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COMPANIES HOUSE

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF LEWIS-MANNING HOSPICE CARE, COMPANY NO. 06278709

1. INTERPRETATION

1.1 The Articles are to be interpreted without reference to the Model Articles under the Companies Act, which do not apply to the Charity.

1.2 In the Articles, unless the context indicates another meaning, the terms listed at the end of this document shall have the meanings given there.

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

1.4 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.

2. OBJECTS

2.1 The Objects of the Charity are for the public benefit and specifically restricted as follows: TO PROMOTE THE RELIEF OF SICKNESS BY SUCH CHARITABLE MEANS AS THE CHARITY SHALL FROM TIME TO TIME THINK FIT in particular, but not exclusively, by:

2.1.1 establishing, maintaining and conducting a respite care centre and hospice to be known as Lewis-Manning Hospice Care;

2.1.2 establishing, maintaining and conducting other hospitals, residential nursing homes and clinics in England or Wales for the reception and care of persons who are suffering from any illness, disability, disease or other infirmity whether physical or mental and by providing medical or other treatment and attention for any such persons as aforesaid;

2.1.3 promoting or assisting in the education, teaching, or training of healthcare professionals;

2.1.4 conducting or promoting research into the care and treatment of persons suffering from any illness, disability, disease or infirmity and particularly into the care and treatment of persons suffering from cancer or terminal illnesses and to disseminate the results thereof to the public;

2.1.5 promoting or assisting in the provision of spiritual help and guidance to improve the wellbeing and quality of life of any persons resident (whether as day patients or otherwise) or working in any such centre, hospice, hospital or home as aforesaid.

3. POWERS

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

3.1.1 to do anything within the law which promotes or helps to promote the Objects;

3.1.2 to operate nursing, hospice and clinical facilities and services;

3.1.3 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;

3.1.4 to provide advice or information;

3.1.5 to carry out research;

3.1.6 to co-operate with other bodies;

3.1.7 to support, administer or set up other charities;

3.1.8 to act as a Charity Trustee of a charitable trust;

3.1.9 to acquire, merge with or enter into any partnership or joint venture arrangement with any other body for the purposes of any of the Objects;

3.1.10 to convert to a charitable incorporated organisation;

3.1.11 to accept or refuse gifts and donations and to raise funds (but not by means of Taxable Trading);

3.1.12 to borrow money;

3.1.13 to give security, including but not limited to guarantees, for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

3.1.14 to acquire or hire property of any kind;

3.1.15 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

3.1.16 to set aside funds for special purposes or as reserves against future expenditure;

3.1.17 to deposit or invest its funds in any manner including without limitation with a view to:

a. directly furthering the Charity's purpose;

b. achieving a financial return for the Charity; or

c. achieving both of the objectives described at a.17(a) and 3.1.17(b) above in accordance with and provided that the Trustees comply with their duties under Part 14A of the Charities Act,

(but to invest wholly or partly with a view to achieving a financial return 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);

3.1.18 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. timely reports of all transactions are provided 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; and

g. the Financial Expert must not do anything outside the powers of the Charity;

3.1.19 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;

3.1.20 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;

3.1.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

3.1.22 to provide Indemnity Insurance for the Trustees and officers of the Charity in accordance with the restrictions imposed by the Charities Act;

3.1.23 subject to Article 14.3, to employ or engage paid or unpaid agents, staff or advisers and where appropriate:

a. to provide for them to benefit under pension and other staff benefit arrangements for them and their dependants; and

b. to enter into compromise and settlement arrangements with them;

3.1.24 to enter into contracts and agreements of any kind, including without limitation contracts to provide services to or on behalf of other bodies; and

3.1.25 to establish or acquire subsidiaries.

4. THE TRUSTEES (ALSO CALLED DIRECTORS)

4.1 The Trustees as Charity Trustees and company directors have general control and management of the administration of the Charity and its property and funds.

