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Always a place of light and love

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

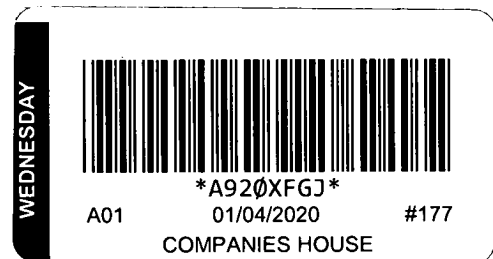
of

St Michael's Hospice (incorporating the Freda Pearce Foundation)

Company No: 01634942



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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of St Michael's Hospice (incorporating the Freda Pearce Foundation)

Company No: 01634942

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

- 2.1 The objects of the Charity are to promote the relief of sickness in such ways as the Charity shall from time to time think fit, and in particular (but without prejudice to the generality of such object):
 - 2.1.1 By establishing maintaining and conducting a residential home in the County of Herefordshire for the reception and care of persons of either sex (without regard to race or creed) who are suffering (at any age) from any chronic or terminal illness or from any disability or disease whether attributable to old age or otherwise or from any other physical infirmity, disability or disease, and by providing medical or other treatment and attention for such persons as aforesaid in their own homes.
 - 2.1.2 By conducting or promoting or encouraging research into the care and treatment of persons suffering from any illness, disability, disease or infirmity as aforesaid and particularly into the care and treatment of persons suffering from cancer or terminal illness and to disseminate the results thereof to the public.
 - 2.1.3 By promoting or encouraging or assisting in the teaching or training of doctors, nurses, physiotherapists and other persons engaged in any branch of medicine, surgery, nursing or allied services, and in the teaching or training of students in any branch of medicine, surgery, nursing or allied services.
 - 2.1.4 By providing or assisting or encouraging the provision of spiritual help and guidance for any persons resident (either as patients or otherwise) or working in any such home or homes as aforesaid.
 - 2.1.5 By providing or assisting or encouraging the provision of palliative care for any persons receiving care (whether as residents or otherwise) in any such home or homes as aforesaid or for such persons in their own homes.
 - 2.1.6 By maintaining and up-keeping the garden and grounds of any such home or homes as aforesaid for the benefit of the residents and local community.

3. Powers

3.1 To further its Objects the Charity may:

- 3.1.1** provide and assist in the provision of money, materials or other help;
- 3.1.2** organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.3** publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.4** promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.5** provide or procure the provision of counselling and guidance;
- 3.1.6** provide or procure the provision of advice;
- 3.1.7** alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.8** enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9** acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.10** establish and conduct clinics, outpatients' departments, surgeries, dispensaries and convalescent homes;
- 3.1.11** make such regulations as to the admission of persons to any home, clinic or out-patients' department established by or conducted under the direction of the Charity as aforesaid, and as to the residence of any persons in any such home as aforesaid as the Charity may think fit, and so that such regulations may provide, either generally or in any particular case or cases for such admission or residence to be either free of charge or subject to such payment as the Charity may think fit;
- 3.1.12** provide or arrange for such medical or other attention as the Charity may think fit for patients in any such home, clinic or out-patients' department as aforesaid or for patients in their own homes;
- 3.1.13** provide such medical supplies, equipment and apparatus, drugs, amenities, comforts and other things conducive to the material or spiritual welfare of any persons resident in or attending any such home, clinic or out-patients' department as aforesaid or any persons being treated or attended in their own homes as the Charity may think fit;
- 3.1.14** provide or arrange for a building or premises to be used by the Charity as a church or chapel available for Christian worship;

- 3.1.15 establish and conduct schools, training colleges and other places of learning and laboratories and other research establishments
- 3.1.16 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.1.17 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.18 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.19 invest the Charity's money not immediately required for its Objects in or upon any investments, securities, or property;
- 3.1.20 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.21 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.22 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.23 accept (or disclaim) gifts of money and any other property;
- 3.1.24 raise funds by way of subscription, donation or otherwise;
- 3.1.25 trade in the course of carrying out the Objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.26 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.27 subject to Article 4 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.28 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.29 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's Objects);
- 3.1.30 undertake and execute charitable trusts;
- 3.1.31 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;

- 3.1.32 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.33 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.34 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.1.35 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.36 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.1.37 do all such other lawful things as may further the Charity's Objects.

LIMITATION ON PRIVATE BENEFITS

4. Application of income and property

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

4.2

- 4.2.1 A Trustee is entitled to be re-imbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

- 4.2.2 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

- 4.2.3 A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 4.3.5.

- 4.2.4 A Trustee may not receive any other benefit or payment unless it is authorised by Article 4.3.

- 4.2.5 Subject to Article 4.3, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee receiving:

- (a) A benefit from the Charity in the capacity of a beneficiary of the Charity
- (b) reasonable and proper remuneration for any goods or services supplied to the Charity

4.3 Benefits and payments to Charity Trustees and connected persons

4.3.1 General provisions

No Trustee or connected person may

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity;
- (d) receive any financial benefit from the Charity;

unless the payment is permitted by Article 4.3.2 or authorised by the court or the Charity Commission.

