

Company Number: 04120488

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**WRITTEN RESOLUTION OF**

**HELEN & DOUGLAS HOUSE (the "Company")**

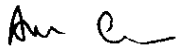
**PASSED ON: 17 July 2019**

At a general meeting of the Company duly convened and held at Helen & Douglas House, Oxford on 17 July 2019 at 1.30pm the following resolution was duly passed as a special resolution

**SPECIAL RESOLUTION**

**THAT** the draft Articles of Association in the form attached to this resolution be adopted as the new Articles of Association of the Company in substitution for the existing Articles of Association of the Company (including those provisions of the Memorandum of Association of the Company deemed to form part of the Articles of Association of the Company pursuant to section 28 of the Companies Act 2006)

Signed



A M Cooper  
Company Secretary





**COMPANY NUMBER: 4120488**

**THE COMPANIES ACTS 1985 TO 2006**

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

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**ARTICLES OF ASSOCIATION**

**OF**

**HELEN AND DOUGLAS HOUSE**

(adopted by special resolution passed on 17 July 2019)

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**COMPANY NUMBER: 4120488**

**THE COMPANIES ACTS 1985 TO 2006**

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

**ARTICLES OF ASSOCIATION**

**OF**

**HELEN AND DOUGLAS HOUSE**

(adopted by special resolution passed on 17 July 2019)

**1. OBJECTS**

The objects of the Charity are the relief of sickness and stress and in particular

- 1 To provide palliative and supportive care to children and young people with life-shortening conditions in order to relieve sickness and stress and in particular to enable them to live as well and as fully as possible to the end of their lives, supporting their needs and wishes at the time of their death.
- 2 To promote the well-being of families and carers of children and young people with life-shortening conditions by providing counselling, practical support and bereavement care.

(the **Objects**)

**2. POWERS**

- 2.1. The Charity has the following powers, which may be exercised only in promoting the Objects

- 2.1.1. to run and establish hospice services including the running of a children's hospice called Helen House,
- 2.1.2. to provide advice,
- 2.1.3. to publish or distribute information,
- 2.1.4. to co-operate with other bodies,
- 2.1.5. to support, administer or set up other charities,



- 2.1.6. to raise funds,
- 2.1.7. to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 2.1.8. to acquire or hire property of any kind including leasehold property,
- 2.1.9. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 2.1.10. to make grants or loans of money and to give guarantees,
- 2.1.11. to set aside funds for special purposes or as reserves against future expenditure,
- 2.1.12. to deposit or invest funds in any manner \*but save in relation to common investment funds, to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification),
- 2.1.13. to delegate the management of investments to a financial expert, but only on terms that
  - (a) the investment policy is set down in writing for the financial expert by the Trustees,
  - (b) every transaction is reported promptly to the Trustees,
  - (c) the performance of the investments is reviewed regularly with the Trustees,
  - (d) the Trustees are entitled to cancel the delegation arrangement at any time,
  - (e) the investment policy and the delegation arrangement are reviewed at least once a year,
  - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt,
  - (g) the financial expert must not do anything outside the powers of the Trustees,
- 2.1.14. to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of



business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required,

- 2.1.15. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 2.1.16. subject to Article 3, to employ paid or unpaid agents, staff or advisors,
- 2.1.17. to enter into contracts to provide services to or on behalf of other bodies,
- 2.1.18. to establish subsidiary companies to assist or act as agents for the Charity,
- 2.1.19. to pay the costs of forming the Charity,
- 2.1.20. to do anything else within the law which promotes or helps to promote the Objects,
- 2.1.21. to provide indemnity insurance to cover the liability of the Trustees
  - (a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the company,
  - (b) to make contributions to the assets of the company in accordance with the provisions of Section 214 of the Insolvency Act 1986.

