

COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
OUT THERE SUPPORTING FAMILIES OF PRISONERS LIMITED

1. INTRODUCTION

- 1.1 The articles constituting Schedule 1 to the Companies (Model Articles) Regulations 2008 shall not apply.

2. INTERPRETATION

In these Articles:

Act means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

Address includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

these Articles means these articles of association;

British Province means the British Province of the Congregation;

Chairperson means the Trustee elected under article 10.4 to chair Trustees' meetings and other meetings as laid out in these Articles;

Charities Act means the Charities Acts 1992 to 2011, including any statutory modifications or re-enactment thereof for the time being in force;

Charity means the company governed by these Articles;

Charity Trustee has the meaning prescribed by section 177 of the Charities Act 2011;

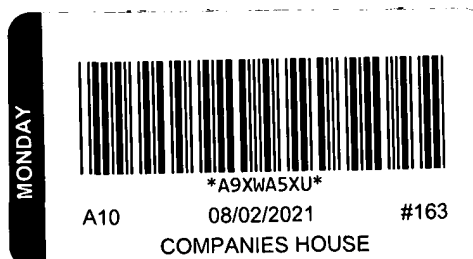
Circulation Date subject to the Act, means the date on which copies of a written resolution are sent or submitted to the Member;

Clear Day means 24 hours from midnight following the relevant event;

the Commission means the Charity Commission for England and Wales or any body which replaces it;

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 stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

Congregation means the voluntary association of religious people known as the Congregation of The Daughters of Charity of St Vincent de Paul;



Connected Person means, in relation to a Trustee, a person or organisation connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act 2011;

DCSVP Services means The Daughters of Charity of St. Vincent De Paul Services, or such other name by which the company is known, registered as company number 7638065;

Electronic Form and **Electronic Means** have the meanings respectively prescribed to them in the Companies Act 2006;

Eligible Member subject to the Act, means the Member who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted for agreement on the Circulation Date of the resolution;

executed includes any mode of execution;

ex officio means by virtue of office or position;

Financial Expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

firm includes Limited Liability Partnership;

First Trustee Meeting means the first Trustee meeting to be held in each financial year of the Charity;

Hard Copy Form has the meaning prescribed by the Companies Act 2006; **Member** and **Membership** refer to company membership of the Charity; **Memorandum** means the Charity's memorandum of association;

month means calendar month;

Objects means the Objects of the Charity as defined in article 3 of the Articles, **Provincial** means the person for the time being holding the office of Provincial of the British Province and includes any person who under the constitutions of the Congregation is for the time being entitled to exercise the functions of the Provincial;

Roman Catholic means in communion with the See of Rome;

Secretary means the Secretary of the Charity;

Taxable Trading means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

Trustee means a director of the Charity and **Trustees** means 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, without limitation by, Hard Copy, Electronic Means or otherwise; and

year means calendar year.

- 2.1 Expressions not otherwise defined which are defined in the Act have the same meaning.
- 2.2 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.

3. OBJECTS

The objects for which the Charity is established are:

- 3.1 To promote and advance the relief of poverty in the area known as Manchester City and Greater Manchester by such means as the Trustees shall in their absolute discretion determine, in particular by:
 - 3.1.1 promoting and protecting mental health and social well being of wives, husbands, partners, families, children and dependants of persons who have a legal restriction of their liberty;
 - 3.1.2 eliminating social exclusion of groups and individuals through early intervention and self-help initiatives;
 - 3.1.3 facilitating and maintaining support groups offering advice, information, advocacy, domiciliary visits, referral to other agencies, and working for justice and human rights for the aforesaid individuals or families as appropriate;
 - 3.1.4 extending this service beyond Greater Manchester to other cities in the UK.
- 3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

4. POWERS

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

- 4.1 to promote or carry out research surveys, studies or other work, making the useful results available;
- 4.2 to provide advice;
- 4.3 to provide, publish or distribute information;
- 4.4 to co-operate with other bodies;
- 4.5 to support, administer or set up other charities;
- 4.6 to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.7 to receive and administer bequests and donations;
- 4.8 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.9 to acquire or hire property of any kind;
- 4.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.11 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.12 to set aside funds for special purposes or as reserves against future expenditure;

