

Company Number: 08466743

Charity Number: 1151455

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**OF**  
**PENROSE OPTIONS ("the Company")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the following resolution is proposed as a special resolution:

That with effect from **1<sup>st</sup> November 2018** or such other date as may be determined by the Board of the Company the Articles of Association of the Company be deleted in their entirety and replaced by the Articles of Association in the form attached in substitution for all former articles of association.

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the resolution.

We the undersigned being the sole member of the Company who would be entitled to attend and vote at a general meeting of the Company if held on **19<sup>th</sup> October 2018**, hereby irrevocably agree to the resolution.



.....  
**Karl Marlowe, Chair  
for and on behalf of  
Social Interest Group**

**[Circulation date]:** 19<sup>th</sup> October 2018

**NOTES**

1. If you agree with the resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post



A11 \*A7HUCH4G\* #159  
02/11/2018  
COMPANIES HOUSE

or by fax to **Paul Lynas, Social Interest Group, 1 Waterloo Gardens, Milner Square,  
London N1 1TY Fax: 020 3668 9295**

You may not return the resolution to the Company by any other method.

If you do not agree to the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolution, you may not revoke your agreement.

3. Unless, by **16<sup>th</sup> November 2018** sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date.

4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Auditor – a copy of the resolution must be sent to the Company's auditor.

**CERTIFICATE OF PASSING**

**Company Number: 08466743**

**Charity Number: 1151455**

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
OF  
PENROSE OPTIONS ("the Company")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the following resolution was passed as a special resolution:

That with effect from **1<sup>st</sup> November 2018** or such other date as may be determined by the Board of the Company the Articles of Association of the Company be deleted in their entirety and replaced by the Articles of Association in the form attached in substitution for all former articles of association.

A handwritten signature in black ink that reads "Paul Lynas." The signature is written in a cursive, flowing style.

Paul Lynas  
Company Secretary

Date: 23<sup>rd</sup> October 2018

**ARTICLES OF ASSOCIATION**

**OF**

**PENROSE OPTIONS**

**(as adopted with effect from 1 November 2018 by a special resolution passed as a written resolution on 23rd October 2018)**

**Russell-Cooke LLP  
2 Putney Hill  
Putney  
London  
SW15 6AB  
Tel: 020 8789 9111  
[www.russell-cooke.co.uk](http://www.russell-cooke.co.uk)**

File Ref CG/SXR/154394.1

## **THE COMPANIES ACT 2006**

**Company Limited by Guarantee and not having a Share Capital**

### **ARTICLES OF ASSOCIATION**

**OF**

### **PENROSE OPTIONS**

#### **1. Name of Charity and Meaning of Words**

1.1 The name of the Charity is Penrose Options, called in this document "the Charity".

1.2 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

<b>1.3 Words</b>	<b>Meanings</b>
Act	the Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
Appointment Board Meeting	the first Board meeting in any financial year of the Charity;
Articles	these Articles of Association;
Board	the Board of Trustees of the Charity, the members of which are the directors of the Charity and are charity trustees;
Chair	the Chair of the Board of Trustees or any person discharging the functions of the Chair;
Charities Act	the Charities Acts 1992, 2006 and 2011 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
Charity	the company regulated by these Articles;
Charity Commission	the Charity Commission of England and Wales;
Clear Days	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;

Equinox Care	a company limited by guarantee with company number 2114430 and a charity registered with the Charity Commission with charity number 296694;
Executive Employee	an employee who is employed by Social Interest Group as the Group Chief Executive;
Member	means a member of the Charity for company law purposes and for the avoidance of doubt Social Interest Group shall be the sole member of the Charity;
Month	calendar month;
Objects	the Objects of the Charity as defined in Article 3;
Office	the registered office of the Charity;
Regulations	any rules, standing orders or regulations made in accordance with these Articles;
SIG Investments	a company limited by guarantee with company number 9918302 and a charity registered with the Charity Commission with charity number 1166811;
Signed	shall include faxes of signatures and other forms of authentication that are permitted by law;
Social Interest Group	the company limited by guarantee registered with Companies House under registration number 9122052 and registered with the Charity Commission of England and Wales with charity registration number 1158402;
Taxable Trading	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	the directors of the Charity;
United Kingdom	Great Britain and Northern Ireland; and
in Writing	written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail, or fax (to the extent legally permissible).

