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### COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

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**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**Please do not  
write in  
this margin

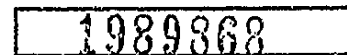
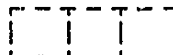
Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use



Name of company:

\* ST. LUKE'S OXFORD\* insert full  
name of CompanyI, DAVID JOHN VERNON WRIGHT  
of 20 ST. MICHAEL'S STREET OXFORD† delete as  
appropriate

*SP*

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†  
~~person named as director or secretary of the company in the statement delivered to the registrar~~  
~~under section 19(2)]~~† and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at 50 Newnham Street  
in the city of Oxford

Declarant to sign below

the ninth day of January  
One thousand nine hundred and eighty six  
before me [Signature]A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

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For official Use

New Companies Section

Post room



COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

1989868

ST. LUKE'S OXFORD

1. The name of the Company (hereinafter called "the Association") is "ST. LUKE'S OXFORD" (being the amalgamation of two associated Charities, namely the Community of St. Luke and St. Luke's Homes).

2. The Registered Office of the Association will be situate in England.

3. A. The objects for which the Association is established are the advancement of the Christian religion and the relief and care of the sick, elderly, disable and poor in an atmosphere of Christian fellowship in particular by

(a) The provision of full medical supervision and nursing care in cheerful surroundings for medical and surgical patients, and for convalescence and rehabilitation.

(b) The spiritual support of patients by the visits of clergy from member Churches of the World Council of Churches, and from the Roman Catholic Churches by regular services in the chapel and through pastoral care.

In pursuing the above objects the Association shall endeavour to promote the recognition of the dignity due to every individual, seeing each as a whole person through constant awareness of the presence of God and of His supporting grace in pain and distress and to promote the realisation amongst patients and staff and old age or disability may still give the opportunity for growth in happiness and spiritual development.

B. In pursuance of the above objects but not further or otherwise the Association shall have the following powers:-

(a) To purchase take on lease or otherwise acquire any property and any rights and privileges necessary for the promotion of the said objects and construct, maintain and alter any buildings or erections necessary for the work of the Association.

(b) Subject to such consents as may be required by law to sell let mortgage dispose of or turn to account all or any of the property or assets of the Association.

ST. LUKE'S OXFORD LTD

100, ST. LUKE'S OXFORD

OXFORD OX4 149

204149/CC



(c) To receive donations and endowments for the carrying out or furtherance of any of the objects of the Association and to enable treatment to be given at reduced charges.

(d) To make loans and grants to other charitable bodies.

(e) Subject to such consents as may be required by law to borrow and ask money for the furtherance of the objects of the Association in such manner and on such security as the Association may think fit.

(f) To employ and pay any person or persons to supervise, organise and carry on the work of the Association and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents.

(g) To provide training for the employees of the Association and other persons concerned with the relief and care of the sick, elderly, disabled and poor by the provision of lectures, seminar classes and training courses.

(h) To invest the money of the Association not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

(i) To do all such other things as are incidental or conducive to the attainment of the above objects.

PROVIDED THAT:-

(i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise by way of profit, to members of the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association.

(a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of the Council) for any services rendered to the Association;

(b) of interest on money lent by any member of the Association or of its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being of the Association's Bankers or 3 per cent whichever is the greater;

(c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;

(d) of fees, remuneration or other benefit in money's worth to a company of which a member of the Council of Management or Governing Body may be a member; and

(e) to any member of its Council of Management or Governing Body of out of pocket expenses;

(f) of a pension to any officer or servant or former officer or servant of the Association.

5. The liability of the Members is limited.

6. Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Association, contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding One Pound.

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

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers

Ashley Pembury, ASHLEY CHARLES GIBBS BONNARDY.  
WOODWAYS WOODSTOCK. OXFORD

Mary McMaster. MARY ISABELLA BLEVITT McMASTER  
1 BROOKSIDE. HEADINGTON OXFORD

Mark Annesley Norman, MARK ANNESELEY NORMAN,  
WILKOTE MARKER, CHARLBURY, OXFORDSHIRE.