- 4.13 to deposit or invest in 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) provided that the Charity shall have power to retain any investments donated to it;
- 4.14 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.14.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.14.2 timely reports of all transactions are provided to the Trustees;
 - 4.14.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.14.6 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;
 - 4.14.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.15 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;
- 4.16 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.17 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.18 to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in article 4.19 of this article, but subject to the restrictions specified in article 4.20;
- 4.19 The liabilities referred to in article 4.18 are
 - 4.19.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - 4.19.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);
- 4.20 The following liabilities are excluded from article 4.19.1:
 - 4.20.1 fines;
 - 4.20.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - 4.20.3 liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not;
- 4.21 There is excluded from article 4.19.2 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or

reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;

- 4.22 subject to article 5 to employ paid or unpaid agents staff or advisers;
- 4.23 to enter into contracts to provide services to or on behalf of other bodies;
- 4.24 to establish or acquire subsidiary companies;
- 4.25 to pay the costs of forming the Charity; and
- 4.26 to do anything else within the law which promotes or helps to promote the Objects.

5. BENEFITS AND CONFLICTS FOR THE MEMBER AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Member but:
 - 5.1.1 The Member may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied, and subject to compliance with article 5.3;
 - 5.1.2 The Member, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 The Member, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 5.1.4 The Member, Trustees and Connected Persons who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in articles 4.18 – 4.21, 5.1.2, 5.1.3 or 5.1.4;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Act, to the approval or affirmation of the Member).
- 5.3 Subject to article 5.4 and 5.7 any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.3.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.3.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.3.3 not be counted in the quorum for that part of the meeting; and

- 5.3.4 be absent during the vote and have no vote on the matter.
- 5.4 Subject to article 5.7 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 Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
- 5.4.1 to continue to participate in discussions leading to the making of a decision and or to vote; or
- 5.4.2 to disclose information confidential to the Charity to a third party; or
- 5.4.3 to 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 material benefit from the Charity, or to refrain from taking any step required to remove the conflict.
- 5.5 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with article 5.3 and then withholds such confidential information from the Charity.
- 5.6 For any transaction or arrangement authorised under articles 4.18 to 4.21, 5.1.2 to 5.1.4 and 5.2, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied. provided the relevant provisions of article 5.3 have been followed.
- 5.7 For the avoidance of doubt any Trustee who is a member of the Congregation may be housed, maintained and cared for by the Charity to the same extent as any other member of the Congregation who is not a Trustee and would not thereby become a Conflicted Trustee.
- 5.8 This article may not be amended without the prior written consent of the Commission.
- 6. MEMBERSHIP**
- 6.1 The Charity must maintain a register of Members.
- 6.2 The sole Member of the Charity shall be DCSVP Services, represented by the Trustees for the time being of DCSVP Services.
- 6.3 Membership is terminated if the Member, being a sole corporate entity, ceases to exist, in which event the Provincial may appoint an alternative Member.
- 6.4 Membership of the Charity is not transferable.
- 7. LIMITED LIABILITY**
- The liability of the Member is limited.
- 8. GUARANTEE**
- The Member promises if the Charity is dissolved while it remains the Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Charity while it was the Member.
- 9. GENERAL MEETINGS OF THE MEMBER**
- 9.1 General meetings**
- The Member is entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from the Member.

9.2 Notice

- 9.2.1 Subject to article 9.2.2, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted; and notifying the Member of its right to appoint a proxy.
- 9.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.
- 9.2.3 Notice of general meetings should be given to the Member and Trustees, and to the Charity's auditors.
- 9.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

9.3 Quorum of the Member's meetings

- 9.3.1 No business shall be transacted at any meeting unless a quorum is present there is a quorum at a general meeting if the Member is present in person (by a duly appointed representative) or by proxy.
- 9.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

9.4 Chairperson of the Meeting

- 9.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by the Member presides at a general meeting.

