



FILE COPY

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

Company Number **9033086**

The Registrar of Companies for England and Wales, hereby certifies that

THE REHABILITATION TRUST

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House on **9th May 2014**



N09033086G



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

021567/40.

In accordance with
Section 9 of the
Companies Act 2006

IN01

Application to register a company

A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register a
private or public company

☒ **What this form is NOT**
You cannot use this form
a limited liability partner
this, please use form LL1

FRIDAY



A21 *A370NM00*
02/05/2014 #48
COMPANIES HOUSE

Part 1 Company details

<p>A1</p> <p>Company name</p> <p>To check if a company name is available use our WebCheck service and select the 'Company Name Availability Search' option www.companieshouse.gov.uk/info</p> <p>Please show the proposed company name below</p> <p>Proposed company name in full ①</p> <p>The Rehabilitation Trust</p> <p>For official use</p> <p>9 0 3 3 0 8 6</p>	<p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p> <p>① Duplicate names Duplicate names are not permitted A list of registered names can be found on our website. There are various rules that may affect your choice of name. More information on this is available in our guidance booklet GP1 at www.companieshouse.gov.uk</p>
<p>A2</p> <p>Company name restrictions ①</p> <p>Please tick the box only if the proposed company name contains sensitive or restricted words or expressions that require you to seek comments of a government department or other specified body</p> <p><input checked="" type="checkbox"/> I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response</p>	<p>① Company name restrictions A list of sensitive or restricted words or expressions that require consent can be found in our guidance booklet GP1 at www.companieshouse.gov.uk</p>
<p>A3</p> <p>Exemption from name ending with 'Limited' or 'Cyfyngedig' ①</p> <p>Please tick the box if you wish to apply for exemption from the requirement to have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative</p> <p><input checked="" type="checkbox"/> I confirm that the above proposed company meets the conditions for exemption from the requirement to have a name ending with 'Limited', 'Cyfyngedig' or permitted alternative</p>	<p>① Name ending exemption Only private companies that are limited by guarantee and meet other specific requirements are eligible to apply for this. For more details, please go to our website www.companieshouse.gov.uk</p>
<p>A4</p> <p>Company type ①</p> <p>Please tick the box that describes the proposed company type and members' liability (only one box must be ticked)</p> <p><input type="checkbox"/> Public limited by shares</p> <p><input type="checkbox"/> Private limited by shares</p> <p><input checked="" type="checkbox"/> Private limited by guarantee</p> <p><input type="checkbox"/> Private unlimited with share capital</p> <p><input type="checkbox"/> Private unlimited without share capital</p>	<p>① Company type If you are unsure of your company's type, please go to our website www.companieshouse.gov.uk</p>

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A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number C/O The Disabilities Trust

Street 1st Floor, 32 Market Place

The Martlets

Post town Burgess Hill

County/Region West Sussex

Postcode R H 1 5 9 N P

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1 I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2 I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3 ☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

Secretary**B1 Secretary appointments**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) ^②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2 Secretary's service address

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3 Signature

I consent to act as secretary of the proposed company named in Section A1.

Signature	Signature X	X
-----------	----------------	---

① Signature

The person named above consents to act as secretary of the proposed company.

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Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①	
	Please use this section to list all the corporate secretary appointments taken on formation	
Name of corporate body/firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
	① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number	
C2	Location of the registry of the corporate body or firm	
	Is the corporate secretary registered within the European Economic Area (EEA)?	
	→ Yes Complete Section C3 only → No Complete Section C4 only	
C3	EEA companies ①	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered ①		
Registration number		
	① EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ② This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)	
C4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ①		
Registration number		
	① Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register	
C5	Signature ①	
	I consent to act as secretary of the proposed company named in Section A1	
Signature	Signature <div style="display: flex; justify-content: space-between; align-items: center;"> X X </div>	
	① Signature The person named above consents to act as corporate secretary of the proposed company	

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Director

D1	Director appointments ①	
	Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5	
Title*	Mr	
Full forename(s)	John Barrie	
Surname	Oldham	
Former name(s) ②		
Country/State of residence ③	England	
Nationality	British	
Date of birth	<div> <div>d 1</div> <div>d 2</div> <div>m 0</div> <div>m 1</div> <div>y 1</div> <div>y 9</div> <div>y 5</div> <div>y 1</div> </div>	
Business occupation (if any) ④	Chief Executive	

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence
This is in respect of your usual residential address as stated in section D4.