~~John Thomas~~ RICHARD + CHARLES NAPIER THOMAS  
ST. BRELADE'S 131 LIMEWALK HEADINGTON OXFORD OX3 7AS

H.G. Scrutton, HUGH GEOFFREY SCRUTTON  
2A BICKERTON ROAD, OXFORD OX3 7LS

Joyce Cronther-Hunt, JOYCE CRONTHUR - HUNT  
THE RECTOR'S LODGINGS, EXETER COLLEGE, OXFORD.

Kenneth Brian Wilson, KENNETH BRIAN WILSON  
FELDEN, HARDCORTHILL, NORTH HINKSEY, OXFORD OX2 9AT

Christopher Hamilton Paine, CHRISTOPHER HAMILTON PAINE  
DAME ALICE FARM WATLINGTON OXFORD OX9 5EP

J.E. Cocke. JAMES EDMUND COCKE,  
All Saints' Vicarage  
85, Old Rd., Headington  
OXFORD, OX3 7LP

Dated

6 January 1986

Witness to the above Signatures,

*J. Wright*

DAVID JOHN VERNON WRIGHT  
20 ST. MICHAEL'S STREET  
OXFORD  
SOLICITOR

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

ST. LUKE'S OXFORD

1. In the construction of these Articles the following words and expressions shall have the respective meanings hereinafter assigned to them, if such meanings are not inconsistent with the context or subject matter.

"The Act" means the Companies Act 1985:

"The Association" means the above-named Company:

"Member of Members" means any Member or Members of the Association as hereinafter in these Articles defined:

"Councillor or Councillors" means Member or Members of the Council which is the governing body of the Association:

"The Seal" means the common seal of the Association:

"Month" means calendar month:

"In writing" means written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form:

All words of the masculine gender shall be deemed, unless the interpretation is inconsistent with the context, to include women.

GENERAL

2. The Association is established for the purposes expressed in the Memorandum of Association.

MEMBERS

3. The number of members with which the Association proposes to be registered is 12, but the Council may from time to time register an increase in members.

4. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership shall be members of the Association.

5. At least 14 days notice shall be given to the members of the Council of any meeting at which it is intended to propose any person for election as a member of the Association stating the name and address of the person to be proposed and the name of the member of the Council proposing him.

6. On the election of any person as a member of the Association in accordance with the above regulations, his name shall forthwith be entered on the Register of members.

7. Any member of the Association who shall desire to retire shall signify such desire in writing to the Secretary and thereupon his name shall be removed from the Register of Members and he shall be deemed to have retired.

#### OFFICERS

8. The Officers of the Association shall be:-

(a) The Founder and Life President

(b) A President

(c) A Chairman

(d) A Secretary

(e) A Treasurer

9. (a) The Association shall have as Founder and Life President Mary Isabella Blewitt McMaster O.B.E., who shall ex officio be a life member of the Association and of the Council and she shall not be subject to the provisions of Article 7.

(b) The Association shall have a President, a Chairman, a Secretary and a Treasurer elected by the Council either from amongst its own members or otherwise subject to obtaining his prior consent to be nominated for such office.

The President shall continue in office for such time as he is willing to continue to act as President.

The Chairman, Secretary and Treasurer shall be entitled to retain such office for three years but shall then be eligible for re-election, each post being subject to re-election in succeeding years.

10. Any vacancy in the office of President or Chairman or Secretary or Treasurer shall (unless the Council shall deem it desirable that such vacancy shall not be filled) be filled by the Council.

#### THE COUNCIL OF MANAGEMENT

11. The Association shall be governed and its affairs administered subject to these Articles by a Council.

12. The members of the Council shall be elected at the Annual General Meeting and shall at the end of their term of office be



eligible for re-election. The Council shall consist of not more than 12 nor less than 6 members.

13. The Council may from time to time and at any time appoint any member of the Association as a member of the Council, either to fill a casual vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting but he shall then be eligible for re-election.