9.5 Adjournment

- 9.5.1 The Chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the Member), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

9.6 Written Resolutions

Subject to the provisions of the Act:

- 9.6.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members provided that if the Member is the sole Member it may pass such a resolution solely.
- 9.6.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution provided that if the Member is the sole Member it may pass such a resolution solely.
- 9.6.3 A resolution of the Member under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.

- 9.6.4 A copy of the written resolution must be sent to the Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 9.6.5 The Member indicates its agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating its agreement to it:
- (a) by the Member's signature if the document is in Hard Copy Form; or
 - (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
- 9.6.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

10. THE TRUSTEES

- 10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 10.2 The Trustees shall be appointed in writing by the Member and shall when complete comprise at least two members of the Congregation and not more than half the total number of Trustees shall be members of the Congregation.
- 10.3 Trustees shall be appointed for a term of three years and may thereafter be reappointed but no trustee shall serve for a continuous period exceeding nine years and thereafter may not be reappointed for a period of one year following such nine year period.

10.4 The Chairperson of the Trustees shall be elected by the Trustees from the Trustees. The Chairperson shall serve a three year term and may be re-elected.

- 10.5 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 10.6 A Trustee's term of office automatically terminates if he or she:
- 10.6.1 is disqualified under the Chanties Act from acting as a Charity Trustee;
 - 10.6.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 10.6.3 resigns by written notice to the Member (but only if at least two Trustees will remain in office); or
 - 10.6.4 is removed by the Member after inviting the views of the Trustee concerned and considering the proposed removal in the light of any such views.
- 10.7 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.

11. PROCEEDINGS OF TRUSTEES

Trustee meetings

- 11.1 The Trustees must hold at least two meetings each year.

Quorum of the Trustee meetings

- 11.2 A quorum at a meeting of the Trustees is three Trustees and shall include at least one member of the Congregation.

Procedure and Voting

- 11.3 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 simultaneously.
- 11.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Member presides at each meeting.
- 11.5 Every 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 and will be treated as passed on the date of the last signature.
- 11.6 Except for the Chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 11.7 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of article 5 of the Articles.
- 11.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12. POWERS OF TRUSTEES

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

- 12.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity;
- 12.2 to appoint a Treasurer and other honorary officers from among their number;
- 12.3 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);
- 12.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 12.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 12.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
- 12.7 to establish procedures to assist the resolution of disputes within the Charity;
- 12.8 to exercise any powers of the Charity which are not reserved to the Members; and
- 12.9 to change the name of the Charity, provided the Members give their consent to the change.

13. RECORDS & ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 13.1.1 annual reports;
 - 13.1.2 annual returns; and
 - 13.1.3 annual statements of account.
- 13.2 The Trustees must keep records of:
- 13.2.1 all proceedings at general meetings;
 - 13.2.2 all proceedings at meetings of the Trustees;
 - 13.2.3 all reports of committees; and
 - 13.2.4 all professional advice obtained.
- 13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee or the Member at any reasonable time during normal office hours.
- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or the Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

14. MEANS OF COMMUNICATION TO BE USED

(In this Article **Document** includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 14.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 14.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 14.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 14.4 The Charity may deliver a Document to the Member:
- 14.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
 - 14.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
 - 14.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
 - 14.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;

- 14.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
- 14.4.6 by advertisement in at least two national newspapers.
- 14.5 This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.
- 14.6 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 14.7 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
 - 14.7.1 forty eight hours after it was posted, if first class post was used; or
 - 14.7.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

 - 14.7.3 properly addressed; and
 - 14.7.4 put into the post system or given to delivery agents with postage or delivery paid.
- 14.8 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.
- 14.9 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 14.10 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 14.11 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.
- 14.12 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.
- 14.13 The Member present in person or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 14.14 If the Member does not register an address with the Charity or register only a postal address that is not within the United Kingdom they shall not be entitled to receive any notice from the Charity.

15. INDEMNITY

Subject to the provisions of the Act every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Charity.

16. DISSOLUTION

- 16.1 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 as the Member may decide:
 - 16.1.1 by transfer to DCSVP Services for its exclusively charitable purposes or any other body established for exclusively charitable purposes in connection with the advancement of the Objects; or
 - 16.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects.
- 16.2 A final report and statement of account must be sent to the Commission.