2.2. Any such insurance in the case of Article 2.1.21(a) shall not extend to

- (a) any liability resulting from conduct which the Trustees knew or must be assumed to have known, was not in the best interests of the Charity, or which the Trustees did not care whether it was in the best interests of the Charity or not,
- (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees,
- (c) any liability to pay a fine

2.3. Any insurance in the case of Article 2.1.21(b) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation

### **3. BENEFITS TO MEMBERS AND TRUSTEES**



- 3.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the member(s) of the Charity but
  - 3.1.1. members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
  - 3.1.2. members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
  - 3.1.3. members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
  - 3.1.4. individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 3.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 3.2.1. as mentioned in Articles 3.1.2, 3.1.3 or 3.3,
  - 3.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel) actually incurred in running the Charity,
  - 3.2.3. an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
  - 3.2.4. payment to any company in which a Trustee has no more than a 1 per cent shareholding,
  - 3.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 3.3. Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
  - 3.3.1. the goods or services are actually required by the Charity,
  - 3.3.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 3.4,
  - 3.3.3. no more than one half of the Trustees are subject to such a contract in any financial year



3.4. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

3.4.1. declare an interest at or before discussion begins on the matter,

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

3.4.3. not be counted in the quorum for that part of the meeting,

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

3.5. This Article may not be amended without the prior written consent of the Commission

#### **4. LIMITED LIABILITY**

The liability of the members is limited.

#### **5. GUARANTEE**

Each member promises, if the Charity is dissolved while he remains a member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

#### **6. DISSOLUTION**

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

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

6.1.2. directly for the Objects or charitable purposes within or similar to the Objects,

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

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

#### **7. MEMBERSHIP**



7.1. The members of the Charity shall be the Trustees for the time being. The only persons eligible to be members of the Charity are the Trustees. Membership of the Charity cannot be transferred to anyone else

7.2. Any member and Trustee who ceases to be a Trustee automatically ceases to be a member of the Charity

## **8. GENERAL MEETINGS**

8.1. A member is entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or to appoint a proxy to exercise all or any of his or her rights to attend and to speak and vote at a general meeting

8.2. There is a quorum at a general meeting if the number of members personally present or present by authorised representatives or proxies is at least 4 or 40% of the members if greater

8.3. The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting

8.4. Except where otherwise provided by the Companies Act, every resolution is decided by a majority of the votes cast

8.5. Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative or by proxy has one vote on each resolution

8.6. The Charity may pass written resolutions in the manner set out in the Companies Act

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

8.8. At an AGM the members

8.8.1. receive the accounts of the Charity for the previous financial year,

8.8.2. receive the Trustees' report on the Charity's activities since the previous AGM,

8.8.3. accept the retirement of those Trustees who wish to retire or who are retiring in accordance with Article 9.6

8.8.4. elect persons to be Trustees to fill the vacancies arising or as additional Trustees,

8.8.5. appoint auditors for the Charity,

8.8.6. may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity (or another appropriate title), and



- 8.8.7. discuss and determine any issues of policy or deal with any other business put before them

## **9. THE TRUSTEES**

- 9.1. The Trustees as charity trustees have control of the Charity and its property and funds
- 9.2. The Trustees consist of at least six and not more than fifteen individuals
- 9.3. The Charity may, by ordinary resolution, appoint any person who is willing to act as a Trustee provided that the number of Trustees does not exceed any maximum set by or in accordance with these Articles
- 9.4. The Trustees may at any time appoint any person who is willing to act as a Trustee to fill a vacancy in their number or as an additional Trustee provided that the number of Trustees does not exceed any maximum set by or in accordance with these Articles. Any Trustee so appointed holds office only until the next AGM (but shall be eligible for re-election at such AGM)
- 9.5. The Trustees shall use reasonable endeavours to ensure that one of their number shall also be a member of the chapter of All Saints Sisters of the Poor. Any such Trustee will be appointed and removed in the same way as the other Trustees
- 9.6. Each Trustee shall retire at the third AGM after the AGM at which they were appointed (or reappointed as the case may be), whether such appointment or reappointment was before, on or after the date of adoption of these Articles Subject to Article 9.7, a Trustee who retires at an AGM shall, if willing to act, be eligible for re-election at that AGM
- 9.7. Subject to Article 10.4, no person may serve as Trustee for more than three terms (whether or not consecutive) unless a period of 3 years has elapsed between their ceasing to be a Trustee and their reappointment as a Trustee. For the purposes of this Article a term is the period beginning on the date of the AGM at which a Trustee is appointed (or reappointed) and ending on the date of the third AGM following such appointment or reappointment. For the purposes of this Article 9.7, for those Trustees holding office at the date of adoption of these Articles, their first term ends on the first occasion on or after the date of adoption of these Articles at which they retire at an AGM in accordance with Article 9.6
- 9.8. No person may be appointed as a Trustee unless they have notified the Charity of their willingness to act or if they would be disqualified from acting under Articles 9.7, 9.9.1 or 9.9.2
- 9.9. A Trustee's term of office automatically terminates if he or she



