communication was sent; or
  - 27.5.3 in the case of publication on a website or in a journal, on the date of publication, distribution or circulation.
- 27.6 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.

## **28 Winding up & Dissolution**

- 28.1 The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- 28.1.1 directly for the Objects; or
  - 28.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
  - 28.1.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 28.2 Subject to any such resolution of the members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred:
- 28.2.1 directly for the Objects; or
  - 28.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
  - 28.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

- 28.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity and if no resolution in accordance with article 28.1 is passed by the members or the Trustees the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.

**29 Indemnity**

The Charity may indemnify any Trustee against liability incurred by him or her in that capacity, to the extent permitted by sections 232 and 234 of the Companies Act.