14. Until the first Annual General Meeting, the Council shall consist of the subscribers to the Memorandum of Association.

15. The Association may from time to time in General Meeting increase or reduce the number of members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting such increase.

16. The office of a member of the Council shall be vacated:-

(a) If a Receiving Order is made against him or he makes any arrangement or composition with his creditors.

(b) If he becomes of unsound mind.

(c) If he ceases to be a member of the Association.

(d) If by notice in writing to the Association he resigns his office.

(e) If he ceases to hold office by reason of any Order made under Sections 297, 298 and 300 of the Act.

(f) If he is removed from office by a resolution duly passed pursuant to Section 303 of the Act.

PROVIDED that Section 293 of the Act shall be deemed not to apply under these Articles, and no person otherwise qualified to hold office shall be or become ineligible to do so simply by virtue of attaining the age of 70 or any other age.

17. At the Annual General Meeting in each year, one third of the Councillors for the time being in office (or if such Councillors shall not be a multiple of three, then the number nearest to but not exceeding one third) shall retire from office, and the Members present shall elect a like number of persons, being Members, to fill the vacated office. The Councillors to retire shall be those who have been longest in office, and as between persons who have been equally long in office shall, in the absence of agreement between persons who have been equally long in office shall, in the absence of agreement between them, be determined by lot. A retiring Councillor shall be eligible for re-election. For the purpose of this Article length of time in office shall in the case of any Councillor who has been re-elected be calculated from the date of his last election. A retiring Councillor shall be deemed to continue in office until the close of the meeting at which his successor is appointed. If at any Annual General Meeting at which any Councillor is due to

retire under the foregoing provisions his successor shall not be so elected, the retiring Councillor shall be deemed to have been re-elected at such meeting. In the case of any casual vacancy occurring among the Councillors Council may appoint any Member to fill such vacancy, but any Councillor shall hold office only until the next Annual General Meeting, and shall then retire.

#### THE VISITOR

18. The official Visitor shall be the Bishop of Oxford for the time being, or such other person as the Council and the Bishop of Oxford for the time being shall jointly agree to depute.

#### GENERAL MEETINGS

19. A General Meeting of the Members shall be held at least once in every year, on such day and at such time and place as the Council may appoint. The above-mentioned General Meetings shall be called Extraordinary meetings.

20. The Council may, whenever they think fit, and shall upon a requisition made in writing and signed by any six Members or such lower number as represents one tenth or more of the voting rights for the time being of all the members of the Association convene an Extraordinary Meeting.

21. Any requisition made by Members shall express the object of the meeting proposed to be called, and shall be left with the Secretary of the Association.

22. Upon the receipt of such requisition, the Council shall forthwith proceed to convene an Extraordinary meeting, and if they do not convene the same within twenty-one days from the date of the receipt of such requisition, the requisitionists may themselves convene an Extraordinary Meeting.

23. A notice of every General Meeting shall be given to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the Association, and in such form and manner as subject to the requirements of the Act the Council may from time to time prescribe. The non-receipt of such notice by any Member or other person as aforesaid shall not invalidate the proceedings of any General Meeting, or any resolution passed thereat.

24. All business shall be deemed special that is transacted at an Ordinary Meeting, with the exception of the consideration of the accounts, balance sheets and the report of the Council the election of Councillors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

25. Six Members shall be a quorum, and no business shall, except in the case hereinafter mentioned, be transacted unless a quorum is present at the commencement of such meeting. If within one hour from the time appointed for the meeting a quorum of Members is not present, the meeting shall, if convened upon the requisition of the Members, be dissolved, and in any other case shall stand adjourned to some time and place to be then fixed by the Members present,

and if at such adjourned meeting a quorum of Members is not present, the Member or Members present may proceed to the transaction of business.

26. The Chairman, or if he shall be absent, any Member chosen by the Members present to be Chairman at such meeting, shall preside as Chairman at any General Meeting of the Association.