- 9.9.1. is disqualified under the Charities Act 2011 or the Companies Act from acting as a charity trustee,
  - 9.9.2. is incapable, whether mentally or physically, of managing his or her own affairs,
  - 9.9.3. is absent from four consecutive meetings of the Trustees and the Trustees by resolve by majority vote to remove him,
  - 9.9.4. resigns by written notice to the Trustees (but only if at least four Trustees will remain in office),
  - 9.9.5. ceases to be a member of the Charity, or
  - 9.9.6. is removed by a resolution of the Trustees passed by at least 75% of the Trustees (excluding the Trustee who is to be removed) after the Trustees have invited the views of the Trustee concerned and considered the matter in the light of any such views
- 9.10. The Trustees may, by a resolution of the Trustees passed by at least 75% of the Trustees (excluding the Trustee who is to be suspended), suspend a Trustee from his or her role as one of the charity trustees of the Charity on grounds that such Trustee is or may become the subject of any investigation (whether carried out by the Charity or a third party) into any allegation relating to the conduct of that Trustee which, in the opinion of the Trustees, will, or may, bring the Charity into disrepute or be materially adverse to the interest of the Charity. Any suspension shall be for such period as the Trustees consider necessary for the matter in question to be investigated and, if appropriate, to consider the removal of the suspended Trustee under Article 9.9.6
- 9.11. During any period of suspension
- 9.11.1. the suspended Trustee shall not be entitled to receive notice of or attend any meeting of the Trustees or receive any information or documents relating to the Charity,
  - 9.11.2. the Trustees may exclude the suspended Trustee from any premises of the Charity, and
  - 9.11.3. the Trustees may require the suspended Trustee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, beneficiary, supplier or other contact of the Charity
- 9.12. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **10. PROCEEDINGS OF TRUSTEES**



- 10.1. The Trustees must hold at least two meetings each year
- 10.2. A quorum at a meeting of the Trustees is four Trustees
- 10.3. A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 10.4. The Trustees shall appoint one of their number to act as Chairman. The Chairman shall, unless the Trustees otherwise decide, hold office for a period of 3 years (subject to their being re-elected when required to stand for re-election in accordance with Article 9.6) If a Trustee is appointed as Chairman at a time when (by virtue of Article 9.7) their remaining permitted term of service as a Trustee is less than 3 years, the Trustees may determine to extend the Chairman's term of service as a Trustee so as to terminate on the expiry of their appointment as Chairman provided that no such extension may be for a period of more than 3 years
- 10.5. The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 10.6. Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 10.7. Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 10.8. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **11. POWERS OF TRUSTEES**

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

- 11.1. to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity in accordance with the Companies Act
- 11.2. to appoint a Chairman, Treasurer and other honorary officers from among their number,
- 11.3. to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees),
- 11.4. to make Standing Orders consistent with these Articles and the Companies Act to govern proceedings at general meetings,



