



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 6820441

The Registrar of Companies for England and Wales hereby certifies that

EMMAUS GATESHEAD

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **16th February 2009**



N06820441C



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

1717961

000380/20

THURSDAY



A38

AZUCD7BA

12/02/2009

COMPANIES HOUSE

401

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

Emmaus Gateshead

1. The name of the company is "Emmaus Gateshead" (and in this document it is called "the Charity").
2. The registered office of the Charity is to be situated in England and Wales.
3. the objects ("the Objects") of the Charity shall be the alleviation and relief of poverty, hardship and distress arising therefrom, in conformance with the principles of the Emmaus Movement as published from time to time by Emmaus UK, to those in need without distinction by:
 - 3.1. the provision of accommodation, or assistance in such provision, for homeless people in the metropolitan borough of Gateshead, but extending this provision, as appropriate, to homeless people in the adjoining counties of Durham and Northumberland and to those other city and metropolitan boroughs situated within the metropolitan area of Tyne and Wear and from such other places as may be determined as appropriate by the Charity from time to time (the "beneficiaries").
 - 3.2. the rehabilitation of the beneficiaries as appropriate and the provision of education, training (including, without limitation, employment training) and work opportunities and satisfaction for the beneficiaries with the purpose of developing their skills to enable them to gain employment in the future and thereby develop a sense of self worth and dignity through having a self-supporting life.
 - 3.3. the support of the work of other Emmaus Communities and Groups or other agencies in the relief of poverty and homelessness whether in the United Kingdom or elsewhere in the world and in particular (without limitation) by the exchange of resources, information and expertise with other Emmaus projects world wide.
 - 3.4. the fulfilling of such other purposes as may from time to time be recognised by English Law as being charitable and which the Charity shall from time to time determine.
4. In addition to any other powers it may have and for the purpose of carrying out the above but not further or otherwise and subject to restrictions imposed by law from time to time the Charity shall have the following powers:
 - 4.1. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills cheques, and other instruments and to operate bank accounts in the name of the Charity;
 - 4.2. to appeal for and accept donations, subscriptions, covenants, sponsorships, legacies or any other form of financial benefit;
 - 4.3. to raise funds, providing that in raising funds the Charity shall not undertake any substantial permanent trading activities (for the avoidance of doubt, this clause does not prevent the Charity from exercising a trade pursuant to clause 4.4 below);
 - 4.4. to exercise a trade (mainly by the beneficiaries) in the course of the actual carrying out of the Objects of the Charity;
 - 4.5. to purchase, sell, lease, licence, hire, take in exchange, and generally to manage, insure and deal with any land or buildings whatsoever, or any interest therein or any rights and privileges necessary for the promotion of the Objects and to construct, maintain, improve or alter any buildings or works on land acquired by the Charity in such manner as shall be thought fit;