27. The Chairman of any General Meeting shall, in case the votes at such meeting are equally divided, have, as well as his own vote a second or casting vote.

28. The Chairman of any General Meeting may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which such adjournment took place.

#### POWERS OF THE COUNCIL

29. The entire business of the Association shall be arranged and managed by the Council, who may exercise all such powers of the Association as are not, by the Companies Act 1985 or these Articles, declared to be exercisable by the Association in General meeting, and no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

30. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case their number shall at any time be reduced to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purposes 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.

31. The Council may delegate to any officer of the Association or to any Committee, consisting of such number of their body or other persons as they shall determine, provided that the majority of members of any such Committee shall be members of the Council, such powers as the Council may think fit to so delegate provided that all activities of any such Committee shall be reported back to the Council as soon as possible. All appointments made by the Council, either by itself or through any Committee or other delegate, shall be determinable by the Council in such manner as may be prescribed in the agreement relative to such appointment.

32. The Council shall have power to require any Member to resign his Membership of the Association by a vote of not less than three-fourths of those present at a Meeting of the Council specially convened for that purpose.

Provided that at least 7 days notice of such meeting be given and in the event of such Member not resigning his membership within one month after notice of such request has been sent to him at his address on the Register of Members, his name may be removed from the Register of Members.

33. The Council may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property or any part hereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Association or any third party.

34. All moneys received by the Association shall be regularly paid into the banking account or one of several banking accounts to be kept in the name of the Association, and no money shall be paid by or on account of the Association, other than petty cash disbursements, except by cheque on a banking account. Petty cash disbursements shall be paid out of cash, for which cheques on a banking account shall be drawn from time to time as required. All cheques on a banking account shall be signed and countersigned as may from time to time be directed by the Council.

35. The Council shall have power to make and afterwards repeal or alter, such bye-laws or regulations for the conduct of the general affairs of the Association and for the despatch of business as the Council may from time to time deem necessary, provided that such bye-laws do not contravene any of the provisions herein contained.

36. The Council shall provide a Common Seal and shall have full power to use the same seal in the execution of all or any of the powers hereby vested in them, or otherwise in relation to the business or affairs of the Association as they in their discretion think fit, and any documents bearing the seal of the Association and purporting to be attested by two Councillors shall, in the absence of proof to the contrary, be deemed to be duly sealed by the Association.

37. The Council shall be paid all actual outlay on behalf of the Association incurred by order of, or sanctioned by, the Council.

38. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

39. The Council shall cause true accounts to be kept of the receipts and expenditure of the Association, and shall cause the accounts of the Association to be audited annually according to the Statutes applicable thereto. The books of account shall be kept at the registered office of the Association or at such other place or places, subject to Section 222(1) of the Act, as the Council shall think fit, and shall always be open to the inspection of the members of the Council.

40. At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account made up to a date not more than nine months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council

and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting, subject nevertheless to Section 240 of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. the Auditors' report shall be open to inspection and be read before the meetings as required by Sections 236 and 237 of the Act.

#### AUDIT

41. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors. Such Auditor or Auditors shall be appointed and his or their duties regulated in accordance with Sections 387 to 389 of the Act and Sections 236 and 237 of the Act, the member of the Council being treated as the Directors mentioned in those Sections.

#### PROCEEDINGS OF THE COUNCIL

42. The Council may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business, and, until otherwise determined, six shall be a quorum. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.

43. The Chairman may, and on the request of any three Councillors shall, at any time summon a meeting of the Council.

#### NOTICES

44. Notices required to be served by the Association upon any Member may be served either personally or by leaving the same, or by sending the same through the post in a prepaid envelope or wrapper, addressed to such Member at his registered address. All notices if served by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the same was properly addressed and put into the post office. A certificate in writing by the Secretary or other officer of the Association that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

45. A Member not having a registered address within the United Kingdom shall not be entitled to receive any notice.

#### DISSOLUTION

46. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.

Names and Addresses of Subscribers

Aileen Penning. ASHLEY CHARLES GIBBS TOWNSEND  
of WOODLEY, WOODSTOCK, OXON.