In this Article a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value

4.3.2 Scope and powers permitting Trustees' or connected persons' benefits

- (a) A Trustee 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.
- (b) A Trustee or connected person 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 sections 185 and 186 of the Charities Act 2011.
- (c) Subject to Article 4.3.3 a Trustee or connected person may provide the Charity with goods that are not supplied in connection with the services provided to the Charity by the Trustee or connected person.
- (d) A Trustee 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).
- (e) A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent and other terms of the lease are under discussion.
- (f) A Trustee 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.

4.3.3 Payment for supply of goods only - controls

The Charity and its Trustees may only rely upon the authority provided by Article 4.3.2(c) if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and

the Trustee 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.

- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
- (d) The Supplier is absent for the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
- (e) 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.
- (f) The reason for their decision is recorded by the Trustees in the minute book.
- (g) A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 4.3.

4.3.4 In Articles 4.3.2 and 4.3.3-

- (a) "Charity" includes any company in which the Charity;
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more Trustees to the board of the company
- (b) "connected person" means
 - (i) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
 - (ii) the spouse or civil partner of the Trustee or of any person falling within paragraph (i) above;
 - (iii) a person carrying on business in partnership with the Trustee or with any person falling within paragraphs (i) or (ii) above

4.3.5

- (a) the Charity may indemnify a relevant Trustee against any liability incurred in that capacity to the extent permitted in sections 232 to 234 of Companies Act 2006.
- (b) in this Article 4.3.5 "a relevant Trustee" means any Trustee or former Trustee of the Charity.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

- 5.1 The liability of each member is limited to £2, 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:
- 5.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member;
 - 5.1.2 payment of the costs, charges and expenses of winding up; and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

6. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

7. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

8. Trustees may delegate

- 8.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 8.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.
- 8.3 Any delegation by the Trustees may be:
- 8.3.1 by such means;
 - 8.3.2 to such an extent;
 - 8.3.3 in relation to such matters or territories; and
 - 8.3.4 on such terms and conditions;
- as they think fit.
- 8.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

8.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

8.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

9. Committees

9.1 In the case of delegation to committees:

9.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

9.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

9.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

9.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

9.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

9.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

10. Delegation of day to day management powers

10.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

10.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

10.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

10.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

11. Delegation of investment management

11.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

- 11.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;
 - 11.1.2 timely reports of all transactions are provided to the Trustees;
 - 11.1.3 the performance of the investments is reviewed regularly with the Trustees;
 - 11.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 11.1.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 11.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 11.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.
12. **Power to change name of Charity**
- 12.1 The Trustees may change the name of the Charity at any time by:
 - 12.1.1 majority decision of at least three-quarters of the Trustees present and voting at a meeting; or
 - 12.1.2 majority decision of at least three-quarters of all the Trustees taken following the procedure in Article 19.

DECISION-MAKING BY TRUSTEES

13. **Trustees to take decisions collectively**
- 13.1 Subject to Article 12, any decision of the Trustees must be either:
 - 13.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 18); or
 - 13.1.2 a unanimous decision taken in accordance with Article 19.
14. **Calling a Trustees' meeting**
- 14.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
 - 14.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 14.2.1 all the Trustees agree; or
 - 14.2.2 urgent circumstances require shorter notice.
 - 14.3 Notice of Trustees' meetings must be given to each Trustee.

- 14.4 Every notice calling a Trustees' meeting must specify:
 - 14.4.1 the place, day and time of the meeting;
 - 14.4.2 the general nature of the business to be considered at such meeting; and
 - 14.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 14.5 Notice of Trustees' meetings need not be in Writing.
- 14.6 Article 31 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
- 15. **Participation in Trustees' meetings**
 - 15.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 15.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
 - 15.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
 - 15.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 16. **Quorum for Trustees' meetings**
 - 16.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 16.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is more than one half of the total number of Trustees.
 - 16.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.
- 17. **Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.
- 18. **Casting vote**
 - 18.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

- 18.2 Article 18.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. Unanimous decisions without a meeting

- 19.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 20, results in them not being entitled to vote.

- 19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

- 19.3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- 19.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

- 19.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 19.3;

- 19.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

- 19.3.4 the Recipient must prepare a minute of the decision in accordance with Article 35 (Minutes).

20. Conflicts of interest

Declaration of interests

- 20.1 Unless Article 20.2 applies, a Trustee must declare the nature and extent of:

- 20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

- 20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

- 20.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 20.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to

participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

20.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

20.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.3.2(a)) and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.36;
- (c) payment under the indemnity set out at Article 4.2.3; and
- (d) reimbursement of expenses in accordance with Article 4.2.1; or

20.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 20.5.

20.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:

20.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

20.5.2 not be counted in the quorum for that part of the process; and

20.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

20.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

20.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

20.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

21. **Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

22. **Trustee's discretion to make further rules**

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

23. **Number of Trustees**

There shall be at least four Trustees.

24. **Appointment of Trustees and retirement of Trustees by rotation**

- 24.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.