4.2 The Charity must maintain a register of Trustees (which may be called a register of directors).

5. NUMBER OF TRUSTEES

5.1 There shall be at least three and not more than twelve Trustees all of whom must at the time of their appointment meet the eligibility criteria set by the Trustees from time to time and must not be subject to automatic termination of their trusteeship under Article 7.1.

5.2 If the number of Trustees falls below three, the remaining Trustees may only act to appoint further Trustees as required.

6. APPOINTMENT OF TRUSTEES

6.1 Trustees are to be appointed by the Trustees in accordance with Articles 6.3 to **Error! Reference source not found.**4. In accordance with Article 18.2, the Trustees shall become Members by virtue of their appointment as Trustees.

6.2 A Trustee may not act as a Trustee until they have expressly acknowledged, in whatever way the Trustees decide, their acceptance of the office of Trustee and confirmation that they meet the eligibility criteria and are not subject to automatic termination of their trusteeship under Article 7.1.

6.3 Trustees shall be appointed for terms of three years and a Trustee who has served their term must retire at the next Annual Trustees' Appointment Meeting that occurs nearest to the expiry of their term.

6.4 A retiring Trustee who remains eligible may be re-appointed for up to two further consecutive terms of office after their initial term.

7. RETIREMENT AND REMOVAL OF TRUSTEES

7.1 Subject to Article 7.2, a Trustee's term of office automatically terminates if they:

7.1.1 reach the end of their term of office in accordance with Article 6.3;

7.1.2 resign by written notice to the Trustees (but only if at least three Trustees will remain in office);

7.1.3 cease to meet the eligibility criteria (if any) set by the Trustees from time to time in accordance with Article 5.1 and are removed by a resolution of a majority of the other Trustees;

7.1.4 are disqualified under the Charities Act from acting as a Charity Trustee or are prohibited by law from being a director of a company;

7.1.5 are, in the reasonable opinion of the other Trustees, incapable, whether mentally or physically, of managing their own affairs and are removed by a resolution of a majority of the other Trustees;

7.1.6 are absent without notice from three consecutive meetings of the Trustees and are removed by a resolution of a majority of the other Trustees;

7.1.7 are removed by the Members in accordance with the provisions of the Companies Act;

7.1.8 are removed by a resolution passed by a majority of the other Trustees for breaching their duties as a Trustee, or for breaching the Trustees' Code of Conduct (if any), or if the other Trustees reasonably believe that their removal as a Trustee is in the best interests of the Charity; or

7.1.9 die.

7.2 Before passing any resolution under Article 7.1.3, 7.1.5, 7.1.6 or 7.1.8 the others Trustees shall first invite the view of the Trustee concerned and have considered the matter in light of any such views.

8. TRUSTEES' PROCEEDINGS

8.1 The Trustees must hold at least four meetings each year. The Trustees shall designate one meeting of the Trustees each year as the "Annual Trustees' Appointment Meeting". At an Annual Trustees' Appointment Meeting the Trustees may:

8.1.1 appoint Trustees;

8.1.2 accept the retirement of those Trustees who have reached the end of their term in accordance with Article 6.3

8.1.3 conduct any other business they see fit.

9. QUORUM

9.1 No decision may be made by a meeting of the Trustees unless a quorum is present at the time when the decision is made. A quorum at a meeting of the Trustees is three Trustees or one third of the Trustees (rounded up to the nearest whole number), if greater.

10. CALLING TRUSTEES' MEETINGS

10.1 A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.

10.2 Notice of a meeting of the Trustees may be given to a Trustee personally or sent in writing to them at their last known postal or email address or any other postal or email address given by them to the Charity for this purpose.

10.3 Except where there are matters demanding urgent consideration, each Trustee must be given reasonable notice of each meeting of the Trustees.

11. ATTENDANCE AND VOTING AT TRUSTEES' MEETINGS

11.1 A meeting of the Trustees may be held in such a way as may be agreed by the Trustees, provided all participants may Communicate with all the other participants simultaneously. This may include:

11.1.1 physical meetings where all participants are present in the same room;

11.1.2 virtual meetings where all participants access the meeting Virtually;

11.1.3 hybrid meetings where some participants attend physically and some attend Virtually;

11.1.4 satellite meetings where there are two or more physical venues linked Virtually and all participants are physically with at least one other participant.