Mary McMaster. MARY ISABELLA BLEWITT McMASTER  
1 Brookside Headington. Oxford OX3 7PJ.

Mark Norman. MARK ANNESLEY NORMAN  
WILCOTE MANOR, CHARLURRY, OXFORDSHIRE.

Richard Charles Napier Thomas  
St. Paul's 131 LIMEWALK HEADINGTON OX3 7AD  
HUGH GEOFFREY SCRUTTON  
2A. BICKERTON ROAD, OXFORD OX2 7LS.

Joyce Crowther-Hunt. JOYCE CROWTHER-HUNT  
THE RECTOR'S LODGINGS, EXETER COLLEGE, OXFORD.

Kenneth Brian Wilson  
FIELD END, HARCOURT HILL, NORTH HINKSEY, OXFORD OX2 9AT

Charles Philip Harrison Paine  
DARLE ALICE FARM WATLINGTON OXFORD OX9 5EP

J. E. Cooke. JAMES EDMUND COOKE  
St. Paul's Vicarage  
85 Old Rd., Headington  
OXFORD OX3 7LR.

Dated 6<sup>th</sup> January 1986

Witness to the above Signatures,

David John Vernon Wright  
20 ST. MICHAEL'S STREET  
OXFORD  
SOLICITOR

**Statement of first directors  
and secretary and intended  
situation of registered office**

Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

1989868

Name of company

\* ST. LUKE'S OXFORD

\* insert full name  
of company

The intended situation of the registered office of the company on incorporation is as stated below

4 LATIMER ROAD  
HEADINGTON  
OXFORD

Postcode OX3 7PF

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

X

MARSHALL & GALPIN  
20 ST. MICHAEL'S ST.  
OXFORD  
OX1 2EA

Postcode

Number of continuation sheets attached (see note 1)

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Presenter's name address and  
reference (if any):

R04149/can

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General Section

Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) <u>SIR ASHLEY CHARLES GIBBS PONSORBY</u>		Business occupation <u>Farmer</u>
Previous name(s) (note 3) <u>---</u>		Nationality <u>BRITISH</u>
Address (note 4) <u>WOODLEY, WOODSTOCK</u> <u>OXON</u>		Date of birth (where applicable) (note 6) <u>21.2.21.</u>
Postcode		
Other directorships † <u>See attached statement</u>		
I consent to act as director of the company named on page 1		
Signature <u>A. Gibbs Ponsorby</u>		Date <u>6.1.86</u>

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet

Name (note 3) <u>MARY ISABELLA BLEWITT</u> <u>McMASTER</u>		Business occupation <u>RETIRED. PHYSIO-THERAPIST</u>
Previous name(s) (note 3)		Nationality <u>BRITISH</u>
Address (note 4) <u>1 BROOKSIDE, HEADINGTON</u> <u>OXFORD, OX3 7PJ</u>		Date of birth (where applicable) (note 6) <u>15.3.14</u>
Postcode		
Other directorships † <u>NONE</u>		
I consent to act as director of the company named on page 1		
Signature <u>Mary McMaster</u>		Date <u>6.1.86</u>


Name (note 3) <u>SIR MARK ANNISLEY NORMAN BT</u>		Business occupation <u>Farmer</u>
Previous name(s) (note 3)		Nationality <u>British</u>
Address (note 4) <u>WILCOTE MANOR, CHARLBURY, OXON</u>		Date of birth (where applicable) (note 6) <u>8.11.27</u>
Postcode		
Other directorships † <u>See attached statement</u>		
I consent to act as director of the company named on page 1		
Signature <u>Mark Annisley Norman</u>		Date <u>6.1.86</u>



Please do not  
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this margin.

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7)		DOCTOR CHRISTOPHER HAMMOND PAINE	
Previous name(s) (note 3)		-	
Address (notes 4 & 7)		DAME ALICE FARM WATLINGTON OXFORD	
		Postcode	OX9 5EP
I consent to act as secretary of the company named on page 1			
Signature		Date	
		6.1.88	

~~Director~~

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is  
signed by the  
subscribers

Signature of agent on behalf of subscribers	Date
	9/1/86

delete if the form is  
signed by an agent on  
behalf of the  
subscribers.