④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.


Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2	Director's service address ⑤	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4 .	
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	
Country		

⑤ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3	Signature ⑥	
	I consent to act as director of the proposed company named in Section A1	
Signature	<div> <div>Signature</div> <div>  </div> </div>	

⑥ Signature
The person named above consents to act as director of the proposed company.

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Application to register a company

Director

D1	Director appointments ①	
	Please use this section to list all the director appointments taken on formation For a corporate director, complete Sections E1-E5	
Title*		
Full forename(s)		
Surname		
Former name(s)②		
Country/State of residence ③		
Nationality		
Date of birth	d	d m m y y y y
Business occupation (if any) ④		

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section D4.

④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2	Director's service address ⑤	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		

⑤ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3	Signature ⑥	
	I consent to act as director of the proposed company named in Section A1	
Signature	<div style="display: flex; justify-content: space-between; align-items: center;"> <div>Signature X</div> <div>X</div> </div>	

⑥ Signature
The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1	Corporate director appointments ①	
	Please use this section to list all the corporate directors taken on formation	
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
	① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number	
E2	Location of the registry of the corporate body or firm	
	Is the corporate director registered within the European Economic Area (EEA)?	
	→ Yes Complete Section E3 only → No Complete Section E4 only	
E3	EEA companies ①	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered ①		
Registration number		
	① EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ② This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)	
E4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ①		
If applicable, the registration number		
	① Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register	
E5	Signature ①	
	I consent to act as director of the proposed company named in Section A1	
Signature	Signature X <div style="text-align: center;">X</div>	
	① Signature The person named above consents to act as corporate director of the proposed company	

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Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

F1 Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling
If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
				£
				£
				£
				£
Totals			0	£ 0 00

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals			0	0 00

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals			0	0 00

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate nominal value ❹

❹ Total aggregate nominal value
Please list total aggregate values in
different currencies separately For
example £100 + € 100 + \$10 etc

❶ Including both the nominal value and any share premium

❷ Number of shares issued multiplied by nominal value of each share

Continuation Pages
Please use a Statement of Capital continuation
page if necessary

❸ Total number of issued shares in this class

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Application to register a company

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Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

Prescribed particulars

1

Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Class of share		
Prescribed particulars ❶		<p>❶ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4**Statement of guarantee**

Is your company limited by guarantee?

→ **Yes** Complete the sections below→ **No** Go to **Part 5** (Statement of compliance)**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) 1	The Disabilities Trust
Surname 1	
Address 2	1st Floor, 32 Market Place
	Burgess Hill
Postcode	R H 1 5 9 N P
Amount guaranteed 3	£1

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

Subscriber's details

Forename(s) 1	
Surname 1	
Address 2	
Postcode	
Amount guaranteed 3	

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Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

❶ Name

Please use capital letters

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5**Statement of compliance**

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

→ No Go to **Section H1** (Statement of compliance delivered by the subscribers)→ Yes Go to **Section H2** (Statement of compliance delivered by an agent)**H1****Statement of compliance delivered by the subscribers ¹**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

¹ Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance

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Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2**Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	
Building name/number	
Street	
Post town	
County/Region	
Postcode	<div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
Country	
I confirm that the requirements of the Companies Act 2006 as to registration have been complied with	
Agent's signature	Signature X <div style="text-align: right;">X</div>

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Application to register a company



Presenter information

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

Contact name **Stephen Round**

Company name **Anthony Collins Solicitors LLP**

Address

Post town

County/Region

Postcode

Country

DX **13055 Birmingham 1**

Telephone



Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
☐ At the agents address (Given in Section H2)



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses



How to pay

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to www.companieshouse.gov.uk



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANY NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF
THE REHABILITATION TRUST**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

Name of each subscriber

Authentication by
each subscriber

JOHN SHARIE OLHAM.