- 11.5. to make Rules consistent with these Articles and the Companies Act to govern proceedings at their meetings and at meetings of committees,
- 11.6. to make Regulations consistent with these Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any),
- 11.7. to establish procedures to assist the resolution of disputes within the Charity,
- 11.8. to exercise any powers of the Charity which are not reserved to a general meeting

## **12. RECORDS & ACCOUNTS**

- 12.1. The Trustees must comply with the requirements of the Companies Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
  - 12.1.1. annual reports,
  - 12.1.2. annual returns,
  - 12.1.3. annual statements of account
- 12.2. The Trustees must keep proper records of
  - 12.2.1. all proceedings at general meetings,
  - 12.2.2. all proceedings at meetings of the Trustees,
  - 12.2.3. all reports of committees, and
  - 12.2.4. all professional advice obtained
- 12.3. Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 12.4. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

## **13. NOTICES**



- 13.1. Notices under these Articles may be sent by hand, or by post or in electronic form
- 13.2. The only address at which a member is entitled to receive notices is the address shown in the register of members or an address given by the member to the Charity to which notices can be sent in electronic form
- 13.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 13.3.1. 24 hours after being sent in electronic form or delivered by hand to the relevant address,
- 13.3.2. two clear days after being sent by first class post to that address,
- 13.3.3. five clear days after being sent by second class or overseas post to that address,
- 13.3.4. on being handed to a member,
- 13.3.5. if earlier, as soon as the member acknowledges actual receipt
- 13.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

#### **14. INTERPRETATION**

In these Articles

**AGM** means an annual general meeting of the Charity,

**Articles** means these articles of association,

**authorised representative** means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

**Chairman** means the chairman of the Trustees,

**Charity** means the company governed by these Articles,

**charity trustee** has the meaning prescribed by section 177 of the Charities Act 2011,

**Commission** means the Charity Commissioners for England and Wales,

**Companies Act** means the Companies Act 2006,

**financial expert** means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000,



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

**member** and **membership** refer to membership of the Charity,

**month** means calendar month,

**Objects** means the Objects of the Charity as defined in Article 1,

**Secretary** means the Secretary of the Charity,

**Trustee** means a director of the Charity and '**Trustees**' means all of the directors,

**written** or **in writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, and

**year** means calendar year

- 14.1. Expressions defined in the Companies Act have the same meaning in these Articles
- 14.2. References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it



CC03

Statement of compliance where amendment of  
articles restricted



Companies House

☒ What this form is for

You may use this form to state that  
the restrictions to change articles  
have been observed.

☒ What this form is NOT for

You cannot use this form for  
notifying a change of articles  
if the articles are not restricted.

**1** Company details

Company number 0 4 1 2 0 4 8 8

Company name in full HELEN & DOUGLAS HOUSE

→ Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2** Statement of compliance <sup>1</sup>

The above company certifies that the amendment has been made in accordance  
with the company's articles and, where relevant, any applicable order of a court  
or other authority.

**1 Please note:**

This form must accompany the  
document making or evidencing the  
amendment.

**3** Signature

I am signing this form on behalf of the company.

Signature

Signature

X *A. - [Signature]* X

**2 Societas Europaea**

If the form is being filed on behalf  
of a Societas Europaea (SE) please  
delete 'director' and insert details  
of which organ of the SE the person  
signing has membership.

**3 Person authorised**

Under either section 270 or 274 of  
the Companies Act 2006.

This form may be signed by:

Director <sup>2</sup>, Secretary, Person authorised <sup>3</sup>, Liquidator, Administrator,  
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver  
and manager, CIC manager, Judicial factor.



CC03

## Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Mike Cooper**

Company name **Coffin Mew LLP**

Address **Radnor House**

**28 Bartholomew Street**

Post town **Newbury**

County/Region **Berkshire**

Postcode **R G 1 4 5 E U**

Country **United Kingdom**

DX **30802 NEWBURY**

Telephone **01635 917 307**

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

**Important information**

**Please note that all information on this form will appear on the public record.**

**Where to send**

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**