1.4 Words in the singular form include the plural and vice versa.

- 1.5 The words "person" or "people" include corporations and unincorporated associations, and the words "he", "his" and "him" shall include the female equivalent.
- 1.6 Apart from the words defined above, any words or expression defined in the Act will have the same meanings in these Articles, provided they are consistent with the subject or context.
- 1.7 Headings are not part of the Articles.
- 1.8 These Articles exclude any model Articles created under the Companies Acts, including under section 19 of the Companies Act 2006.
- 2. Registered Office**
- 2.1 The registered office of the Charity will be in England and Wales.
- 3. Objects of the Charity**
- 3.1 The objects of the Charity (the "Objects") are for the public benefit:-
- 3.1.1 to relieve people in need, including but not limited to those with mental health illness, those currently suffering from or recovering from substance mis-use or other addictive behaviour patterns, offenders, ex-offenders, the homeless, poor people, aged, disabled (whether physically or mentally) or chronically sick by all or any of the following means:
- (a) providing support in the form of housing, or accommodation, or services including but not limited to medical, social, welfare, rehabilitative, resettlement and care services;
- (b) providing education, training, employment, mentoring and other similar services;
- 3.1.2 to further such other exclusively charitable purposes according to the law of England and Wales as the Trustees in their absolute discretion from time to time determine.
- 4. Powers of the Charity**
- 4.1 The Charity has the following powers which may be used only to promote the Objects:-
- 4.1.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.1.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity in exercise of this power but the Charity must comply as appropriate with Sections 117 to 123 of the Charities Act 2011;
- 4.1.3 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of money borrowed, grant given or any other obligation but the Charity must comply as appropriate with Sections 124 to 126 of the Charities Act 2011 if it wishes to mortgage land;

- 4.1.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- 4.1.5 to employ and pay any employees, officers, servants and professional or other advisers;
- 4.1.6 subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- 4.1.7 to give or receive guarantees or indemnities;
- 4.1.8 to promote or undertake study or research and disseminate the results of such research;
- 4.1.9 to produce, print and publish anything in any media;
- 4.1.10 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- 4.1.11 to make social investments in pursuance of the Objects by any means;
- 4.1.12 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government, local authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
- 4.1.13 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves; and to accumulate expendable endowment;
- 4.1.14 to undertake any charitable trust;
- 4.1.15 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- 4.1.16 to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- 4.1.17 to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Charity not required for the purpose of the Charity in furtherance of the Charity's Objects;
- 4.1.18 to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;



- 4.1.19 to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- 4.1.20 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.21 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- 4.1.22 to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- 4.1.23 to insure any risks arising from the Charity's activities;

4.1.24

- (a) To purchase indemnity insurance out of the funds of the Charity to indemnify any of the Trustees against any personal liability in respect of:
  - (i) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Charity;
  - (ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Charity or of any body corporate carrying on any activities on behalf of the Charity; and
  - (iii) any liability to make contributions to the assets of the Charity in accordance with section 214 of the Insolvency Act 1986.
- (b) Subject to clause 4.1.24(d) below, any insurance in the case of 4.1.24(a)(i) or 4.1.24(a)(ii) must be so framed as to exclude the provision of an indemnity for a person in respect of:
  - (i) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
  - (ii) any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; and
  - (iii) any liability incurred by a Trustee to the Charity that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the best interests of the Charity or not.

- (c) Subject to clause 4.1.24(d) below any insurance in the case of 4.1.24(a)(iii) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation; and
- (d) To purchase out of the funds of the Charity any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time.

