

COMPANY NUMBER: 04268723

CHARITY NUMBER: 1088739

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

THE ART ROOM (OXFORD)

(the "Company")

Pursuant to Section 30, Companies Act 2006

Passed on 29 November 2017

On 29 November 2017, the following special written resolution in writing was duly passed by more than 75% of the members of the Company who were, at the date thereof, entitled to attend and vote at a general meeting of the Company pursuant to ss. 288 to 300 Companies Act 2006.

SPECIAL RESOLUTION

THAT the Articles of Association contained in the document attached to this resolution and for the purposes of identification marked 'A' are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

.....*J Lloyd Jones*.....

Chairman

Mr. J Lloyd-Jones

WEDNESDAY



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A12 06/12/2017 #258
COMPANIES HOUSE

'A'

Company number. 4268723

Charity number: 1088739

Companies Acts 1985 to 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF
THE ART ROOM (OXFORD)**

Incorporated on 10 August 2001

As amended by Special Resolutions dated 20 May 2014 and 29 November 2017

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION OF

THE ART ROOM (OXFORD)

1 OBJECTS

1.1 The objects of the Charity are ("the Objects") the advancement of education through the provision of art-therapy in a highly supportive environment, for children experiencing learning, behavioural, and other difficulties, as an addition to their daily school experience. The Charity's activities are designed to:

- Raise children's self-esteem, self-confidence and independence.
- Help children modify the behaviour which threatens their education.
- Offer positive support in a child's overall development, and enhance the development of life skills.
- Reduce the likelihood of exclusion from school.
- Enable children to fully engage in their school.

1.2 Throughout the Articles 'charitable' means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the constitution of the charity is the law of England and Wales.

2 POWERS

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

- 2.1 to provide advice or information;
- 2.2 to carry out research,
- 2.3 to co-operate with other bodies;
- 2.4 to support, administer or set up other charities;
- 2.5 to accept gifts and to raise funds (but not by means of taxable trading unless such trading does not involve significant risk to the resources of the Charity);
- 2.6 to borrow money;

- 2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.8 to acquire or hire property of any kind;
- 2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.12 to delegate the management of investments to a financial expert, but only on terms that:
 - 2.12.1 the investment policy is set down in writing for the financial expert by the Trustees,
 - 2.12.2 timely reports of all transactions are provided to the Trustees;
 - 2.12.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.12.5 the investment policy and the delegation arrangement are reviewed at least once a year,
 - 2.12.6 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; and
 - 2.12.7 the financial expert must not do anything outside the powers of the Charity;
- 2.13 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.16 to insure the Trustees against the costs of a successful defence to a 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,
- 2.17 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 2.18 to enter into contracts to provide services to or on behalf of other bodies;

- 2.19 to establish or acquire subsidiary companies;
- 2.20 notwithstanding the provisions of Articles 2.1 to 2.19 (inclusive), to do anything within the law which promotes or helps to promote, or is incidental to, the Objects.

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 Trustees are elected by the Members in accordance with byelaws to be adopted by the Trustees from time to time or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least three individuals over the age of 18, all of whom must support the Objects. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.4 A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.5 One third (or the number nearest one third) of the Trustees must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.6 A retiring Trustee who is eligible under Article 3.3 may be reappointed.
- 3.7 A Trustee's term of office as such automatically terminates if he/she:
 - 3.7.1 is disqualified under the Charities Act from acting as a charity trustee;
 - 3.7.2 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 3.7.3 is absent without permission from all meetings of the Trustees held within a period of six months and is asked by a majority of the other Trustees to resign; or
 - 3.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office).
- 3.8 If a Trustee ceases to be a Trustee for any reason, he, she or it shall cease to be a member of any committee of the Trustees.
- 3.9 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only for one year.
- 3.10 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.