- 4.6. to invest the money of the Charity not immediately required for the Objects in the purchase of or at interest upon the security of such shares (including those of subsidiary trading companies for the purpose of fund raising and those of any other private limited companies), stocks, funds, securities, land, buildings, chattels or other investments or property of any nature and in any part of the world and whether involving liabilities or producing income or not as may be thought fit;
- 4.7. to lend all or any part of the money of the Charity not immediately required for the Objects to any person, company or unincorporated association for the purpose of furthering (whether directly or indirectly) the Objects of the Charity and upon such terms as to interest (if any) repayment and with or without security as may be thought fit subject nevertheless to such conditions (if any) as may be for the time being imposed by law;
- 4.8. to borrow money on such terms as to interest, repayment or otherwise as may be thought fit without security or upon the security of the whole or any parts of the assets of the Charity;
- 4.9. to delegate to persons who are qualified for that purpose and who are required to give regular accounts of their activities the management of any land acquired or the making and changing of investments ;
- 4.10. subject to Clauses 5 and 6 below, to employ any persons, firms or companies to manage or assist in managing the Charity as are necessary for the proper pursuit of the Objects and to employ staff to work for the Charity and to make all reasonable provision for the payment of pensions and superannuation for such staff and their dependants;
- 4.11. to establish or support any charitable trust, association or institution formed for any of the above Objects;
- 4.12. to co-operate with other charities, voluntary bodies and statutory authorities operating within and outside of the Emmaus UK Federation in furtherance of the Objects or similar charitable purposes and to exchange information with them;
- 4.13. to pay out of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity, both as a company and as a charity;
- 4.14. to pay out of the funds of the Charity the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity. No such insurance shall extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether or not it was a breach of trust or breach of duty;
- 4.15. to educate the public in the needs of poor and marginalised people through whatever means of publicity or education the Charity deems fit.
- 4.16. to recruit and train workers to support their furtherance of the Objects.
- 4.17. to do all other such lawful things as are necessary for the achievement of the Objects.
5. The income and property of the Charity shall be applied solely towards the promotion of the Objects.
6. No part of the income or property of the Charity shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to members of the Charity and no person being a director ("Trustee") of the Charity shall be appointed to any paid office of the Charity or receive any remuneration or other benefit in money or money's worth from the Charity, provided that nothing shall prevent:
 - 6.1. any payment in good faith by the Charity of:
 - 6.1.1. the usual charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession or trade, or by any partner of his, when instructed by the Charity to act in an appropriate

capacity on its behalf, provided that at no time shall a majority of the Trustees benefit under this provision and provided that a Trustee shall withdraw from that part of any meeting at which such instruction or charges are under discussion unless requested to remain by the other Trustees present at the meeting;

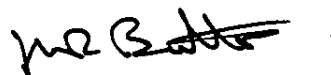
- 6.1.2. reasonable and proper remuneration for services rendered to the Charity by any member of the Charity who is not a Trustee;
- 6.1.3. interest on money lent by any Trustee or member of the Charity at a rate of interest not exceeding one per cent per annum less than the published base lending rate of a clearing bank established in the United Kingdom;
- 6.1.4. fees, remuneration or other benefits in money or moneys worth to any company of which a Trustee may be a member or Trustees may be members provided that in total such Trustee or Trustees do not hold more than one per cent of the equity capital of that company;
- 6.1.5. reasonable and proper rent for premises demised or let by any Trustee or member of the Charity;
- 6.1.6. out-of-pocket expenses properly incurred by any Trustee or member of the Company;
- 6.1.7. any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not; and
- 6.2 the receipt of a benefit by a Trustee from the Charity in the capacity of a beneficiary of the Charity.
- 7. The Charity and its Trustees may only rely upon the authority provided by clauses 6.1.3, 6.1.4, 6.1.5 and 6.2 if each of the following conditions is satisfied:
 - 7.1. the sums paid to the relevant Trustee do not exceed an amount that is reasonable in all the circumstances;
 - 7.2 the Trustee declares and discloses to the other Trustees the nature and extent of his interest before the relevant discussions take place in a Trustees' meeting;
 - 7.3. the Trustee is absent from the part of any Trustees' meeting at which there is discussion of:
 - 7.3.1 any proposal to enter into any contract or arrangement with him or to confer any benefit upon him that would be permitted under clause 6.1.3, 6.1.4, 6.1.5 or 6.2; or
 - 7.3.2 any other matter relating to a payment or the conferring of any benefit permitted by clause 6.1.3, 6.1.4, 6.1.5 or 6.2;
 - 7.4. the 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 Trustees' meeting;
 - 7.5. the reason for their decision is recorded by the Trustees in the minute book; and
 - 7.6. a majority of the Trustees then in office have received no such payments.
- 8. In clauses 6 – 7:
 - 8.1. "Charity" shall include any company in which the Charity:
 - 8.1.1. holds more than 50% of the shares; or
 - 8.1.2. controls more than 50% of the voting rights attached to the shares; or