4.1.25 to pay all the expenses and costs of establishing the Charity;

4.1.26 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that:-

- (a) the Managers are properly authorised to carry on investment business;
- (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Charity;
- (c) the Managers are under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them for the Charity;
- (d) the Charity is entitled at any time to review, alter or terminate the delegation or the terms thereof; and
- (e) the Charity reviews the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation;

4.1.27 to arrange for investments or other property of the Charity to be held in the name of a nominee company (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required; and

4.1.28 to do anything else within the law which helps promote the Objects.

## **5. Use of income and property**

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the Member of the Charity or Trustees, and no Trustee may be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as permitted by law or by the Charity

Commission or as permitted below under 'Allowed Payments' and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent the Member of the Charity or a Trustee receiving any benefit as a beneficiary.

**6. Allowed Payments**

**6.1 The Charity may pay:-**

- 6.1.1 reasonable and proper payment to the Member, officer, servant, employee, professional or other adviser of the Charity who is not a Trustee for any goods or services supplied to the Charity;

**Payments for services and goods connected to those services**

- 6.1.2 reasonable and proper remuneration of a Trustee for services actually rendered to the Charity or a subsidiary of the Charity (save for services rendered in his capacity as a Trustee), and for goods that are supplied in connection with the provision of those services, PROVIDED THAT:-

- (a) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Board of Trustees;
- (b) no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;
- (c) such Trustee shall not vote on any resolutions relating to his engagement by the Charity or a subsidiary (as defined in the Act) of the Charity;
- (d) the remuneration or maximum remuneration payable to the Trustee shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Charity; and
- (e) the Trustees are satisfied it is in the best interests of the Charity for the services to be provided by that Trustee to the Charity or on behalf of the Charity for the remuneration or maximum remuneration agreed.

**Payments for goods not supplied in connection with services**

- 6.1.3 reasonable and proper payment for goods supplied by a Trustee that are not supplied in connection with services actually rendered to the Charity or a subsidiary of the Charity PROVIDED THAT:-

- (a) the amount or maximum amount of the payment for the goods is set out in a written agreement between the relevant Trustee and the Charity under which that Trustee is to supply the goods to or on behalf of the Charity;
- (b) the amount or maximum amount does not exceed what is reasonable in the circumstances for the supply of goods in question;
- (c) the other Trustees are satisfied it is in the best interests of the Charity to contract with that Trustee rather than with someone else

who is not a Trustee. In reaching such a decision the Trustees must balance the advantage of contracting with a Trustee against the disadvantages of doing so;

- (d) the relevant Trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into such a contract with that Trustee;
- (e) the relevant Trustee does not vote on any such matter and is not counted in the quorum for that decision; and
- (f) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised in Articles 6.1.2, 6.1.3, 6.1.4, 6.1.7, 6.1.10, or 6.1.11;

- 6.1.4 reasonable interest on the money lent by any Trustee;
- 6.1.5 reasonable out-of-pocket expenses to any Trustee;
- 6.1.6 reasonable and proper payment to a company of which the Member of the Charity or a Trustee holds not more than a hundredth of the capital;
- 6.1.7 reasonable and proper rent of premises demised or let by any Trustee;
- 6.1.8 to the extent permitted by law, reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article 4.1.24 above;
- 6.1.9 any payment to a Trustee under the indemnity provisions in the Articles of Association;
- 6.1.10 a Trustee to be employed by, or receive any remuneration from the Charity which is not authorised in this Article 6, provided the remuneration is authorised by the court or the Charity Commission; and
- 6.1.11 in exceptional cases other payments or benefits but only with the prior written approval of court or the Charity Commission.

PROVIDED THAT no Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

For the purposes of this Article 6 Trustee shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his partner.

A payment to a Trustee includes the payment to or the engagement of or remuneration of any firm or company in which the Trustee is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1 per cent. of the issued capital.

## **7. Alterations to these Articles**

7.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a general meeting or by a written special resolution. A special resolution will be validly passed at a general meeting if the Charity gives the Member at least 14 Clear Days' notice of the intention to pass a special resolution at the meeting and the Member voting at the meeting votes in favour of the resolution. Such a special resolution may be passed on shorter notice if the Member agrees to such short notice.