4 TRUSTEES' PROCEEDINGS

- 4.1 The Trustees must hold at least three meetings each year

- 4.2 A quorum at a meeting of the Trustees may be fixed by the Trustees but shall be at least two or one third of the Trustees (if greater).
- 4.3 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 but at least one meeting in each year must be held in person.
- 4.4 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.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

Trustees' appointments

- 4.8 Subject to the provisions of the Companies Act and Article 6, the Trustees may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he/she ceases to be a Trustee. A managing director and a Trustee holding any other executive office shall not be subject to retirement by rotation.
- 4.9 Except to the extent permitted by Article 6, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

5 TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act
- 5.2 To appoint a Chairman, a Treasurer and other honorary officers from among their number.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.

- 5.5 To make rules any bye laws consistent with the Articles and the Companies Act to govern *their proceedings and proceedings of committees.*
- 5.6 To make regulations consistent with the Articles and the Companies Act to govern the *administration of the Charity and the use of its seal (if any).*
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Charity
- 5.8 To exercise any powers of the Charity which are not reserved to Members of the Charity.

6 BENEFITS TO MEMBERS AND TRUSTEES

- 6.1 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:
 - 6.1.1 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;
 - 6.1.2 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 6.1.3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 6.1.4 individual Members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 6.2.1 as mentioned in Articles 2.16, 6.1.2, 6.1.3 or 6.3;
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel actually incurred in running the Charity),
 - 6.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 6.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding;
 - 6.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 6.3 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:
 - 6.3.1 the goods or services are actually required by the Charity;

- 6.3.2 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 6.4;
- 6.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.
- 6.4 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:
 - 6.4.1 declare an interest at or before discussion begins on the matter,
 - 6.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 6.4.3 not be counted in the quorum for that part of the meeting,
 - 6.4.4 withdraw during the vote and have no vote on the matter.
 - 6.4.5 This clause may not be amended without the prior written consent of the Commission.

6A CONFLICTS

- 6A.1 Notwithstanding the provisions of Article 6.4 when any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the matter giving rise to the conflict of interest and authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
 - 6A.1.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 6A.1.2 disclose to a third party information confidential to the Charity, or
 - 6A.1.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or benefit or
 - 6A.1.4 refrain from taking any step required to remove the conflict

provided that no authorisation may be given under this Article 6A.1 which will allow a Conflicted Trustee or a Connected Person to receive a benefit which is not otherwise authorised by these Articles or the Companies Act.

7 RECORDS AND ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- 7.1.1 *annual returns;*
 - 7.1.2 *annual reports, and*
 - 7.1.3 *annual statements of account*
- 7.2 The Trustees must also keep records of
 - 7.2.1 *all proceedings at meetings of the Trustees;*
 - 7.2.2 *all resolutions in writing;*
 - 7.2.3 *all reports of committees; and*
 - 7.2.4 *all professional advice obtained.*
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8 MEMBERSHIP

- 8.1 The Charity must maintain a register of Members.
- 8.2 The subscribers to the Memorandum are the first Members.
- 8.3 Membership is open to any individual or corporate body interested in furthering the Objects and approved by the Trustees. The Trustees shall have absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to assign any reason for its decision.
- 8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.5 Membership is not transferable, except with the approval of the Trustees.
- 8.6 A Member may resign from membership of the Charity by giving notice to the Charity in writing. A Member who ceases, for whatever reason, to be a member of the Charity shall not have any claim, monetary or otherwise, upon the Charity, its funds or its property, in relation to the Member's capacity as a Member.

9 GENERAL MEETINGS

- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).