11.2 Where a Trustees' meeting is being held Virtually (whether fully or partly Virtually) and there is a failure in the technology such that one or more participants is unable to Communicate with the other participants, those participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to Communicate is not re-established within 10 minutes, the Trustees must adjourn the meeting. If the meeting is still quorate, the Trustees may either continue the meeting or adjourn it.

11.3 The Chair, or if the Chair is not present, unable or unwilling to do so the Vice-Chair (if any), shall preside at each meeting and if neither is present, able or willing, some other Trustee chosen by the Trustees present shall preside at the meeting.

11.4 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) is as valid as a resolution passed at a meeting provided that the number of Trustees who are not Conflicted Trustees is equal to or exceeds the number set as a quorum for a meeting of the Trustees in accordance with Article 9.1. For this purpose the resolution may be contained in more than one document.

11.5 Every Trustee has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.

11.6 For the purposes of this article 11, 'present' includes Trustees who are participating in the meeting by any of the means permitted by article 11.1.

12. TRUSTEES' POWERS

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

12.1.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.

12.1.2 To delegate in writing 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, all proceedings of committees must be reported promptly to the Trustees and the delegation may be revoked at any time. Unless the terms of the delegation provide otherwise, article 11.1 shall apply to committee meetings as if the references to Trustees and Trustees' meetings in those articles were to committee members and committee meetings.

12.1.3 To delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including, subject to Articles 15 and 16, the payment of a salary) as they think fit.

12.1.4 To make such reasonable and proper standing orders, rules, regulations or bye laws for the proper conduct and management of the Charity provided that they are consistent with the Articles and the Companies Act.

12.1.5 To establish procedures to assist the resolution of disputes or differences within the Charity.

12.1.6 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

13. THE CHAIR AND VICE-CHAIR

13.1 The Chair and Vice-Chair:

13.1.1 shall be appointed by the Trustees from among their number and the term of each office may commence and end at different times; and

13.1.2 shall be appointed for a maximum term of office of three years from the date of appointment.

13.2 A retiring Chair or Vice-Chair who is eligible under Articles 5.1 and 7.1 may be reappointed as long as they remain appointed as a Trustee, provided that they shall not serve for more than two consecutive terms, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve as Chair or Vice-Chair, in which case, the retiring Chair or Vice-Chair may be re-appointed for a further term of office not exceeding three years, or the remainder of their term of office as a trustee, whichever is the shorter.

13.3 The appointment of a Vice-Chair is optional and a Trustee serving as Vice-Chair shall not automatically succeed an outgoing Chair to the position of Chair.

14. APPLICATION OF INCOME AND PROPERTY

14.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects, but:

14.1.1 a Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Charity;

14.1.2 a Trustee may benefit from trustee Indemnity Insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act; and

14.1.3 the Charity shall indemnify any Trustee or former Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act.

14.2 A Trustee may not receive any benefit or payment unless it is authorised by Article 14.1 or Article 15.2.

14.3 Subject to Article 15.2, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Trustee or Connected Person:

14.3.1 receiving a benefit from the Charity in the capacity of a Beneficiary of the Charity;

14.3.2 being employed by or entering into contracts with the Charity and receiving reasonable and proper remuneration for any goods or services supplied to the Charity;

14.3.3 receiving interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate; or

14.3.4 receiving rent for premises let by the Member to the Charity, provided that the amount of the rent and the other terms of the lease must be reasonable and proper.

15. BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

15.1 No Trustee or Connected Person may:

15.1.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;

15.1.2 sell goods, services, or any interest in land to the Charity;

15.1.3 be employed by, or receive any remuneration from, the Charity; or

15.1.4 receive any other Financial Benefit from the Charity,

unless the payment is permitted by Article 14.1 and/or Article 15.2, or authorised by the court or the prior written consent of the Commission has been obtained, or the Commission has confirmed in writing that its consent is not needed.

