

Company Number: 7264864

**THE COMPANIES ACT 2006
WRITTEN SPECIAL RESOLUTIONS**

OF

**THE PELICAN CANCER FOUNDATION LTD (the "Company")
(Private company limited by guarantee and not having a share capital)**

Date of circulation 5th January 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, we the undersigned, being all the members for the time being of the Company entitled to receive notice of and to attend and vote at general meetings, do resolve as follows

SPECIAL RESOLUTIONS

1. THAT the word 'Limited' be removed from the Company name so that the Company shall thereafter be known as
Pelican Cancer Foundation

2. THAT revised Articles be adopted in the form annexed

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution

The undersigned, being all the members entitled to vote on the Special Resolution as at the date of circulation, hereby irrevocably agree to the Special Resolution

TUESDAY

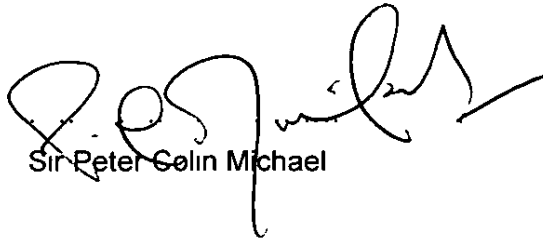


A44 "A1181XJM" #99
24/01/2012
COMPANIES HOUSE



Professor Richard John Heald

Date



Sir Peter Colin Michael

Date

Dr John Morris Fowler

Date

Brendan John Moran

Date

Christopher Roger Ettrick Brooke

Date

NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above
- 2 If you do not agree to the Special Resolution, you do not need to do anything, you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement
- 4 Unless, by 2nd February 2011 sufficient agreement has been received for the Special Resolution to pass, it will lapse If you agree to the Special Resolution, please ensure that your agreement reaches us before or during this date

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Professor Richard John Heald

Date

Sir Peter Colin Michael

Date



11 Jan. 12.

Dr John Morris Fowler

Date



11/1/12

Brendan John Moran

Date



13/1/12

Christopher Roger Ettrick Brooke

Date

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The Companies Acts 2006
Company limited by guarantee
ARTICLES OF ASSOCIATION OF
PELICAN CANCER FOUNDATION

Incorporated on 25 May 2010,
as amended by special resolution dated 5 April 2011
as amended by special resolution dated 5 January 2012

1 Name

The name of the company is the Pelican Cancer Foundation (the "Charity")

2 Registered Office

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

3 Interpretation

In these Articles

"address" means a postal address or, for the purposes of electronic communication, a fax number, and e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity,

"Articles" means the Charity's articles of association,

"clear days" in relation to the period of a notice means a period excluding

- The day when the notice is given or deemed to be given, and
- The day for which it is given or on which it is to take effect,

"Chairman" means the chairman of the Trustees,

"Charities Act" means the Charities Act 1993, as amended by the Charities Act 2006,

"Commission" means the Charity Commission for England and Wales,

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity,

"connected person"

means any of the following

- a) any parent, child (including stepchild or illegitimate child), brother, sister, grandparent or grandchild of a Trustee,
- b) the spouse or civil partner of a Trustee or of any person in (a), including anyone living as the spouse or civil partner of any of the above,

- c) any person carrying on business in partnership with a Trustee or any person in a) to b) above
- d) any institution which is controlled either by a Trustee alone or in combination with any one or more of the persons in a) to c) above
- e) any body corporate in which a Trustee, either alone or in combination with any one or more of the persons in a) to c) above, holds more than 20% of the share capital or more than 20% of the voting rights in the body corporate

Any person who is a connected person in relation to any Trustee is referred to in these Articles as 'connected' to that Trustee,

"custodian" means a person or body who undertakes safe custody of assets or of documents or records relating to them,

"document" includes unless otherwise specified, any document sent or supplied in electronic form,

"electronic form" has the meaning given in section 1168 of the Companies Act 2006,

"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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

"material benefit" means a benefit which may not be financial but has a monetary value,

"member" and **"membership"** refer to company membership of the Charity,

"Memorandum" means the Charity's Memorandum of Association,

"month" means calendar month,

"nominee company" means a corporate body registered or having an established place of business in England and Wales,

"Objects" means the Objects of the Charity as defined in clause 6 of the Memorandum,

"officers" includes the Trustees and the Secretary (if any)

"seal" means the common seal of the Charity if it has one

"taxable trading" means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

“Trustees” means the directors of the Charity (who are charity trustees as defined by section 97 of the Charities Act 1993),

“United Kingdom” means Great Britain and Northern Ireland,

“written” or **“in writing”** refers to a legible document on paper including a fax message

“year” means calendar year, and

words importing one gender shall include both other genders, and the singular shall include the plural and vice versa

Unless the context otherwise requires words and expressions contained in the Articles have the same meanings as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Charity

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

4 Limited Liability

The liability of members is limited

5 Guarantee

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a member

6 Objects

For the public benefit to advance research education and treatment of cancer in particular but not exclusively bowel cancer other pelvic malignancies liver cancer and related diseases.