Dated: 30 April 2014

Articles of Association

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of The Rehabilitation Trust

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of The Rehabilitation Trust

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

OBJECTS AND POWERS

2. Objects

The objects of the Charity are

To relieve people with disabilities in any manner which now is or hereafter may be deemed to be charitable particularly by the provision of special housing units for people with disabilities in need

3. Powers

To further its objects the Charity may

- 3 1 provide and assist in the provision of money, materials or other help,
- 3 2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,
- 3 3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium,
- 3 4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
- 3 5 provide or procure the provision of counselling and guidance,
- 3 6 provide or procure the provision of advice,
- 3 7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake,

- 3.8 enter into contracts to provide services to or on behalf of other bodies,
- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, improve, control, manager, alter and equip any buildings or facilities,
- 3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011),
- 3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land),
- 3.12 set aside funds for special purposes or as reserves against future expenditure,
- 3.13 invest the Charity's money not immediately required for its objects in or upon any investments provided that the word "investments" shall be deemed to include any and every form of property, interest or rights in or upon or for which money or other property is capable of being laid out, applied or exchanged, whether or not producing income, of a wasting nature, or involving liabilities or risk, whether with or without security, and whether or not the same shall fall within the meaning ascribed to that word by law or by common usage, and the word "investments" shall include in particular (but without limitation):
 - 3.13.1 stocks, shares, debentures, bonds, loan stock, deposits, certificates of deposit and any other securities,
 - 3.13.2 rights and interests in limited partnerships, limited liability partnerships and other entities conferring limited liability, collective investment schemes, open ended investment companies and unit trusts,
 - 3.13.3 land and any interest in land of any tenure and the development of land for investment purposes,
 - 3.13.4 chattels,
 - 3.13.5 loans, including loans upon personal credit,
 - 3.13.6 units, warrants, cash and currencies,
 - 3.13.7 instruments convertible into any other form of investment,
 - 3.13.8 options, futures (including future foreign exchange contracts), swaps and contracts for differences,
 - 3.13.9 stock lending contracts, and

- 3 13 10 any other form of investment recognised from time to time in reputable financial circles,
- 3 14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required,
- 3 15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company,
- 3 16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 17 accept (or disclaim) gifts of money and any other property,
- 3 18 raise funds by way of subscription, donation or otherwise,
- 3 19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits,
- 3 20 incorporate and acquire subsidiary companies to carry on any trade,
- 3 21 subject to Article 4 (limitation on private benefits)
- 3 21 1 engage and pay employees, consultants and professional or other advisers, and
- 3 21 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 3 22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 3 23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects),
- 3 24 undertake and execute charitable trusts,
- 3 25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body,

- 3 26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3 27 pay out of the funds of the Charity the costs of forming and registering the Charity,
- 3 28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity,
- 3 29 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011, and
- 3 30 do all such other lawful things as may further the Charity's objects

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4 1 The income and property of the Charity shall be applied solely towards the promotion of its objects

Permitted benefits to members

- 4 2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity This shall not prevent any payment in good faith by the Charity of
 - 4 2 1 any payments made to any member in his, her or its capacity as a beneficiary of the Charity,
 - 4 2 2 reasonable and proper remuneration to any member for any goods or services supplied to the Charity (including services performed by the member under a contract of employment with the Charity), provided that if such member is a Trustee Articles 4 3, 4 4 and 4 5 shall apply,
 - 4 2 3 interest at a reasonable and proper rate on money lent by any member to the Charity,
 - 4 2 4 any reasonable and proper rent for premises let by any member to the Charity, and
 - 4 2 5 any payments to a member who is also a Trustee which are permitted under Articles 4 3, 4 4 or 4 5

Permitted benefits to Trustees and Connected Persons

4 3 No Trustee may

- 4 3 1 sell goods, services or any interest in land to the Charity,
- 4 3 2 be employed by, or receive any remuneration from, the Charity, or
- 4 3 3 receive any other financial benefit from the Charity,

unless the payment is permitted by Article 4 4 or 4 5 or authorised in Writing by the Charity Commission