15.2 A Trustee or Connected Person may:

15.2.1 receive a benefit from the Charity in the capacity of a Beneficiary of the Charity provided that it is available generally to the Beneficiaries of the Charity;

15.2.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;

15.2.3 subject to Article 15.3, provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;

15.2.4 receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate;

15.2.5 receive rent for premises let by the Trustee or Connected Person to the Charity, provided that the amount of the rent and the other terms of the lease must be reasonable and proper, and the Conflicted Trustee must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and

15.2.6 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

15.3 The Charity and its Trustees may only rely upon the authority provided by Article 15.2.3 if each of the following conditions is satisfied:

15.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the "Supplier") under which the Supplier is to supply the goods in question to or on behalf of the Charity.

15.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

15.3.3 The Un-conflicted Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Un-conflicted Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so.

15.3.4 The Conflicted Trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with the Supplier with regard to the supply of goods to the Charity.

15.3.5 The Conflicted Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

15.3.6 The reason for their decision is recorded by the Trustees in the minutes.

15.3.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Articles 15.2.2 to 15.2.5.

15.4 In Articles 15.2 and 15.3 the term Charity includes any company or other legal entity in which the Charity:

15.4.1 holds more than 50% of the shares; or

15.4.2 controls more than 50% of the voting rights; or

15.4.3 has the right to appoint one or more directors or trustees to the board of the company or other legal entity.

16. CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

16.1 A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Trustees, the nature and extent of any interest, direct or indirect, which they have 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.

16.2 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:

16.2.1 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and

16.2.2 be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Trustees, and shall not be counted in the quorum for that part of the discussion.

16.3 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 16.1, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Articles 16.1 and 16.2 apply to this authorisation.

16.4 If a Conflict arises for a Trustee because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Articles,

the Un-conflicted Trustees may authorise that Conflict where the following conditions apply:

16.4.1 the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

16.4.2 the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;

16.4.3 the Un-conflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying; and

16.4.4 the Conflict does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.

16.5 Where the Un-conflicted Trustees authorise a Conflict under Article 16.4, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.

16.6 The Trustees may revoke or vary any authorisation given under Article 16.4 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.

17. RECORDS AND ACCOUNTS

17.1 The Trustees must comply with the requirements of the Charities Act and of the Companies 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:

17.1.1 annual returns; and

17.1.2 annual reports and accounts.

17.2 The Trustees must also keep records of:

17.2.1 all proceedings at meetings of the Trustees, Members and committees;

17.2.2 all resolutions in writing; and

17.2.3 all reports of committees.

17.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

17.4 A copy of the Charity's Articles 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.

18. MEMBERSHIP

18.1 The Charity must maintain a register of Members.

18.2 The subscribers to the Memorandum are the first Members. Any person who is appointed as a Trustee will, by virtue of that appointment, agree to become a Member and accordingly will be entered in the register of Members. No person other than a Trustee may be admitted as a Member.

18.3 Membership is not transferable.

18.4 A person shall automatically cease to be a Member when they cease to be a Trustee and shall be removed from the Register of Members.

18.5 The Trustees may establish one or more categories of supporters of the Charity who are not Members of the Charity for the purposes of the Companies Act and who shall therefore have no right to attend or vote at general meetings of the Charity. The Trustees may set out the rights and obligations of such supporters.

19. IRREGULARITIES

19.1 The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

19.2 Subject to Article 19.3, all acts done by a meeting of Trustees or by a committee or by a person acting as Trustee shall be valid notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any Trustee or any member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.

19.3 Article 19.2 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 19.2, the resolution would have been void.

20. GENERAL MEETINGS

20.1 Members are entitled to attend general meetings in person (which may be physically or Virtually) or, subject to compliance with Article 22, by proxy.