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

Please do not  
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this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

## COMPANIES FORM No. 10 (cont.)

### Statement of first directors and secretary and intended situation of registered office (continuation)

Continuation sheet No. \_\_\_\_\_  
to Form No. 10

Company number

Name of company

\* J. LUCET, OXFORD

Particulars of other directors (continued)

Name (note 3) Dr CHRISTOPHER HANCOCK GAINE	Business Occupation Medic
Previous name(s) (note 3)	Nationality British
Address (note 4) DAME ALICE FARM WATLINGTON OXFORD	Date of birth (where applicable) (note 6) 28.8.35
Postcode OX9 5EP	

I consent to act as director of the company named above (notes 9 and 10)

Signature C. Hancock

Date 6.1.86

Particulars of other directorships

None.

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JORDAN & SONS LIMITED  
JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON N1 6EE  
TELEPHONE 01 253 3030  
TELEX 261010



† delete if  
inappropriate

continued overleaf †

Please do not  
write in  
this margin

# COMPANIES FORM No. 10 (cont.)

## Statement of first directors and secretary and intended situation of registered office (continuation)

Continuation sheet No \_\_\_\_\_  
to Form No. 10

Company number

1989868.

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

\* ST. LUKE'S OXFORD

\* Insert full name  
of company

Particulars of other directors (continued)

Name (note 3)	HUGH GEOFFREY SCRUTTON	Business Occupation	CHARTERED ACCOUNTANT
Previous name(s) (note 3)		Nationality	BRITISH
Address (note 4)	2A BICKERTON ROAD, OXFORD	Date of birth (where applicable) (note 6)	27. 8. 1939
	Postcode	OX3 7LS	
I consent to act as director of the company named above (notes 9 and 10)			
Signature		H G Scrutton	
		Date	
		January 6 <sup>th</sup> 1986	

Particulars of other directorships

BEARWOOD MARINER ENTERPRISES LTD.  
BEARWOOD SECURITY SERVICES LTD.

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† delete if  
inappropriate

continued overleaf †

SIR ASHLEY PONSONBY BART

STATEMENT OF DIRECTORSHIPS

Rowntree Mackintosh plc  
The Equitable Life Assurance Society  
Witting (Liverpool) Ltd. (part of Colville)  
Cursitor Property Co. Ltd. (part of Colville)  
Hackney Wick Investments Ltd. (MCT)  
Farmington Trust Ltd. (Religious Education)  
Riseholme Investments Co. Ltd. (MCT)  
Trading Investment Co. Ltd. (TOT)

The Trans-Oceanic Trust Ltd.  
The Colville Estate Ltd.  
London House for Overseas Students

SIR MARK ANNESLEY NORMAN BART  
STATEMENT OF OTHER DIRECTORSHIPS

I U Oil & Gas Limited

# G

COMPANIES FORM No. 30(5)(a)

## Declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

# 30(5)(a)

Please do not write in this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

### Note

This declaration should accompany the application for the registration of the company

\* insert full name of company

† delete as appropriate

For official use

Company number

--	--	--	--

1989868

Name of company

ST. LUKE'S OXFORD

I, David John Vernon Wright

of Vanbrugh House, 20/22 St Michaels Street, OXFORD.

a [Solicitor engaged in the formation of the above-named company] ~~(person named as director)~~

~~Secretary of the above company~~ in the statement delivered under section 10 of the above Act† do

solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at 20 St Michaels Street Oxford

Declarant to sign below

the 6th day of January

One thousand nine hundred and eighty-six

before me S. J. Scott

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

*J. Wright*

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JORDAN HOUSE  
BROMWICH PLACE  
LONDON EC3A 7EE  
TELEPHONE 01 253 3030  
TELEX 261010



Presentor's name address and reference (if any):

*R04149/ccl*

For official Use

New Companies Section

Post room

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No.