7.2 Alterations may only be made to:

7.2.1 the Objects; or

7.2.2 to any clause in these Articles which directs the application of property on dissolution; or

7.2.3 to any clause in these Articles which gives Trustees any benefit,

with the Charity Commission's prior written consent where this is required by law.

7.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles issued must contain the alterations.

7.4 Alterations may also require the consent of other bodies.

## **8. Limited Liability**

8.1 The liability of the Member is limited.

## **9. Guarantee by the Member of the Charity**

9.1 The Member of the Charity undertakes that, if the Charity is wound up while it is a Member, or within one year after it ceases to be a Member, it will contribute a sum not exceeding £1 to the assets of the Charity for:-

9.1.1 payment of the debts and liabilities of the Charity contracted before it ceases to be a Member;

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

9.1.3 adjustment of the rights of the contributories among themselves.

## **10. Indemnity of Trustees**

10.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Charity may indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or other officer save that no Trustee may be entitled to be indemnified:

10.1.1 for any liability incurred by him to the Charity or any associated company of the Charity (as defined by the Act for these purposes);

- 10.1.2 for any fine imposed in criminal proceedings;
  - 10.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - 10.1.4 for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;
  - 10.1.5 for any liability which he has incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against him; and
  - 10.1.6 for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.
- 10.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or officer, provided that he will be obliged to repay such amounts no later than:
- 10.2.1 if he is convicted in proceedings, the date when the conviction becomes final; or
  - 10.2.2 if judgment is given against him in proceedings, the date when the judgment becomes final; or
  - 10.2.3 if the court refuses to grant him relief on any application under the Act, the date when refusal becomes final.

## **11. Conflicts of Interest**

- 11.1 To the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction.
- 11.2 Where the duty of a Trustee to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Charity including a wish or duty to exploit any property, information or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed:
- 11.2.1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them; and
  - 11.2.2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee, subject to Articles 11.3 and 11.4; and

- 11.2.3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted, subject to Articles 11.3 and 11.4.
- 11.3 In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Trustees present at the meeting to constitute a quorum, the unconflicted Trustees present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 11.2 and the manner of dealing with the conflict, provided that:
- 11.3.1 they may only give such authorisation where they are satisfied that the conflicted Trustee or Trustees will not receive any direct or indirect benefit other than one permitted by these Articles; and
- 11.3.2 the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board.
- 11.4 In the event that all of the Trustees present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Trustees present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 11.3.1 and 11.3.2 above.
- 11.5 The duty to deal with conflicts referred to in Article 11.2 applies in the case of the exploitation of property, information or opportunity even if the Charity is not taking, or could not take, advantage of the opportunity.
- 11.6 The Trustees shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest.
- 11.7 The Board may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee.
- 11.8 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.
- 12. Rights of Inspection**
- 12.1 A copy of the Articles and any Regulations must be available for inspection by the Member of the Charity at the Office or at a single alternative inspection location if applicable. If the member requests a copy of the Articles of Association it must be sent a copy.
- 13. Register of Members**
- 13.1 The Charity must keep at the Office a register of Members showing their name, postal address and dates of becoming a Member and ceasing to be a Member.
- 13.2 Subject to any restrictions permitted by the Act, the register is available for inspection by the Member of the Charity without charge and any other person on payment of a fee prescribed by the Charity, subject to any maximum fee imposed by law. Subject to the Act, where a person seeks to inspect the register, the Charity

must within five working days either comply with the request or apply to the Court for permission not to comply with the request.

#### **14. Membership**

- 14.1 Social Interest Group is the sole Member of the Charity. No other person may be admitted to membership of the Charity at any time.
- 14.2 The Member as an organisation must, if asked, give a copy of its constitution to the Charity.
- 14.3 The Member as an organisation has the right to appoint a representative. At any time giving notice in Writing to the Charity, the Member can cancel the appointment of its representative and appoint another instead. The Member must confirm the name of its representative at the Charity's request. The representative has the right to attend, vote and speak at general meetings of the Charity and any vote given shall be valid unless prior to the vote the Charity receives written notice ending the representative's authority.