4 4 A Trustee may receive the following benefits from the Charity

- 4 4 1 a Trustee or person Connected to a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity,
- 4 4 2 a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity,
- 4 4 3 a Trustee or person Connected to a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a person Connected to a Trustee in relation to that Trustee),
- 4 4 4 a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity,
- 4 4 5 a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Charity,
- 4 4 6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3 29, and
- 4 4 7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6,

provided that where benefits are conferred under Article 4 4, Article 22 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit

Subsidiary Companies

- 4 5 Article 4.4 (read so that references to "the Charity" are replaced by references to "any Subsidiary Company") shall permit a Trustee to receive benefits from a Subsidiary Company provided that
- 4 5 1 Article 4.4 1 shall be treated as though it read "a Trustee or person Connected to a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company", and
- 4 5 2 the words in Article 4 4 3 "on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity)" shall be treated as though they read ", with the approval of the Trustees, (excluding the service of acting as Trustee but including other services performed by a Trustee or person Connected to a Trustee under a contract of employment with any Subsidiary Company)"

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- 4 6 If the Charity is registered with the Office of the Scottish Charity Regulator the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for

- 5 1 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a member,
- 5 2 payment of the costs, charges and expenses of winding up, and
- 5.3 adjustment of the rights of the contributories among themselves

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity

8. Members' reserve power

- 8 1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action
- 8 2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution

9. Chair and Vice-Chair

The Trustees may appoint from amongst their number a Chair and Vice-Chair of Trustees for such terms of office as they determine and may at any time remove such Chair or Vice-Chair from that office

10. Trustees may delegate

- 10 1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee
- 10 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee
- 10 3 Any delegation by the Trustees may be
 - 10 3 1 by such means,
 - 10 3 2 to such an extent,
 - 10 3 3 in relation to such matters or territories, and
 - 10 3 4 on such terms and conditions,as they think fit
- 10 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

- 10 5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions
- 10 6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine

11. Committees

11 1 In the case of delegation to committees

- 11 1 1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),
- 11 1 2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify,
- 11 1 3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees,
- 11 1 4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and
- 11 1 5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees

- 11 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees

12. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers

- 12 1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget,
- 12 2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority, and
- 12 3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity

13. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that

- 13 1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees,
- 13 2 timely reports of all transactions are provided to the Trustees;
- 13 3 the performance of the investments is reviewed regularly with the Trustees,
- 13 4 the Trustees are entitled to cancel the delegation arrangement at any time,
- 13 5 the investment policy and the delegation arrangements are reviewed regularly,
- 13 6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
- 13 7 the Financial Expert or Experts must not do anything outside the powers of the Trustees

14. Rules

- 14 1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs. The rules shall be binding on all members of the Charity. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law
- 14 2 The rules may regulate the following matters but are not restricted to them
 - 14 2 1 the duties of any officers or employees of the Charity,
 - 14 2 2 the admission of members of the Charity and the benefits, rights, privileges and conditions of membership, and any subscriptions, fees or payments to be made by members,
 - 14 2 3 the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers,
 - 14 2 4 the conduct of business of any committee in connection with the Charity's activities (including local committees to support the running of any residential housing or sheltered accommodation owned or managed by the Charity),
 - 14 2 5 the procedure at general meetings,
 - 14 2 6 any of the matters or things within the powers or under the control of the Trustees, and

14 2 7 generally, all such matters as are commonly the subject matter of company rules

14 3 The Charity in general meeting has the power to alter, add to or repeal the rules

DECISION-MAKING BY TRUSTEES

15. Trustees to take decisions collectively

Any decision of the Trustees must be either

15 1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting, or

15 2 a unanimous decision taken in accordance with Article 21

16. Calling a Trustees' meeting

16 1 One Trustee may (and the Secretary, if any, must at the request of a Trustee) call a Trustees' meeting