7 Powers

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

- 7 1 To promote develop undertake and pioneer surgical techniques and instruments pre and post-operative care treatment and medication connected with cancer in particular but not exclusively bowel cancer other pelvic malignancies liver cancer and related diseases
- 7 2 To promote initiate or carry out research in cancer in particular but not exclusively bowel cancer other pelvic malignancies liver cancer and related diseases

- 7 3 To cause to be written published distributed or otherwise reproduced and circulated gratuitously or otherwise periodicals magazines books leaflets or other documents films and recorded tapes or otherwise
- 7 4 To hold exhibitions meetings lectures classes seminars and courses either alone or with others in any part of the United Kingdom or abroad in connection with techniques care treatment medication or research
- 7 5 To provide financial assistance to Doctors Surgeons Professors Academic or others attending meetings lectures classes seminars and courses in the United Kingdom or abroad for the purpose of advancing understanding of surgical techniques and instruments pre and post-operative care treatment and medication connected with cancer in particular but not exclusively bowel cancer other pelvic malignancies liver cancer and related diseases
- 7 6 To provide advice
- 7 7 To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them
- 7 8 To support, administer or set up other charities
- 7 9 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of fees, subscriptions, donations, contributions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to a special trust or not, provided that the Charity shall not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations
- 7 10 To borrow and raise money and to enter into any derivative arrangement relating to such borrowing, to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation The Charity must comply as appropriate with sections 38 and 39 of the Charities Act, if it wishes to mortgage land,
- 7 11 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the charity may think necessary for the promotion of the Objects, to manage and improve such property and to provide, construct, maintain, alter and equip any facilities, buildings or erections necessary or conducive to the Objects (subject to such consents as may be required by law)
- 7 12 To exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, manage and improve all or any part of the property or assets of the Charity and to exercise any rights, privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Charity may be obliged or required or ought to do as the owner of such property or assets or to otherwise deal with any of the property and rights of the Charity as may be necessary or conducive to the Objects In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act)

- 7 13 To lend and advance money or give credit on any terms and with or without security to any person, firm or company, including a trading company formed and operated in accordance with Article 7 26, to make grants, enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
- 7 14 To set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves
- 7 15 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification)
- 7 16 To delegate the management of investments to a financial expert, but only on terms that
- (1) the investment policy is set down in writing for the financial expert by the Trustees,
 - (2) every transaction is reported promptly to the Trustees,
 - (3) the performance of the investments is reviewed regularly with the Trustees,
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (5) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
 - (7) the financial expert must not do anything outside the powers of the Trustees
- 7 17 To arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required
- 7 18 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required
- 7 19 To insure the property of the Charity against any foreseeable risk and to take out other insurance policies to protect the Charity, its officers, staff and voluntary workers as thought fit

- 7 20 To pay for indemnity insurance for the Trustees
- 7 21 Subject to clause 8, to employ paid or unpaid agents, staff or advisers, to grant pensions, allowances and gratuities to past or present officers or servants of the Charity or to the dependants of such persons and to establish and maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions or other benefits for any such persons mentioned above
- 7 22 To enter into contracts to provide services to or on behalf of other bodies
- 7 23 To establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to, or aid in the establishment or support of, any charitable trusts, associations, institutions, societies or companies established for charitable purposes only
- 7 24 To acquire, merge with or to enter into any partnership or joint venture arrangement with any other charitable trusts, associations, institutions, societies, companies, social enterprises or voluntary bodies with similar charitable purposes
- 7 25 To establish or acquire subsidiary companies to assist or act as agents for the Charity
- 7 26 In exchange for full consideration, and subject to part V of the Charities Act, to grant licences or make any disposition of the property or assets of the Charity to a trading company or subsidiary company formed and operated for a purpose of benefiting the Charity No licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the School for non-charitable purposes
- 7 27 To pay the costs of forming the Charity
- 7 28 To do anything else within the law which promotes or helps to promote the Objects

8 Benefits to Members and Trustees

- 8 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but
 - (1) members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - (2) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - (3) members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - (4) individual members (whether or not Trustees) may receive charitable benefits in the capacity of beneficiaries of the Charity

- 8 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
- (1) as mentioned in clauses 7 21 (indemnity insurance), 8 1(2) (interest), 8 1(3) (rent), 8 1(4) (charitable benefits) or 8 3 (contractual payments),
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - (4) payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
 - (5) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 8 3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if
- (1) the goods or services are actually required by the Charity,
 - (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 8 4, and
 - (3) no more than one half of the Trustees are interested in such a contract in any financial year
- 8 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must
- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter,
 - (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information,
 - (3) not be counted in the quorum for that part of the meeting, and
 - (4) be absent during the vote and have no vote on the matter
- 8 5 This clause may not be amended without the written consent of the Commission in advance