- 8.1.3. has the right to appoint one or more directors to the board of directors of the company.
- 8.2. "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or spouse of any brother or sister of the Trustee or any person living with the Trustee as his partner (the "Relative").
- 8.3. The conditions set out in clauses 7.3 and 7.4 do not apply in the case of a Trustee who is also a beneficiary (a "User Trustee") provided such User Trustee has disclosed to the other Trustees the nature and extent of his interest before the relevant discussions take place in the relevant Trustees' meeting and his interest or duty arises only because it falls within one or more of the following paragraphs:
- 8.3.1. the resolution to be passed in the Trustees' meeting would result in the User Trustee or his Relatives receiving something which will be generally available to other beneficiaries outside the board of the Trustees, or
- 8.3.2. it is a general policy or practice decision affecting the services in which the User Trustee or his Relatives, along with other beneficiaries, participates.
9. The liability of the members is limited.
10. Every member of the Charity undertakes to contribute such amount as may be required but not exceeding one pound to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member and of the costs charges and expenses of winding up.
11. If after the Charity is wound up or dissolved and all its liabilities have been satisfied there remains any property belonging to the Charity it shall be paid to Emmaus UK if that Charity shall still be in existence and unless it declines to accept the funds such funds may be used by Emmaus UK as it thinks fit in furtherance of its objects to alleviate and relieve poverty; provided that if Emmaus UK has been wound up or is unable or unwilling to accept the funds then they shall be given or transferred to some other charity or charities having objects similar to the Objects with preference being given to any other charity adhering to the principles of the Emmaus Movement within the United Kingdom.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS

Kelvin Richard Butler
Meadow Cottage, Hutton
Berwick-upon-Tweed, TD15 1TN



Kathleen Wallace
18, The Lairage, Ponteland,
Newcastle upon Tyne, NE20 9SA



Date: Thursday February 2009

Witness to the above signatures:

Name: Kenneth John George Weldon

Address: 9 Walker Terrace, Gateshead,
Tyne and Wear, NE8 1EB

Occupation: Solicitor



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

Emmaus Gateshead

Interpretation

1. In these Articles:

“Charity” means the company intended to be regulated by these Articles;

“Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

“address” means a postal address or, for the purposes of electronic communication, a fax number, an email address or a text message number in each case registered with the Charity;

“Articles” means these Articles of Association;

“Clear days” means the period excluding both the day when notice is given or deemed to be given and the day for which such notice is given or on which it is deemed to take effect;

“executed” means any mode of execution;

“Memorandum” means the Memorandum of Association of the Charity;

“Office” means the registered office of the Charity;

“Rules” means the Rules and Byelaws made under article 54

“Seal” means the common seal of the Charity if it has one;

“Secretary” means the Secretary of the Charity or any other person appointed to perform the duties of Secretary of the Charity, including a joint, assistant or deputy Secretary;

“Trustees” means the directors of the Charity (and “Trustee” has a corresponding meaning);

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland;

and

words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.

Subject as aforesaid, words or expressions contained in the Articles shall, unless the context requires otherwise, bear the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Members

2. The subscribers to the Memorandum are the first members of the Charity. The subscribers, Emmaus UK, so long as the Charity is a member of Emmaus UK, and such other persons or organisations as are approved by the Trustees shall be members of the Charity.
- 2.1 Membership is not transferable to anyone else.
- 2.2 The Trustees must keep a register of the names and addresses of the members.
- 2.3 Any member of the Charity may retire, provided that after any such retirement the number of members is not less than two.
- 2.4 A member may be removed from membership by a Special Resolution in accordance with the Rules.
- 2.5 Membership is terminated if the member dies or, if it is an organisation, ceases to exist.

General meetings

3. The Charity shall hold an annual general meeting in each year in addition to any other meetings in the year and shall specify the meeting as such in the notices calling it.
- 3.1 Not more than fifteen months shall elapse between the date of one annual general meeting and that of the next, except for the first annual general meeting of the Charity which shall be held within eighteen months after the date of its incorporation.
- 3.2 Annual general meetings shall be held at such times and places as the Trustees shall appoint.
- 3.3 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 3.4 The Trustees may call general meetings and, on requisition of members pursuant to the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of such requisition.