16 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either

16 2 1 all the Trustees agree, or

16 2 2 urgent circumstances require shorter notice

16 3 Notice of Trustees' meetings must be given to each Trustee

16 4 Every notice calling a Trustees' meeting must specify

16 4 1 the place, day and time of the meeting,

16 4 2 the general nature of the business to be considered at such meeting, and

16 4 3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

16 5 Notice of Trustees' meetings need not be in Writing

16.6 Article 49 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose

17. Participation in Trustees' meetings

17 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when

- 17 1 1 the meeting has been called and takes place in accordance with the Articles, and
 - 17 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 17 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other
- 17 3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

18. Quorum for Trustees' meetings

- 18 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 18 2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than one, and unless otherwise fixed by the Trustees it is one
- 18 3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision
 - 18 3 1 to appoint further Trustees, or
 - 18 3 2 to call a general meeting so as to enable the members to appoint further Trustees

19. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting

20. Casting vote

- 20 1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have
- 20 2 Article 20 1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

21. Unanimous decisions without a meeting

- 21 1 A decision is taken in accordance with this Article 21 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter The Trustees cannot rely

on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 22, results in them not being entitled to vote

- 21 2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing
- 21 3 A decision which is made in accordance with this Article 21 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with
 - 21 3 1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees,
 - 21 3 2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 21 3,
 - 21 3 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and
 - 21 3 4 the Recipient must prepare a minute of the decision in accordance with Article 53 (minutes)

22. Trustee interests and management of conflicts of interest

Declaration of interests

- 22 1 Unless Article 22 2 applies, a Trustee must declare the nature and extent of
 - 22 1 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity, and
 - 22 1 2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity
- 22 2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware

Participation in decision-making

- 22 3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter Any uncertainty about whether

a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process

- 22 4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless

22 4 1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4 4 1) and which is available generally to the beneficiaries of the Charity,
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3 29,
- (c) payment under the indemnity set out at Article 6, and
- (d) reimbursement of expenses in accordance with Article 4 4 2, or

22 4 2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 22 5

- 22 5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 22 5 he or she must

22 5 1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate,

22 5 2 not be counted in the quorum for that part of the process, and

22 5 3 withdraw during the vote and have no vote on the matter

Continuing duties to the Charity

- 22 6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict

22 6 1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her, and

22 6 2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position

23. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept

24. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be at least one and no more than fifteen Trustees

26. Appointment of Trustees and retirement of Trustees by rotation

Appointment of Trustees

26 1 Subject to Article 26 2, any person who is willing to act as a Trustee and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee

26 1 1 by ordinary resolution (subject to Article 26 7), or

26 1 2 by a decision of the Trustees

26.2 Up to three Trustees in office at any time may be beneficiaries of the Charity having the use or occupation of premises provided and managed by the Charity, provided that Trustees appointed in accordance with this Article 26 2

26 2 1 shall not constitute a majority of the trustees present and entitled to vote at any meeting, and

26 2 2 must comply with the conflicts of interest provisions at Article 22 5 in respect of any Trustee decisions which relate to the benefit they receive from the Charity

Conditions of appointment

- 26 3 No person shall be appointed or reappointed a Trustee at any general meeting unless he or she is recommended by the Trustees
- 26 4 At least five but not more than 28 Clear Days before the date appointed for holding a general meeting notice must be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting. The notice must give such information about the proposed Trustee as the Trustees shall decide/the particulars of that person which would, if he or she were so appointed, be required to be included in the Charity's register of Trustees

General

- 26 5 A Trustee may appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees

27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if

- 27 1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law,
- 27 2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity,
- 27 3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy,
- 27 4 a composition is made with his or her creditors generally in satisfaction of his or her debts,
- 27.5 he or she is named on the children's barred list and/or the adults' barred list maintained under the Safeguarding Vulnerable Groups Act 2006,
- 27 6 if it is a legal requirement that a trustee of the Charity be on the register maintained under the Safeguarding Vulnerable Groups Act 2006, he or she is on that register,
- 27 7 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office,
- 27 8 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least one Trustee will remain in office when such resignation has taken effect),