20.2 General meetings are called on at least 14 days' written notice. The notice must:

20.2.1 specify the date, time and place of the meeting and, if applicable, the arrangements for accessing the meeting Virtually;

20.2.2 the general nature of the business to be transacted indicating the business to be discussed and (if a Special Resolution is to be proposed) setting out the terms of the proposed Special Resolution;

20.2.3 contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act and Article 22; and

20.2.4 be given to all the Members, to all the Trustees and, if any, the Charity's auditors.

20.3 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 Trustees or at least 10% of the Membership.

20.4 The proceedings at a 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.

20.5 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

20.6 No business shall be transacted at any general meeting unless a quorum is present.

20.6.1 A quorum is 50% of the total membership at the time rounding up to the nearest whole number;

20.6.2 If:

a. a quorum is not present within half an hour from the time appointed for the meeting: or

b. during a meeting a quorum ceases to be present (including where technological issues mean that one or more of those attending Virtually is no longer able to participate fully in the meeting and this reduces the number of Members who are able to Communicate and vote below the quorum);

the meeting shall be adjourned to such time and place as the Trustees shall determine.

20.6.3 The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

20.6.4 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person (physically or, where applicable, Virtually) or by proxy at that time shall constitute the quorum for that meeting.

20.7 Adjourned meetings:

20.7.1 The Members present in person (physically or Virtually) or by proxy at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.

20.7.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

20.7.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

20.7.4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

20.8 At all general meetings the Chair shall preside. If there is no such Chair or if the Chair is not present or is unwilling or unable to act, the Vice-Chair (if any) shall chair the meeting, failing which the Members present shall elect a Member to chair the meeting.

20.9 The Charity shall not be required to hold an AGM in any year.

20.10 Members must annually:

20.10.1 receive the accounts of the Charity for the previous Financial Year;

20.10.2 receive a written report on the Charity's activities; and

20.10.3 appoint reporting accountants or auditors for the Charity.

20.11 Members may also from time to time :

20.11.1 confer on any individual (with his/her consent) or remove from any individual the honorary title of Patron, President or Vice-President of the Charity; and

20.11.2 deal with any other business put before them by the Trustees.

21. VOTING

21.1 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.

21.2 On a show of hands every Member present in person or by proxy shall have one vote. On a poll every Member present in person or by proxy shall have one vote for each vote exercisable by that Member.

21.3 Any vote of a meeting shall be decided on a show of hands unless before, or on the declaration of, the result of the show of hands, a poll is demanded. Subject to the provisions of the Companies Act, a poll may be demanded:

21.3.1 by the chair of the meeting; or

21.3.2 by at least two Members having the right to vote at the meeting and present in person (physically or Virtually) or by proxy; or

21.3.3 by a Member(s) representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

21.4 Unless a poll is duly demanded, a declaration by the chair of the meeting of the result of a vote shall be conclusive evidence of the fact. The result of the vote must be recorded in

the minutes of the Charity but it is not necessary to record the number or proportion of the votes cast.

21.5 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

21.6 A poll must be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

21.7 A poll demanded on the election of the chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair of the meeting directs not being more than thirty days after the poll is demanded.

21.8 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.

21.9 If the poll is not taken immediately, at least seven clear days' notice must be given specifying the time, date and place at which the poll is to be taken.

21.10 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.

21.11 Any voting by show of hands in person shall be competent by a show of hands or verbal assent or dissent clearly communicated using the Electronic Means. The decision of the Chair of any meeting employing Electronic Means for Communication shall be final and binding in relation to voting and any other procedural or protocol matters involving the use of Electronic Means.

22. USE OF PROXY BY MEMBERS

22.1 A proxy can only be appointed by a written instrument, signed on behalf of the appointer, in a form approved by the Charity.

22.2 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified in such form as may be required by the Trustees or in some other way approved by the Members may:

22.2.1 be deposited (including by Electronic Means) as specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

22.2.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

22.2.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

22.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

22.4 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

22.5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

22.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

23. LIMITED LIABILITY

The liability of Members is limited.