Notice of general meetings

4. The minimum periods of notice required to hold a general meeting are:
 - twenty-one clear days for an annual general meeting and an extraordinary meeting called for the passing of a special resolution;
 - fourteen clear days for all other extraordinary general meetings.
- 4.1 A general meeting may be called by shorter notice if so agreed:
 - in the case of an annual general meeting, by all the members entitled to attend and vote;
 - and in the case of an extraordinary general meeting, by a majority in number of members entitled to attend and vote, being a majority together holding not less than 95 percent of the total voting rights at a meeting of all the members.
- 4.2 The notice of any general meeting shall specify the time and place of the meeting and the general nature of the business to be transacted and the notice of an annual general meeting shall specify the meeting as such.
- 4.3 The notice of a general meeting shall be delivered to all the members, to all the Trustees and to the auditors, but the accidental omission to give notice of a meeting to or the non-receipt of such notice by any person entitled to receive notice shall not invalidate the proceedings of such meeting.

Proceedings at general meetings

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

5.1 A quorum is the greater of:

- Two persons entitled to vote upon the business to be transacted,
- one tenth of the total membership for the time being,

The authorised representative of a member organisation shall be counted in the quorum.

5.2 If a quorum is not present within half an hour of the time appointed for the meeting or if during a meeting 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 other time and place as the Trustees may determine.

6. The Chairman of the Trustees or, in his absence, some other Trustee elected by the Trustees present at the meeting shall preside as Chairman of the meeting and if there is only one Trustee present and willing to act he shall be Chairman, but if there is no Chairman presiding within fifteen minutes after the time for holding the meeting the members present and entitled to vote shall choose one of their number to be Chairman.

7. A Trustee whether or not a member shall be entitled to attend and speak at any general meeting.

8. The Chairman may with the consent of or at the direction of a meeting at which a quorum is present adjourn the meeting from time to time and from place to place, but no business shall be transacted at a reconvened meeting which could not properly have been transacted 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.

9. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of such show of hands a poll is duly demanded:

- by the Chairman; or
- by two or more members having the right to vote at the meeting; or
- by a member or members representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

9.1 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or not carried and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.

9.2. With the consent of the Chairman a demand for a poll may be withdrawn before the poll is taken in which event the result of a show of hands declared before the demand for the poll was made shall stand and the meeting shall continue as if the demand had not been made.

9.3. A poll taken on the election of a Chairman or on a question of adjournment shall be taken immediately, but otherwise a poll shall be taken as the Chairman directs not being more than thirty days after the poll is demanded. The Chairman may appoint scrutineers (who need not be members) and if the poll is not held immediately may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be a resolution of the meeting at which the poll is demanded.

9.4 If the time and place at which a poll is to be taken are announced at the meeting at which such poll is demanded, no further notice needs to be given, but otherwise at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

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

11. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote which he may have.
12. A resolution in writing signed by each member (or in the case of a member that is an organisation, by its authorised representative) who would have been entitled to vote upon it at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

Votes of members

13. Subject to Article 11, every member, whether an individual or and organisation, shall have one vote.
14. No member shall be entitled to vote at any general meeting unless all moneys payable by such member to the Charity have been paid.
15. Any objection raised to the qualification of a voter shall be made only at the meeting or adjourned meeting at which his or its vote is tendered. Such objection shall be referred to the Chairman whose decision shall be final and conclusive and every vote not disallowed at the meeting shall be valid.
16. Any organisation which is a member of the Charity may by resolution of its governing body authorise any person to act as its representative at any meeting of the Charity and such person shall be entitled to act on behalf of the organisation as if it were an individual member of the Charity. The organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.

Trustees

17. The number of Trustees shall be not less than five, but, (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
18. The first Trustees shall be those representatives in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under the Articles. Future Trustees shall be appointed as provided hereunder.