9 Membership

- 9 1 The Charity must maintain a register of members

- 9 2 The subscribers to the Memorandum are the first members of the Charity
- 9 3 Any individual who is a Trustee shall be a member
- 9 4 Membership of the Charity is not transferable
- 10 Termination of membership
- Membership is terminated if
- 10 1 the member dies,
- 10 2 the member ceases to be a Trustee
- 11 Patrons
- 11 1 The Trustees may invite any person over the age of eighteen to become a Patron of the Charity
- 11 2 Patrons shall not be entitled to have a vote
- 12 Friends
- 12 1 The Trustees may invite any person over the age of eighteen to become a Friend of the Charity
- 12 2 Friends shall not be entitled to have a vote
- 13 General Meetings
- 13 1 The Trustees may call a general meeting at any time
- 13 2 Members are entitled to attend general meetings either personally or by proxy Proxy forms must be delivered to the Secretary at least 24 hours before the meeting
- 13 3 General meetings must be called on at least 14 clear days' written notice specifying the business to be discussed unless special notice is required
- 13 4 No business shall be transacted at a general meeting unless a quorum is present There is a quorum at a general meeting if the number of members present in person or by proxy is at least 50% of the members from time to time
- 13 5 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 13 6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast
- 13 7 Every member present in person or by proxy has one vote on each issue
- 13 8 A written resolution (signed by at least 50% plus one of those entitled to vote at a general meeting in the case of an ordinary resolution and signed

by at least 75% of those entitled to vote at a general meeting in the case of a special resolution) is as valid as a resolution actually passed at a general meeting For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature

14 The Trustees

- 14 1 The Trustees as charity trustees have control of the Charity and its property and funds
- 14 2 The Trustees when complete consist of at least **three** and not more than **twelve** individuals, all of whom become Members at the date of appointment
- 14 3 The subscribers to the Memorandum are the first Trustees
- 14 4 A Trustee shall be appointed by the Trustees for such term of office as they see fit
- 14 5 Every Trustee after appointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees
- 14 6 A Trustee's term of office automatically terminates if he or she
 - (1) is disqualified under the Charities Act from acting as a charity trustee,
 - (2) is incapable, whether mentally or physically, of managing his or her own affairs,
 - (3) is absent without notice from two consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign,
 - (4) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
 - (5) is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 14 7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

15 Trustees' proceedings

- 15 1 The Trustees must hold at least two meetings each year
- 15 2 The quorum for a meeting of the Trustees is **three** Trustees
- 15 3 A meeting of the Trustees may be held either in person or by suitable

electronic means agreed by the Trustees in which all participants may communicate with all the other participants

- 15 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 15 5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 15 6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 15 7 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
- 15 8 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting
- 15 9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

16 Conflicts of interest

16 1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply

- (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,
- (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, and
- (3) the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying

In this Article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee

17 Trustees' powers

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

- 17 1 To appoint (and remove) any Trustee or employee of the Charity to act as Secretary in accordance with the Companies Act
- 17 2 To appoint a Chairman, Treasurer and other honorary officers from among their number
- 17 3 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy
- 17 4 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees
- 17 5 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any)
- 17 6 To establish procedures to assist the resolution of disputes or differences within the Charity
- 17 7 To exercise any powers of the Charity which are not reserved to a general meeting

18 Delegation

- 18 1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any delegation must be recorded in the minute book
- 18 2 The sub-Committees shall include, but shall not be limited to, the Research Review Panel which is an advisory panel
- 18 3 The Trustees may impose conditions when delegating, including the conditions that
 - (1) the committee may act in an advisory capacity only,
 - (2) the relevant powers are to be exercised exclusively by the committee to whom they delegate,
 - (3) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees
- 18 4 The Trustees may revoke or alter a delegation at any time
- 18 5 All acts and proceedings of any committees must be fully and promptly reported to the Trustees

19 Records and Accounts

- 19 1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of

accounts and the preparation and transmission to the Registrar of Companies and the Commission of

- (1) annual returns,
- (2) annual reports, and
- (3) annual statements of account

19 2 The Trustees must keep proper records of

- (1) all proceedings at general meetings,
- (2) all proceedings at meetings of the Trustees,
- (3) all reports of committees, and
- (4) all professional advice obtained

19 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours

19 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs

19 5 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities

20 Notices

20 1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or by placing the notice on a website and providing the person with a notification in writing or electronic form of the presence of the notice on the website

20 2 The only address at which a member is entitled to receive notices is the address shown in the register of members

20 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
- (2) two clear days after being sent by first class post to that address,
- (3) three clear days after being sent by second class or overseas post to that address,
- (4) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier,

(5) as soon as the member acknowledges actual receipt

20 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

21 Indemnity

21 1 The Charity shall indemnify any relevant Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006

21 2 In this Article a "relevant Trustee" means any Trustee or former Trustee of the Charity

22 Dissolution

22 1 If the Charity is dissolved, either by resolution of the Trustees or by direction of the Commission, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects,
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance

22 2 The Commission shall be notified of the dissolution by such means as they direct