Appointment of Trustees

- 24.2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 25, may be appointed to be a Trustee by a decision of the Trustees.

Automatic retirement

- 24.3 Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.
- 24.4 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.

Maximum term

- 24.5 Retiring Trustees may be reappointed but a Trustee who has served for three consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
- 24.5.1 the anniversary of the commencement of his or her break from office; and
- 24.5.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.
- 24.6 If the retirement of a Trustee under Article 24.3 causes the number of Trustees to fall below that set out in Article 23 then the retiring Trustee shall remain in office until a new appointment is made.
- 24.7 In exceptional circumstances, the Trustees may by a majority decision of at least two-thirds of the Trustees present, pass a resolution by secret ballot to permit a Trustee to serve an

additional term of three years in office (in addition to the three (or more) consecutive terms of office served) (an **"Additional Term"**). Any Trustee serving his or her fourth or more successive term shall retire at the Annual Retirement Meeting following the end of his or her Additional Term, and be subject again to the provisions of this Article.

Minimum age

24.8 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

25. Disqualification and removal of Trustees

25.1 A Trustee shall cease to hold office if:

25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

25.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

25.1.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

25.1.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Trustees will remain in office when such resignation has taken effect);

25.1.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

25.1.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or

25.1.7 he or she ceases to be a member of the Charity.

HONORARY OFFICERS

26. Honorary officers

26.1.1 The Trustees may appoint and remove any individual(s) as patron(s), vice patron(s), president(s), vice president(s) and other honorary officers (each an **"Honorary Officer"**) of the Charity on such terms as they shall think fit.

26.1.2 An Honorary Officer (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

26.1.3 No remuneration (except by way of repayment of out of pocket expenses, if any) shall be paid to any person so appointed in respect of any honorary office. Save as aforesaid every such appointment shall be for such period and on such terms as the Trustees shall think fit.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. Trustees as members

- 27.1 The Trustees from time to time shall be the only members of the Charity.
- 27.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Charity.
- 27.3 The names of the members of the Charity must be entered in the register of members.

28. Termination of membership

- 28.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 28.2 Membership is not transferable and shall cease on death.

DECISION-MAKING BY MEMBERS

29. Members' Meetings

- 29.1 The Trustees may call a general meeting of the members at any time.
- 29.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

30. Written resolutions

General

- 30.1 Subject to this Article 30 a written resolution agreed by:
 - 30.1.1 members representing a simple majority; or
 - 30.1.2 (in the case of a special resolution) members representing not less than 75%;
of the total voting rights of eligible members shall be effective.
- 30.2 On a written resolution each member shall have one vote.
- 30.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 30.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 30.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 30.6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 30.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 30.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

Signifying agreement

- 30.9 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
 - 30.9.1 identifying the resolution to which it relates; and
 - 30.9.2 indicating the member's agreement to the resolution.
- 30.10 For the purposes of Article 30.9:
 - 30.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 30.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
 - (a) the identity of the sender is confirmed in a manner specified by the Charity; or
 - (b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 30.11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

31. Communications by the Charity

Methods of communication

- 31.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for

Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

- 31.1.1 in Hard Copy Form;
 - 31.1.2 in Electronic Form; or
 - 31.1.3 by making it available on a website.
- 31.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 31.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 31.4 A member present in person or by proxy at a meeting of the Charity or a Trustee present in person or other through other forms of communication (for example via telephone or video conferencing) at a Trustees' meeting shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 31.5 Where any Document or information is sent or supplied by the Charity to the members or Trustees:
- 31.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
 - 31.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 31.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
 - (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 31.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 31.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 31.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;
- 31.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 31.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 31.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.
- 31.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

32. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity.

33. Secretary

- 33.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 33.1.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 33.1.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

34. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

35. Minutes

35.1 The Trustees must ensure minutes are made:

35.1.1 of all appointments of officers made by the Trustees;

35.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

35.1.3 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;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

36. Records and accounts

36.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

36.1.1 annual reports;

36.1.2 annual statements of account; and

36.1.3 annual returns or confirmation statements.

37. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

38. Winding up

If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charitable institution or institutions having exclusively charitable objects similar to the Objects of the Charity, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 4 hereof, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some other charitable object.

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	"Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	"Annual Retirement Meeting"	has the meaning given in Article 24.4;
1.3	"Articles"	the Charity's articles of association;
1.4	"Chair"	has the meaning given in Article 7;
1.5	"Charity"	St Michael's Hospice (incorporating the Freda Pearce Foundation);
1.6	"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	"Clear Days"	in relation to the period of a notice, that 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;
1.8	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.9	"Document"	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.10	"Electronic Form" and "Electronic Means"	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.11	"executed"	Includes any mode of execution;
1.12	"Financial Expert"	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.13	"Hard Copy" and "Hard Copy Form"	have the meanings respectively given to them in the Companies Act 2006;
1.14	"Objects"	has the meaning given in Article 2;

- 1.15 **"Public Holiday"** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.16 **"Secretary"** the secretary of the Charity (if any);
- 1.17 **"Trustee"** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 1.18 **"Writing"** 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.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.