Powers of Trustees

19. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum nor of the Articles and no special resolution shall have any retrospective effect to invalidate any prior act of the Trustees. The powers limited by this article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
20. In addition to all the powers hereby expressly conferred upon them and without detracting from the generality of the powers under the Articles, the Trustees shall have the following powers, namely:
 - 20.1. to expend the funds of the Charity in such manner as they shall consider beneficial for the achievement of the Objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Charity.
 - 20.2. to enter into contracts on behalf of the Charity.

Appointment and retirement of Trustees

21. At the first annual general meeting all the Trustees shall retire from office and, at each subsequent annual general meeting, one third of the Trustees or, if their number is not three, nor a multiple of three, the number nearest to one third shall retire from office.
22. Subject to the provisions of the Act, the Trustee or Trustees to retire by rotation shall be the Trustee or Trustees who has or have been longest in office since their last reappointment, but as between persons who became appointed or reappointed on the same day those to retire shall be determined by agreement or, failing that, by lot.
23. If the Charity does not, at the meeting at which a Trustee retires by rotation, fill the vacancy, the retiring Trustee shall be deemed to have been reappointed, unless it is resolved not to fill the vacancy or he is not willing to act or a resolution for his reappointment is put to the meeting and is not passed.
24. No person other than a Trustee retiring by rotation shall be appointed or reappointed at any general meeting unless:
 - 24.1 he is recommended by the Trustees; or
 - 24.2 not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Charity's register of Trustees together with a notice executed by that person of his willingness to be appointed or reappointed.
25. No person shall be appointed a Trustee:
 - 25.1. who has not attained the age of eighteen years; or
 - 25.2. in circumstances that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 31.
26. A beneficiary of the Charity may be appointed as a Trustee.
27. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting, notice shall be given to all persons entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or reappointment at the meeting or in respect of whom notice under Article 24.2. above has been duly given to the Charity. Such notice shall give the particulars of the person which would if he were appointed a Trustee be required to be included in the Charity's register of Trustees.
28. Subject as aforesaid, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may determine the order in which Trustees are to retire.
29. The Trustees may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at its conclusion.

Disqualification and removal of Trustees

30. A Trustee shall cease to hold office if he:
 - 30.1. ceases to be a Trustee by virtue of any provision in the Act or is prohibited by law from being a Trustee;

- 30.2 is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 or any statutory modification or re-enactment of that provision;
- 30.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- 30.4 resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is intended to take effect);
- or
- 30.5 is absent without permission of the Trustees from three consecutive meetings and the Trustees resolve that his office be vacated.

Trustees' expenses

31. The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or of committees of Trustees or of general meetings or otherwise in discharge of their duties.

Trustees' remuneration

32. Except to the extent permitted by the Memorandum, no Trustee may take or hold any interest in property belonging to the Charity nor receive remuneration nor be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

Proceedings of Trustees

33. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 33.1 A Trustee may and, at the request of a Trustee, the Secretary shall call a meeting of the Trustees.
- 33.2 It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.
- 33.3 Questions arising at a meeting shall be decided by a majority of votes and, in the case of an equality of votes, the Chairman shall have a second or casting vote.
34. The quorum for the transaction of the business of the Trustees may be fixed by them, save that it shall not be less than the greater of two or one third of their number.
- 34.1 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
35. The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than five, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
36. The Trustees may appoint one of their number to be the Chairman of their meetings and may remove him from that office at any time.
- 36.1 Unless he is unwilling to do so, such Chairman shall preside at every meeting of the Trustees at which he is present and shall conform to any regulations that may be imposed upon it by the Trustees.
- 36.2 If no Trustee holds the office of Chairman or if the Chairman is unwilling to preside or is not present within five minutes of the time appointed for the meeting, the Trustees present may appoint one of their number to be Chairman of the meeting.
37. The Trustees may appoint one or more sub-committees for the purpose of making any inquiry or

supervising any function or duty which the Trustees consider appropriate. Such sub-committee shall promptly and fully report all its acts and proceedings to the Trustees.