#### **15. General Meetings**

- 15.1 The Charity need not but may hold an annual general meeting in addition to any other general meeting in every calendar year. If held, the annual general meeting must be specified as such in the notices calling it.
- 15.2 All general meetings except annual general meetings are called general meetings.

#### **16. Notice of General Meetings**

- 16.1 An annual general meeting or a general meeting must be called by giving at least 14 Clear Days' notice in Writing. Such notices must specify the place, date, time and the general nature of any business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the Member of its right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles. A meeting may be held on shorter notice if it is agreed by the Member.

#### **17. Quorum for General Meetings**

- 17.1 Business may be transacted at a general meeting only if a quorum of Members is present when the meeting begins to deal with its business. A quorum is the Member whether present in person or by proxy.

#### **18. Adjournment if no Quorum**

- 18.1 If the meeting is called by the demand of the Member, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide. Articles 20.2 and 20.3 shall apply to such an adjourned meeting.



- 18.2 If no quorum is present at the adjourned meeting within half an hour of the appointed starting time, the Member present at that time shall constitute the quorum for that meeting.

**19. Chairman of a General Meeting**

- 19.1 The Chair (if any) of the Board should normally preside as chairman at every general meeting of the Charity. If there is no Chair, or if he is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board shall select the chairman of the meeting and in default the Member at the meeting shall select a chairman.

**20. Adjournment of a General Meeting**

- 20.1 The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.
- 20.2 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 20.3 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

**21. Voting on Resolutions**

- 21.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands by the Member unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the chairman of the meeting or the Member, save that no poll may be demanded on the election of a chairman of a meeting or on any question of adjournment. The Member may vote by proxy.
- 21.2 The Member may appoint a proxy. The proxy may be appointed by the Member to exercise all or any of the Member's rights to attend, speak, vote and demand a poll at a meeting of the Charity.

**22. Proxies**

- 22.1 A person holding a proxy may vote on any resolution.
- 22.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Trustees may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or at such other place or with such other person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).



25.2 The auditor or reporting accountant has the right to attend general meetings and to speak at general meetings on any part of the business of the meeting which concerns him as auditor or reporting accountant.

25.3 A Trustee shall have the same rights as the Member to attend and speak at general meetings but shall not be entitled to vote at general meetings.

## **26. Written Agreement to Resolution**

26.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, the Member may pass a valid resolution without a meeting being held. But for the resolution to be valid:

26.1.1 it must be in Writing;

26.1.2 in the case of a special resolution it must be stated on the resolution that it is a special resolution, and it must be Signed by the Member (or its duly authorised representative) entitled to receive notice of and to attend general meetings;

26.1.3 in the case of an ordinary resolution it must be Signed by the Member (or its duly authorised representative) entitled to receive notice of and to attend general meetings; and

26.1.4 the passing of the resolution must comply with any other requirements of the law from time to time.

26.2 A written resolution is passed when the Member has signified its agreement to it.

26.3 A written resolution passed in accordance with this Article 26 has effect as if passed by the Charity in general meeting.

## **27. Management by the Board**

27.1 The business of the Charity is managed by the Board. They may pay all the expenses of promoting and registering the Charity. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a general meeting of the Charity.

## **28. The Keeping of Minutes**

28.1 The Board must have a record of minutes:-

28.1.1 of all appointments of officers by the Board;

28.1.2 of the names of the Trustees present at each of its meetings; and

28.1.3 of all resolutions and proceedings at all meetings of:

(a) The Member;

(b) The Board.

## **29. The Make-up of the Board**

- 29.1 From the effective date of adoption of these Articles the Board consists of not fewer than three persons who shall be appointed and removed by the Member at any time at a meeting or in writing and who shall be identical to those persons on the board of Social Interest Group or as the Member shall otherwise direct save that the Executive Employee shall not be on the Board of the Charity.
- 29.2 No person under the age of 18 may be appointed as a Trustee.