1989863

I hereby certify that

ST. LUKE'S OXFORD

is this day incorporated under the Companies Act 1985 as a  
private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the

14TH FEBRUARY 1986

*D. G. Blackstock*

D. G. BLACKSTOCK  
an authorised officer

COMPANY NUMBER: 1989868

THE COMPANIES ACT 1985

SPECIAL RESOLUTION

...ST. LUKES, OXFORD...

At an Extraordinary General Meeting of the members of  
the above-named company, duly convened and held at

7 5.00 PM on the 30<sup>th</sup> day of MARCH  
1986 the following SPECIAL RESOLUTION(s) was passed:-

That the Memorandum of Association of the Company be altered by  
deleting sub-clause (a) of Clause 3 and by substituting therefor the  
sub-clause numbered 3(a) set out as the printed sheet attached to this  
Resolution and for the purposes of identification marked "X"

Mark A. Norman

Signed.....  
Chairman

15 PENNPOKE ROAD  
EXETER EX4 3JX  
JORDAN & SONS LTD.  
R11193/K3.





THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

ST. LUKE'S OXFORD

1. The name of the Company (hereinafter called "the Association") is ST. LUKE'S OXFORD (being the amalgamation of two associated Charities, namely the Community of St. Luke and St. Luke's Homes).

2. The Registered Office of the Association will be situate in England.

3. A. The objects for which the Association is established are the advancement of the Christian religion and the relief and care of the sick, elderly, disabled, and poor, in an atmosphere of Christian fellowship in particular by

(a) The provision of full medical supervision and nursing care in cheerful surroundings for medical and surgical patients, and for convalescence and rehabilitation.

(b) The spiritual support of patients by the visits of clergy from member Churches of the World Council of Churches, and from the Roman Catholic Church, by regular services in the chapel and through pastoral care.

In pursuing the above objects the Association shall endeavour to promote the recognition of the dignity due to every individual, seeing each as a whole person, through constant awareness of the presence of God and of His supporting grace in pain and distress, and to promote the realisation amongst patients and staff that old age or disability may still give the opportunity for growth in happiness and spiritual development.

B. In pursuance of the above objects but not further or otherwise the Association shall have the following powers:-

(a) To purchase take on lease or otherwise acquire any property and any rights and privileges necessary for the promotion of the said objects and construct, maintain and alter any buildings or erections necessary for the work of the Association.

(b) Subject to such consents as may be required by law to sell let mortgage dispose of or turn to account all or any of the property or assets of the Association.



(c) To receive donations and endowments for the carrying out or furtherance of any of the objects of the Association and to enable treatment to be given at reduced charges.

(d) To make loans and grants to other charitable bodies.

(e) Subject to such consents as may be required by law to borrow and ask money for the furtherance of the objects of the Association in such manner and on such security as the Association may think fit.

(f) To employ and pay any person or persons to supervise, organise and carry on the work of the Association and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents.

(g) To provide training for the employees of the Association and other persons concerned with the relief and care of the sick, elderly, disabled and poor by the provision of lectures, seminar classes and training courses.

(h) To invest the money of the Association not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.


(i) To do all such other things as are incidental or conducive to the attainment of the above objects.

**PROVIDED THAT:-**

(i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.



4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise by way of profit, to members of the Association

Provided that nothing herein shall prevent any payment in good faith by the Association

(a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of the Council) for any services rendered to the Association;

(b) of interest on money lent by any member of the Association or of its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being of the Association's Bankers or 3 per cent whichever is the greater;

(c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;

(d) of fees, remuneration or other benefit in moneys or money's worth to a company of which a member of the Council of Management or Governing Body may be a member; and

(e) to any member of its Council of Management or Governing Body of out of pocket expenses;

(f) of a pension to any officer or servant or former officer or servant of the Association.

5. The liability of the Members is limited.

6. Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Association, contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding One Pound.

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