38. No act done by a meeting of or by a committee of Trustees shall be declared invalid only because it is afterwards discovered that there was a defect in the appointment of any Trustee, or that any of them were disqualified from holding office or had vacated office or were not entitled to vote.
39. A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees or, as the case may be, a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form each signed by one or more of the Trustees.
40. All or any of the Trustees may participate in a meeting of the Trustees by means of conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take part where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting is present.
41. Any bank account in which any part of the assets of the Charity is deposited shall be maintained in the name of the Charity and all cheques and orders for the payment of money from such account unless such payment is to another account of the Charity within the same bank shall be signed by at least two Trustees or persons authorised by them.
42. The Trustees shall comply with the requirements of the Charities Act 1993 (or any statutory re-enactment or modification of it) in regard to the preparation and submission to the Charity Commissioners of an Annual Report and an Annual Return.
43. Unless otherwise permitted in the Memorandum, a Trustee must absent himself from any discussions of the Trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest). For the purpose of this Article, any personal interest of the Trustee includes the interest of any Relative (as defined in the Memorandum) of the Trustee.
- 44.1 Subject to paragraph 44.2 all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee who;
- was disqualified from holding office;
 - had previously retired or who had been obliged by the constitution to vacate office;
 - was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise
- if without the vote of that Trustee and that Trustee being counted in the quorum the decision had been made by a majority of the Trustees at a quorate meeting.
- 44.2 Paragraph 44.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for paragraph 44.1 the resolution would have been void, or if the Trustee has not complied with article 43.

Secretary

- 45 Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term, upon such conditions and (if not a Trustee) at such remuneration as they may think fit and any Secretary so appointed may be removed by the Trustees.

Minutes

46. Minutes shall be kept of all appointments made by the Trustees and of all proceedings at meetings of the Charity. The Trustees and committees of Trustees and shall record the names of the Trustees present at each meeting, the decisions made at the meeting and, where appropriate the reason for the decisions. Minutes shall be circulated to all Trustees and to Emmaus UK.

The Seal

47. The Charity shall not be obliged to have a seal but if it has one such seal shall be used only by the authority of the Trustees or of a committee of two or more Trustees appointed for the purpose. Any instrument to which the seal is affixed shall be signed either by two Trustees or by one Trustee and the Secretary.

Accounts

48. Accounts shall be prepared in accordance with Part VII of the Act.

Notices

49. A notice calling a meeting need not be in writing but any other notice given pursuant to the Articles to or by any person shall be in writing.
50. The Charity may give notice to any member or Trustee either;
- personally or
 - by sending it by post in a prepaid envelope to the member or Trustee at his registered address
 - by leaving it at that address, or
 - giving it using electronic communications to the members address
- 50.1 a member or Trustee whose registered postal address is not within the United Kingdom shall not be entitled to any notice unless he gives to the Charity an address within the United Kingdom to which notices addressed to him may be sent.
51. A member present at any meeting of the Charity in person or (in the case of an organisation) by its duly appointed representative shall be deemed to have received notice of the meeting and, where appropriate, of the purposes for which it was called.
- 52.1. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of two working days after the envelope containing it was posted.
- 52.2 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice give by electronic communications shall be deemed to have been given 2 days after it was sent.

Indemnity

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

Rules

54. Provided that nothing is done which is inconsistent with or which purports to amend anything contained in

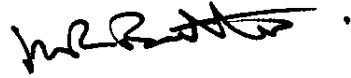
the Memorandum or the Articles, the Trustees may from time to time and the general meeting may by special resolution make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct or management of the Charity and, in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

- 54.1. the admission and classification of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 54.2. the conduct of members of the Charity in relation to one another and to the employees and volunteers of the Charity;
- 54.3. the setting aside of the Charity's premises at any particular time or times or for any particular purposes;
- 54.4. the procedure at general meetings and meetings of Trustees and committees of Trustees in so far as such procedure is not laid down by the Articles;
- 54.5. generally all such matters as are commonly the subject matter of company rules
- 55. The Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws which shall be binding on all members, but the Charity in general meeting shall have the power to alter, add to or repeal the rules or bye laws. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the memorandum or the articles.