## **30. Retirement of Trustees**

- 30.1 At the third Appointment Board Meeting after his last appointment a Trustee shall retire. He shall be eligible for re-appointment ("Initial Re-Appointment") and a re-appointed Trustee may serve until the third Appointment Board Meeting following their Initial Re-appointment.

## **31. Change in composition of the Board**

- 31.1 The make-up and number of the Board may be varied by amendment to these Articles but at no time may the number of the Board be reduced to below three.

## **32. Notification of change of members of the Board to the Registrar of Companies**

- 32.1 All appointments, retirements or removals of Trustees and the Company Secretary (if appointed) must be notified to the Registrar of Companies.

## **33. Ending of Board Membership**

- 33.1 A Trustee ceases to hold office if he:-
- 33.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - 33.1.2 becomes barred from membership of the Board because of any order made under the Act, the Company Directors Disqualification Act 1986 (or any regulations made under it) or the Charities Act 2011; or
  - 33.1.3 is considered by the Board to have become incapable whether mentally or physically of managing his own affairs and a majority of the other Trustees resolve that he must cease to hold office; or
  - 33.1.4 resigns the office by notice in writing to the Charity but only if at least three Trustees will remain in office when the resignation takes effect; or
  - 33.1.5 is absent from three consecutive meetings of the Trustees without permission or if his attendance falls below 70% without permission, and it is resolved by a majority of the other Trustees to remove him; or
  - 33.1.6 breaches his duties under the Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75 per cent. of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting; or

- 33.1.7 is removed from office under Article 34; or
- 33.1.8 ceases to be a trustee of Social Interest Group and/or Equinox Care and/or SIG Investments; or
- 33.1.9 is removed from office by a resolution of at least 75 per cent. of the other Trustees present and voting at a Board meeting at which at least half of the serving Trustees are present provided that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting; or
- 33.1.10 dies.

#### **34. Removal of a Trustee by a General Meeting**

- 34.1 The Member may require the Board to call a general meeting by following the procedure set out in the Act. It may propose a resolution to remove a Trustee before the end of his period of office at that meeting, in accordance with the procedure set out in the Act.

#### **35. Meetings of the Board**

- 35.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.
- 35.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.
- 35.3 The Charity, if requested by the Chair or any two Trustees, must summon a meeting of the Board.
- 35.4 Notice of a Board Meeting need not be given to any Trustee who is out of the United Kingdom.
- 35.5 Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.
- 35.6 The Member may, by resolution, direct the Trustees to take, or refrain from taking, specified action. No such resolution invalidates anything which the Trustees have done before the passing of the resolution.

#### **36. Officers of the Board**

- 36.1 The Board may elect or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees.

#### **37. Quorum for the Board**

- 37.1 The quorum necessary for business to be done at a Board meeting is two Trustees or half the Board whichever is the higher (and where one half does not produce a whole number the quorum shall be the next higher whole number). A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote. This is subject to Article 11.

**38. Board's Right to Act Despite Vacancies on the Board**

- 38.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to summon a general meeting of the Charity or to request that the Member appoints further Trustees.

**39. A Resolution may be Approved by Signature Without a Meeting**

- 39.1 A resolution in Writing Signed by all of the Trustees is as valid as if it had been passed at a properly held meeting of the Board. The resolution may consist of several documents in the same form Signed by one or more members of the Board.

**40. Validity of Acts Done at Meetings**

- 40.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he was disqualified, anything done before the discovery is as valid as if there were no defect or disqualification.

**41. Delegation by the Board**

- 41.1 The Board may delegate the administration of any of its powers to individual Trustees or committees of Trustees and any such Trustee or committee must conform to any rules that the Board imposes on it.
- 41.2 The Board may co-opt any person or people who are not Trustees to serve on the committee, but any such committee must have at least one Trustee on it at all times.
- 41.3 All acts and proceedings of the committee or Trustees must be reported to the Board as soon as possible.

**42. Chair of Committees**

- 42.1 A committee may elect a chair of its meetings if the Board does not nominate one.
- 42.2 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the committee members present may choose one of their number to be chairman of the meeting.