24. GUARANTEE

Every Member promises, if the Charity is dissolved while they remain a Member or within one year after they cease to be a member, to pay up to £1 towards:

24.1.1 payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;

24.1.2 payment of the costs, charges and expenses of winding up; and

24.1.3 the adjustment of rights of contributors among themselves.

25. COMMUNICATIONS

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

25.1.1 by hand;

25.1.2 by post; or

25.1.3 by suitable Electronic Means (where specific consent has been received from the Member or Trustee);

25.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

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

25.3.1 24 hours after being sent by Electronic Means or delivered by hand to the relevant address;

25.3.2 two clear days after being sent by first class post to that address;

25.3.3 three clear days after being sent by second class or overseas post to that address;

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

25.3.5 as soon as the recipient acknowledges actual receipt.

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

26. DISSOLUTION

26.1 If the Charity is dissolved, any assets remaining after providing for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:

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

26.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

26.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

26.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

MEANINGS OF TERMS UNDER ARTICLE 1.2

AGM	'means an annual general meeting of the Charity;
Annual Trustees' Appointment Meeting	has the meaning given in Article 8.1;
the Articles	means the Charity's Articles of Association and 'Article' refers to a particular Article;

Beneficiary	and 'Beneficiaries' means the individual or individuals who qualify as beneficiaries of the Charity in accordance with the Objects;
Chair'	means the chair of the Trustees appointed under Article 13;
the Charity	means the company governed by the Articles;
the Charities Act	means the Charities Act 2011;
Charity Trustee	has the meaning prescribed by section 177 of 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;
Communicate	includes both incoming and outgoing communication;
the Companies Act	means as defined in section 2 of the Companies Act 2006;
Conflict	means any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to any personal financial interest) that conflicts or possibly might conflict, with the interests of the Charity or which conflicts or possibly might conflict with that Trustee's duty to act solely in the interests of the Charity;
Conflicted Trustee	means a Trustee in respect of whom a Conflict exists;
Connected Person	means, in relation to a Trustee i. a child, parent, grandchild, grandparent, brother or sister of that Trustee; ii. the spouse or civil partner of that Trustee or of any person falling within (i) above; iii. a person carrying on business in partnership with that Trustee or with any person falling within (i) or (ii) above; iv. an institution which is controlled (whether directly or through one or more nominees) either; a. by that Trustee or any person falling within (i), (ii) or (iii) above or (v) below; or

b. by two or more persons falling within (a) above, when taken together;

a. a body corporate in which;

b. that Trustee or any person falling within (i), (ii) or (iii) or (iv) above has a substantial interest; or

c. two or more persons falling within (a) above who, when taken together, have a substantial interest

and sections 350 – 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition;

Custodian	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
Director	means a director of the Charity being also a charity trustee;
Electronic Means	refers to a document or information sent or supplied in electronic form where it is sent or supplied by electronic means (for example by email), or by any other means while in an electronic form (for example sending a disc by post);
Financial Benefit	means a benefit, direct or indirect, which is either money or has a monetary value;
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	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
Member	and 'Membership' refer to company membership of the Charity as a company law member pursuant to the Companies Act;
Memorandum	means the Charity's Memorandum of Association;

Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
Month	means calendar month;
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	has the meaning given in section 282 of the Companies Act. Where applicable, 'Members' in this definition means a class of Members;
the Objects	means the Objects of the Charity as defined in Article 2;
Secretary	means a company secretary;
Special Resolution	has the meaning given in section 283 of the Companies Act. Where applicable, 'Members' in this definition means a class of Members;
Supplier	has the meaning given in Article 15.3;
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;
Vice-Chair	means the vice-chair of the Trustees appointed under Article 13;
Virtually	means by telephone link, video link, or other technology enabling all participants to Communicate with one another in real time without being physically present in the same place;
written	or 'in writing' refers to a legible document on paper or a document or communication sent by Electronic Means which is capable of being printed out on paper;
Un-conflicted Trustees	means the Trustees who do not have a Conflict in relation to the matter in question;
Written Resolution	has the meaning given in section 288 of the Companies Act; and
year	means calendar year.