NAMES AND ADDRESSES OF SUBSCRIBERS

Kelvin Richard Butler
Meadow Cottage, Hutton
Berwick-upon-Tweed, TD15 1TN

Kathleen Wallace
18, The Lairage, Ponteland,
Newcastle upon Tyne, NE20 9SA



Date: *Thurs* February 2009

Witness to the above signatures

Name: Kenneth John George Weldon

Address: 9 Walker Terrace, Gateshead,
Tyne and Wear, NE8 1EB

Occupation: Solicitor





Companies House

— for the record —

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

Company Name in full

Emmaus Gateshead

I, Kelvin Richard Butler

of Meadow Cottage, Hutton, Berwick-upon-Tweed, TD15 1TN

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † ~~[Solicitor engaged in the formation of the company]~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Kevin Butler

Declared at 9, Church Street, Berwick-upon-Tweed, Northumberland, TD15 1EF

Day Month Year

On 1 0 0 2 2 0 0 9

● Please print name.

before me ● Mark Thomas Butson

Signed

[Signature]

Date

10-02-2009

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

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

K R Butler, Meadow Cottage, Hutton, Berwick-upon-Tweed, TD15 1TN

Tel 01289 386022

DX number

DX exchange

THURSDAY



A38 12/02/2009 399

COMPANIES HOUSE

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



30(5)(a)

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

Emmaus Gateshead

I, Kelvin Richard Butler

of Meadow Cottage, Hutton, Berwick-upon-Tweed, TD15 1TN

† Please delete as appropriate.

a ~~[Solicitor engaged in the formation of the company]~~ person named as
director or secretary of the company in the statement delivered under
section 10 of the Companies Act 1985† do solemnly and sincerely declare
that the company complies with the requirements of section 30(3) of the
Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at 9, Church Street, Berwick-upon-Tweed, Northumberland, TD15 1EF

Day Month Year
on 1/0 0 2 2 0 0 9

● Please print name.

before me ● Mark Thomas Butson

Signed

Date

10-02-2009

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

K R Butler, Meadow Cottage, Hutton, Berwick-upon-Tweed, TD15 1TN

Tel 01289 386022

DX number

DX exchange



A38

AZUCE7BB

12/02/2009

400

COMPANIES HOUSE

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

THURSDAY



Companies House
for the record

10

**Please complete in typescript,
or in bold black capitals.**

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

Emmaus Gateshead

Proposed Registered Office

(PO Box numbers only, are not acceptable)

18 The Lairage

Ponteland

Post town

Newcastle upon Tyne

County / Region

Tyne & Wear

Postcode

NE20 9SA

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

6

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

K R Butler, Meadow Cottage, Hutton, Berwick-upon-Tweed, TD15 1TN

Tel 01289 386022

DX number

DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

THURSDAY



A38

AZUCC7B9

12/02/2009

402

COMPANIES HOUSE

Company Secretary (see notes 1-5)

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Company name Emmaus Gateshead

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Kelvin Richard

Surname

Butler

Previous forename(s)

Previous surname(s)

Address ††

Meadow Cottage

Hutton

Post town

Berwick-upon-Tweed

County / Region

Berwickshire

Postcode

TD15 1TN

Country

Scotland

I consent to act as secretary of the company named on page 1

Consent signature

Date

27/1/09

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Douglas George

Surname

Ball

Previous forename(s)

Previous surname(s)

Address ††

35 South Hill Road

Post town

Gateshead

County / Region

Tyne & Wear

Postcode

NE8 2XZ

Country

England

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Day Month Year

1

3

0

5

1

9

5

1

Nationality

British

Date of birth

Business occupation

Consultant and Company Director

Other directorships

see sheet attached

I consent to act as director of the company named on page 1

Consent signature

Date

27/1/09

Company Secretary (see notes 1-5)**Form 10 Continuation Sheet**

CHWP000

Company Name

Emmaus Gateshead

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature**Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Kelvin Richard