**43. Meetings of Committees**

- 43.1 A committee may meet and adjourn whenever it chooses.
- 43.2 Questions at the meeting must be decided by a majority of votes of the committee members present. In the case of an equality of votes, the chairman of the committee meeting shall have a casting vote.
- 43.3 A committee must have minutes entered in minute books.
- 43.4 If it is discovered that there was some defect in the procedure at a meeting of a committee, or in the appointment of a committee member, anything done before such discovery at any meeting of the committee is as valid as if there were no defect.

**44. Appointment and Removal of the Company Secretary**

- 44.1 The Member may but, subject to the Act, need not appoint a Company Secretary and may decide his period of office, pay and any conditions of service, and may remove him from office. For the avoidance of doubt the Company Secretary need not be a Trustee.
- 45. Honorary Officer**
- 45.1 The Board may appoint or remove any person for such terms as they think fit as the President, Vice President or Patron of the Charity. Such posts are honorary only and carry no vote or other rights.
- 46. Actions of Trustees and Company Secretary**
- 46.1 The Act says that some actions must or may be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and Company Secretary, that one person may not act in the capacity of both Trustee and Company Secretary for any business that requires the action of both a Trustee and the Company Secretary.
- 47. Proper Accounts must be Kept**
- 47.1 Accounts shall be prepared in accordance with the Act and the Charities Act.
- 48. Books must be Kept at the Office**
- 48.1 The accounts must be kept at the Office or at other places decided by the Board. The accounts must always be open to inspection by Trustees.
- 49. Inspection of Books**
- 49.1 The Trustees authorise the Member to be entitled to inspect the accounts.
- 50. Accounts and Returns**
- 50.1 The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings.
- 50.2 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in Companies Act 2006).
- 50.3 The deadline for sending out the accounts and reports (or summary financial statements) is as follows:
- 50.3.1 the deadline for filing the Charity's accounts and reports (or summary financial statements) with Companies House, as prescribed by the Companies Act 2006; or
- 50.3.2 if earlier, the date on which the Charity actually files the accounts and reports (or summary financial statements) with Companies House.
- 50.4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within any deadlines specified by law.

- 50.5 The Board must file with the Charity Commission the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within any deadlines specified by the Charity Commission.

**51. Appointment of Reporting Accountants or Auditors**

- 51.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

**52. Service of Notices**

- 52.1 The Charity may give notices, accounts or other documents to the Member either:

- 52.1.1 personally; or
- 52.1.2 by delivering them or sending them by ordinary post to the Member's registered address; or
- 52.1.3 if the Member has provided the Charity with a fax number, by sending them by fax to the Member. This is subject to the Member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or
- 52.1.4 if the Member has provided the Charity with an e-mail address, by sending them by e-mail to that address. This is subject to the Member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement.

If the Member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which he has given the Charity for that purpose or in accordance with Article 52.1.1, 52.1.3 or 52.1.4 above.

If a notice, accounts or other documents are sent by post, they will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing them. If sent by fax or email they will be treated as properly sent if the Charity receives no indication that they have not been received.

- 52.2 If sent by post in accordance with this Article, the notice, accounts or other documents will be treated as having been received 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice, accounts or other documents will be treated as having been received 24 hours after having been properly sent.
- 52.3 The Charity may assume that any fax number or e-mail address given to it by the Member remains valid unless the Member informs the Charity that it is not.



**53. Accidental Omission of Notice**

- 53.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

**54. Who is Entitled to Notice of General Meetings**

- 54.1 Notice of every general meeting must be given to:-

54.1.1 the Member;

54.1.2 the reporting accountants or auditor of the Charity;

54.1.3 all Trustees;

54.1.4 any President or other honorary position.

- 54.2 No one else is entitled to receive notice of general meetings.

**55. Regulations**

- 55.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

**56. Winding-up of the Charity**

- 56.1 The Member may decide at any time to dissolve the Charity. If the Charity is wound up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are the same as or similar to those of the Charity.
- 56.2 The institution or institutions will be chosen by the Trustees of the Charity at or before the time when the Charity is wound-up or dissolved.