- 9.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two Members or one third of the Members (if greater), unless there is only one Member, in which case one Member shall constitute a quorum
- 9.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.8 The Charity may (but need not) hold an AGM in any year.
- 9.9 Members must annually:
- 9.9.1 receive the accounts of the Charity for the previous financial year;
 - 9.9.2 receive a written report on the Charity's activities;
 - 9.9.3 be informed of the retirement of any Trustees who wish to retire or who are retiring by rotation,
 - 9.9.4 elect Trustees to fill the vacancies arising;
 - 9.9.5 appoint reporting accountants or auditors for the Charity;
- 9.10 Members may also from time to time
- 9.10.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - 9.10.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Members, at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10 LIMITED LIABILITY

10.1 The liability of Members is limited.

11 GUARANTEE

11.1 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

11.1.1 *payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;*

11.1.2 *payment of the costs, charges and expenses of winding up; and*

11.1.3 *the adjustment of rights of contributors among themselves.*

12 COMMUNICATIONS

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

12.1.1 *by hand;*

12.1.2 *by post; or*

12.1.3 *by suitable electronic means.*

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

12.3.1 *24 hours after being sent by electronic means or delivered by hand to the relevant address;*

12.3.2 *two clear days after being sent by first class post to that address,*

12.3.3 *three clear days after being sent by second class or overseas post to that address,*

12.3.4 *immediately on being handed to the recipient personally; or, if earlier,*

12.3.5 *as soon as the recipient acknowledges actual receipt*

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13 DISSOLUTION

13.1 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;

- 13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 13.1.2 directly for the Objects or charitable purposes within or similar to the Objects;
- 13.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

13.3 Nothing in the Articles shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

14 POWER TO PURCHASE INSURANCE

14.1 To the extent permitted by the Companies Act and the Charities Act, and notwithstanding the provisions of Articles 2.15 and 2.16, the Trustees may exercise all the powers of the Charity to purchase and maintain insurance for the benefit of a person who is or was a Trustee or a Secretary (if any) of the Charity or of a body corporate carrying on any activities on behalf of the Charity, indemnifying him, her or it and keeping him, her or it indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Charity.

15 INTERPRETATION

15.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity. The provisions contained in Table C and in any other Table C applicable to the Charity under any former enactment, do not apply as the articles of association of the Charity.

15.2 In the Articles, unless the context indicates another meaning:

AGM	means an annual general meeting of the Charity;
the Articles	means the Charity's Articles of Association and 'Article' refers to a particular Article;
Chairman	means the chairman of the Trustees;
the Charity	means the company governed by the Articles;
the Charities Act	means the Charities Act 2011;
charity trustee	has the meaning prescribed by the Charities Act,
clear day	does not include the day on which notice is given or the day of the meeting or other event;
the Commission	means the Charity Commission for England and Wales

	or any body which replaces it;
the Companies Act	means the Companies Act 2006;
Conflicted Trustee	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance), or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
Connected Person	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
constitution	means the Memorandum and the Articles and any special resolutions relating to them;
custodian	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
electronic means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
financial expert	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,
financial year	means the Charity's financial year;
firm	includes a limited liability partnership;
indemnity insurance	has the meaning prescribed by the Charities Act,
Member and Membership	refer to a member or membership of the Charity (as the case may be);
Memorandum	means the Charity's Memorandum of Association;

month	<i>means calendar month;</i>
nominee company	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;
the Objects	means the Objects of the Charity as defined in Article 1;
resolution in writing	means a written resolution of the Trustees;
Secretary	means a company secretary;
special resolution	means a resolution of which at least 14 days' notice has been given and agreed by a majority of the Members representing not less than 75% of the total voting rights held by those present and voting at a general meeting or in the case of a written resolution by Members who together hold not less than 75% of the total voting power. Where applicable, 'Members' in this definition means a class of Members;
Table C	means Table C in the schedule to The Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) (as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No 1052), The Companies (Tables A to F) (Amendment) Regulations 2007 (S.I. 2007 No. 2541) and The Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (S.I. 2007 No. 2826));
taxable trading	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax,
Trustee	means a director of the Charity and 'Trustees' means the directors but where a Trustee is a corporate body Trustee includes where appropriate the named representative of the Trustee;
written or in writing	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper,

written resolution

refers to an ordinary or a special resolution which is in writing; and

year

means calendar year.

15.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

15.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.