Surname

Butler

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Meadow Cottage

Hutton

Post town

Berwick-upon-Tweed

County / Region

Berwickshire

Postcode

TD15 1TN

Country

Scotland

Day Month Year

Date of birth

2 5 1 0 1 9 5 0

Nationality

British

Business occupation

Retired

Other directorships

Emmaus UK

Emmaus St Albans

I consent to act as director of the company named on page 1

Consent signature**Date**

27/1/09

Company Secretary (see notes 1-5)**Form 10 Continuation Sheet**

CHWP000

Company Name

Emmaus Gateshead

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mrs

*Honours etc

Forename(s)

Monica Mary

Surname

Grant

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

2 Westfield Grove

Gosforth

Post town

Newcastle upon Tyne

County / Region

Tyne & Wear

Postcode

NE3 4YA

Country

England

Day Month Year

Date of birth

3 1 0 7 1 9 3 5

Nationality

British

Business occupation

Retired

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Monica M. Grant

Date

27.1.09

Company Secretary (see notes 1-5)

* Voluntary details

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Donald Horace

Surname

Pinchbeck

Previous forename(s)

Previous surname(s)

Address †

49 Brierdene Crescent

Whitley Bay

Post town

Newcastle upon Tyne

County / Region

Tyne & Wear

Postcode

NE26 4AD

Country

England

Day Month Year

Date of birth

0 4 0 4 1 9 3 9

Nationality British

Business occupation

Company Director

Other directorships

See sheet attached

I consent to act as director of the company named on page 1

Consent signature

Date

27/01/09.

Company Secretary (see notes 1-5)**Form 10 Continuation Sheet**

CHWP000

Company Name

Emmaus Gateshead

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature**Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mrs

*Honours etc

Forename(s)

Kathleen

Surname

Wallace

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

18 The Lairage

Ponteland

Post town

Newcastle upon Tyne

County / Region

Tyne & Wear

Postcode

NE20 9SA

Country

England

Day Month Year

Date of birth

1 3 0 3 1 9 4 1

Nationality British**Business occupation**

Retired

Other directorships

I consent to act as director of the company named on page 1

Consent signature

K. Wallace

Date

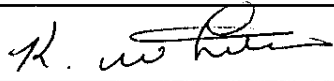
27.1.09

Directors (see notes 1-5)


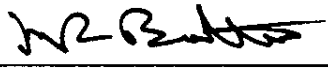
Please list directors in alphabetical order

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

NAME	*Style / Title	Mr	*Honours etc	
	Forename(s)	Kenneth John Francis		
	Surname	White		
	Previous forename(s)			
	Previous surname(s)			
	Address ††	1 Granby Close		
		Sunniside		
	Post town	Newcastle upon Tyne		
	County / Region	Tyne & Wear	Postcode	NE16 5ND
	Country	England		
	Date of birth	Day 1 1	Month 1 1	Year 1 9 3 0
		Nationality British		
	Business occupation	Retired		
	Other directorships	Contact Morpeth		
		Gateshead Law office		
	I consent to act as director of the company named on page 1			
	Consent signature			Date 27/1/09.

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed		Date	3.2.09
Signed		Date	3.2.09.
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

Emmaus Gateshead

Form 10

Mr Douglas George Ball

Other directorships:

Independent Quality Care Charity

St John of God Hospitaller Services

New Prospects

Northumbria Daybreak

Age Concern Gateshead

Northumberland British Red Cross

Gateshead Law Centre

Pallion Action Group

Emmaus Gateshead

Form 10

Mr Donald Horace Pinchbeck

Other directorships:

Innoverve Ltd

Multilayer Ltd

EC1 Ventures Ltd

EC1 Travel Systems Ltd

Gaia Fulfilment Ltd

Delphi Labs Ltd

Zullatec Ltd

Daista Software Ltd

HospiceCare North Northumberland

Verisim Ltd

Intellidat GF Ltd

ADS Group