

2203074

**COMPANIES ACTS 1985 & 1989**

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

**MEMORANDUM OF ASSOCIATION OF  
CRANLEIGH VILLAGE HOSPITAL TRUST**



**1. NAME**

The name of the Company is Cranleigh Village Hospital Trust ("the Charity").

**2. REGISTERED OFFICE**

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

**3. OBJECTS**

The Charity's objects ("the Objects") are for the relief of sickness and for the protection and preservation of public health in Cranleigh, Surrey and the surrounding area within the area covered by the Waverley Primary Care Group and in such other areas as the Trustees think fit ("the area of benefit") in particular by providing or assisting in the provision (through the purchasing, owning, leasing, running, maintaining or other involvement) of a hospital in Cranleigh being the Cranleigh Village Hospital, Cranleigh, Surrey and/or any affiliated, replacement or successor hospital thereto in Cranleigh ("the Hospital") as a local hospital, nursing home, old peoples home, health care and clinic of all kinds for the provision of in patient or out patient, medical, social, domestic and other facilities and equipping for the recuperation, care, attention, entertainment and well being of the residents or patients therein.

**4. POWERS**

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

- 4.1 To develop, fit up, furnish, refurbish and equip the Hospital and any other property for the purposes of accommodating the sick, convalescent or elderly persons or person from the said Primary Care Group area or otherwise, requiring treatment or care of every kind
- 4.2 To provide ancillary, community and consultancy services in connection with any such purposes aforesaid and to engage in the marketing of the same

- 4.3 To treat patients and residents being referred to the Hospital by Medical Practitioners based in the Waverley Primary Care Group area and such other additional areas as the Trustees think fit.
- 4.4 To promote or carry out research
- 4.5 To provide advice
- 4.6 To publish or distribute information
- 4.7 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or similar charitable purposes and to exchange information and advice with them
- 4.8 To support, administer or set up other charities and to aid in the establishment and support of any other association or entity formed to promote all or any of the principal objects and to subscribe to any local or other charities and to grant donations for any public purpose
- 4.9 To raise funds and to invite and receive contributions provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations notwithstanding that the Charity may undertake such trading activities in furtherance of its Objects or in activities ancillary to these
- 4.10 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.11 To acquire or hire land and property of any kind and to develop, alter, and improve (subject to such consents as may be required by law)
- 4.12 To let, charge or otherwise dispose of land or property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.13 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity
- 4.14 To make grants or loans of money and to give guarantees
- 4.15 To set aside funds for special purposes or as reserves against future expenditure

- 4.16 To deposit or invest funds in any manner and to hold shares in any other organisation (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.17 To delegate the management of investment to a financial expert, but only on terms that:
  - 4.17.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.17.2 every transaction is reported to the Trustees
  - 4.17.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.17.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.17.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.17.6 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
  - 4.17.7 the financial expert must not do anything outside the powers of the Trustees
- 4.18 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.19 To insure the land and property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.20 To insure the Trustees against the costs of a successful defence to civil or criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.21 To employ such staff, who shall not be directors of the Charity, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision therefor
- 4.22 To enter into contracts to provide service to or on behalf of other bodies

- 4.23 To establish subsidiary companies to assist or act as agents for the Charity
- 4.24 To pay the costs of forming the Charity
- 4.25 To do anything else within the law which promotes or helps to promote the Objects

## **5. SUBCONTRACTING SERVICES**

The Trustees shall have power to enter into any contract with the local health authority, National Health Service Trust or other medical service provider for the purpose of providing to the Hospital the following resources:-

- 5.1 medical, care, and ancillary staff
- 5.2 medical equipment including medication of all descriptions
- 5.3 catering services and equipment
- 5.4 administration services
- 5.5 maintenance equipment and services
- 5.6 any other equipment and services ancillary to the running of a hospital and/or a nursing home and the care of the residents and patients therein

## **6. DELEGATION**

- 6.1 The Trustees without derogating from their responsibilities may delegate the referral and admission of patients and residents to the Hospital to the local health authority, local general medical practitioners or such other body which has the necessary medical experience and expertise to make such decisions
- 6.2 The Trustees may allocate such numbers of beds in the Hospital for the patients or residents as may be referred to the Hospital by the bodies referred to in clause 6.1 as the Trustees see fit

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

- 7.1** The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
  - 7.1.1** members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplies
  - 7.1.2** members (including Trustees) may be paid interest at a rate not exceeding 2% less than the published base lending rate of a clearing bank selected by the Trustees on money lent to the Charity
  - 7.1.3** members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.
  - 7.1.4** individual members (including Trustees) may receive charitable benefits as beneficiaries
- 7.2** A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 7.2.1** as mentioned in clauses 4.19, 7.1.2, 7.1.3 or 7.1.4
  - 7.2.2** reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity or attending Charity business
  - 7.2.3** an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - 7.2.4** payment to any company in which a Trustee has no more than a 1 per cent shareholding
  - 7.2.5** in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 7.3** 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:
  - 7.3.1** declare an interest at or before discussion begins on the matter
  - 7.3.2** withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 7.3.3** not be counted in the quorum for that part of the meeting
  - 7.3.4** withdraw during the vote and have no vote on the matter

- 7.4 This clause may not be amended without the prior written consent of the Commission

## **8. LIMITED LIABILITY**

The liability of the members is limited

## **9. GUARANTEE**

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

## **10. DISSOLUTION**

- 10.1 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:

- 10.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; or by transfer to the relevant authority who is entrusted with the statutory obligation to provide medical care to the community
- 10.1.2 directly for the Objects or charitable purposes within or similar to the Objects
- 10.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

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

## **11. INTERPRETATION**

- 11.1 Words and expressions defined in the Articles have the same meaning in this Memorandum
- 11.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it