- 27 9 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason, or
- 27 10 at a general meeting of the Charity, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views, or
- 27 11 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees

28. Honorary Officers

- 28 1 The Trustees may appoint and remove any individual(s) as President(s), Vice-President(s) and Patron(s) of the Charity on such terms as they shall think fit
- 28 2 An honorary officer appointed under this Article shall have the right to be given notice, to attend and speak (but not to vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Becoming a member

- 29 1 The members of the Charity shall be such persons as are admitted to membership by the Trustees in accordance with the Articles
- 29 2 With the exception of the subscribers to the Memorandum, no person may become a member of the Charity unless
- 29 2 1 that person has applied for membership in a manner approved by the Trustees, and
- 29 2 2 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing
- 29 3 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members

Corporate Members

29 4 An organisation admitted to membership which is an incorporated body ("a Corporate Member") may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Charity. Evidence of the appointment of the representative must be provided in the form of

29 4 1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member,

29 4 2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed, or

29 4 3 such other form as the Trustees may reasonably require

29 5 A person authorised under Article 29 4 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an individual member

Subscriptions

29 6 The Trustees may at their discretion levy subscriptions on all categories of members of the Charity at such rate or rates as they shall decide

Register of members

29 7 The names of the members of the Charity must be entered in the register of members

30. Termination of membership

30 1 Membership is not transferable

30 2 A member shall cease to be a member

30 2 1 if the member, being an individual, dies,

30 2 2 if the member, being an individual, has a bankruptcy order made against him or her, or has an order made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy,

30 2 3 if the member, being a corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up,

- 30 2 4 on the expiry of at least three months' notice (given in writing) by the member to the Charity of his, her or its intention to withdraw,
- 30 2 5 if any subscription or other sum payable by the member to the Charity is not paid on the due date and remains unpaid at the end of the period of six calendar months beginning with the due date. The Trustees may re-admit to membership any person who ceases to be a member on this ground on him, her or it paying such reasonable sum as the Trustees may determine, or
- 30 2 6 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed (by two-thirds majority) resolving that the member be expelled. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed by him, her or it

31. Categories of membership

- 31 1 Subject to Article 31 2, the Trustees may establish such different categories of membership (including Honorary Life Members) as they think fit. The Trustees may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time
- 31 2 The Trustees may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights

ORGANISATION OF GENERAL MEETINGS

32. Other general meetings

- 32 1 The Trustees may call a general meeting at any time
- 32 2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts

33. Length of notice

All general meetings must be called by either

- 33 1 at least 14 Clear Days' notice, or
- 33 2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together

represent at least 95% of the total voting rights at that meeting of all the members

34. Contents of notice

- 34 1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted
- 34 2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution
- 34 3 In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Charity
- 34 4 If the Charity gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice)

35. Service of notice

Notice of general meetings must be given to every member and to the Trustees

36. Attendance and speaking at general meetings

- 36 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 36 2 A person is able to exercise the right to vote at a general meeting when
 - 36 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 36 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 36 3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 36 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 36 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to

have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

37. Quorum for general meetings

37.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present

37.2 The quorum shall be

37.2.1 one person entitled to vote on the business to be transacted (each being a member, an authorised representative of a Corporate Member or a proxy for a member), or

37.2.2 10% of the total membership (represented in person, via authorised representative in the case of Corporate Members or by proxy),

whichever is greater

37.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum

38. Chairing general meetings

38.1 The Chair (if any) or in his or her absence the Vice Chair shall preside as chair of every general meeting

38.2 If neither the Chair nor Vice-Chair is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their numbers to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting

38.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person, or via their authorised representative if a Corporate Member, or by proxy and entitled to vote must choose one of the members or authorised representatives of Corporate Members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting under this Article 38.3

39. Attendance and speaking by Trustees and non-members

- 39 1 Trustees may attend and speak at general meetings, whether or not they are members
- 39 2 The chair of the meeting may permit other persons who are not members of the Charity (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting

40. Adjournment

- 40 1 The chair of the meeting may adjourn a general meeting at which a quorum is present if
 - 40 1 1 the meeting consents to an adjournment, or
 - 40 1 2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 40 2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting
- 40 3 When adjourning a general meeting, the chair of the meeting must
 - 40 3 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees, and
 - 40 3 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 40 4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 Clear Days' notice of it
 - 40 4 1 to the same persons to whom notice of the Charity's general meetings is required to be given, and
 - 40 4 2 containing the same information which such notice is required to contain
- 40 5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

41. Voting: general

- 41 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

41 2 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution

41 2 1 has or has not been passed, or

41 2 2 passed with a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 53 is also conclusive evidence of that fact without such proof

42. Votes

Votes on a show of hands

42 1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each

42 1 1 each member present in person, and

42 1 2 (subject to Article 47 3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution,

42 1 3 each authorised representative of a corporate member present,

provided that if a person attending the meeting falls within two or more of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote

Votes on a poll

42 2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each

42 2 1 every member present in person,

42 2 2 every member present by proxy (subject to Article 47 3), and

42 2 3 every authorised representative of a Corporate Member present

General

42 3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have

42 4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Charity have been paid

43. Errors and disputes

- 43 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 43 2 Any such objection must be referred to the chair of the meeting whose decision is final

44. Poll votes

- 44 1 A poll on a resolution may be demanded
 - 44 1 1 in advance of the general meeting where it is to be put to the vote, or
 - 44 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 44 2 A poll may be demanded by
 - 44 2 1 the chair of the meeting,
 - 44 2 2 the Trustees,
 - 44 2 3 three or more members,
 - 44 2 4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate member for one or more members having the right to vote on the resolution, holds two or more votes, or
 - 44 2 5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
- 44 3 A demand for a poll may be withdrawn if
 - 44 3 1 the poll has not yet been taken, and
 - 44 3 2 the chair of the meeting consents to the withdrawal

45. Procedure on a poll

- 45 1 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs

Results

- 45 2 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded

Timing

- 45 3 A poll on
- 45 3 1 the election of the chair of the meeting, or
- 45 3 2 a question of adjournment,
- must be taken immediately
- 45 4 Other polls shall be taken at such time as the chair of the meeting directs
- 45 5 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded

Notice

- 45 6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded
- 45 7 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken

46. Proxies

Power to appoint

- 46 1 A member (including a Corporate Member) is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Charity A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed

Manner of appointment

- 46 2 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which
- 46 2 1 states the name and address of the member appointing the proxy,
- 46 2 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- 46 2 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and
- 46 2 4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate

- 46 3 The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- 46 4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 46 5 Unless a Proxy Notice indicates otherwise, it must be treated as
 - 46 5 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 46 5 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

47. Delivery of Proxy Notices

- 47 1 The Proxy Notification Address in relation to any general meeting is
 - 47 1 1 the registered office of the Charity, or
 - 47 1 2 any other Address or Addresses specified by the Charity as an Address at which the Charity or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form, or
 - 47 1 3 any electronic Address falling within the scope of Article 47 2
- 47 2 If the Charity gives an electronic Address
 - 47 2 1 in a notice calling a meeting,
 - 47 2 2 in an instrument of proxy sent out by it in relation to the meeting, or
 - 47 2 3 in an invitation to appoint a proxy issued by it in relation to the meeting,it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice) In this Article 47 2, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy

Attendance of member

- 47 3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting (including an authorised representative of a Corporate Member) remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the

Charity by or on behalf of that person (or the Corporate Member which they represent) If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid

Timing

- 47 4 Subject to Articles 47 5 and 47 6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates
- 47 5 In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll
- 47 6 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be
- 47 6 1 received in accordance with Article 47 4, or
- 47 6 2 given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded

Interpretation

- 47 7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 47

Revocation

- 47 8 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address
- 47 9 A notice revoking the appointment of a proxy only takes effect if it is received before
- 47 9 1 the start of the meeting or adjourned meeting to which it relates, or
- 47 9 2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates

Execution

- 47 10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

WRITTEN RESOLUTIONS

48. Written resolutions

General

- 48 1 Subject to this Article 48 a written resolution agreed by
- 48.1 1 members representing a simple majority, or
- 48 1 2 (in the case of a special resolution) members representing not less than 75%,
- of the total voting rights of eligible members shall be effective
- 48 2 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution

Circulation

- 48 3 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse
- 48 4 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution
- 48 5 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date
- 48 6 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts

Signifying agreement

- 48 7 A member signifies his, her or its agreement to a proposed written resolution when the Charity receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document
- 48 7 1 identifying the resolution to which it relates, and

48 7 2 indicating the member's agreement to the resolution

48 8 For the purposes of Article 48 7

48.8 1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it, and

48 8 2 a Document sent or supplied in Electronic Form is sufficiently authenticated if

(a) the identity of the sender is confirmed in a manner specified by the Charity, or

(b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement

48 9 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document)

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

49. Communications by the Charity

Methods of communication

49 1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation

49.1 1 in Hard Copy Form,

49 1 2 in Electronic Form, or

49 1 3 by making it available on a website

49 2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement)

49 3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent

or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being

Deemed delivery

49 4 A member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called

49 5 Where any Document or information is sent or supplied by the Charity to the members

49 5 1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted,

49 5 2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent,

49 5 3 where it is sent or supplied by means of a website, it is deemed to have been received

(a) when the material was first made available on the website, or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

49 6 Subject to the Companies Acts, a Trustee or any other person may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours

Failed delivery

49 7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable

49 7 1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Charity's register of members or Trustees, but may in its discretion choose to do so,

49 7 2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any), and

49 7 3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies

Exceptions

49 8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address

49 9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address

50. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity

51. Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them If there is no Secretary

51 1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and

51 2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

52. Irregularities

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

53. Minutes

The Trustees must cause minutes to be made

53 1 of all appointments of officers made by the Trustees,

53 2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and

53 3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings

54. Records and accounts

54 1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of

54 1 1 annual reports,

54 1 2 annual returns, and

54 1 3 annual statements of account

54 2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or Documents merely by virtue of being a member

55. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded

WINDING UP

56. Winding up

56 1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the members of the Charity or, subject to any resolution of the members, the Trustees, may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways

56 1 1 directly for the objects of the Charity, or

56 1 2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom

- (a) for purposes similar to the objects of the Charity, or
- (b) for use for particular purposes that fall within the objects of the Charity

56 2 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity under this Article 56 (except to a member that is itself an institution chosen to benefit under this Article 56)

56 3 If no resolution is passed in accordance with Article 56 1 the net assets of the Charity shall be applied for such purposes which are regarded as charitable under the law of every part of the United Kingdom as directed by the Charity Commission

57. Charities and Trustee Investment (Scotland) Act 2005

No provision in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with Section 7, Charities and Trustee Investment (Scotland) Act 2005

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

	Term	Meaning
1 1	“Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means,
1 2	“Articles”	the Charity’s articles of association,
1 3	“Chair”	has the meaning given in Article 9,
1 4	“Charity”	The Rehabilitation Trust,
1 5	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts,
1 6	“Clear Days”	in relation to the period of a notice, that 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,
1 7	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity,
1 8	“Connected”	any person falling within one of the following categories (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or (b) the spouse or civil partner of any person in (a), or (c) any other person in a relationship with a Trustee which may reasonably be

regarded as equivalent to such a relationship as is mentioned at (a) or (b), or

(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital,

1 9	“Corporate Member”	has the meaning given in Article 29 4,
1 10	“Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form,
1 11	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1 12	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
1 13	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006,
1 14	“Proxy Notice”	has the meaning given in Article 46,
1 15	“Proxy Notification Address”	has the meaning given in Article 47,
1 16	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered,
1 17	“Secretary”	the secretary of the Charity (if any),
1 18	“Subsidiary Company”	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company,
1 19	“Trustee”	a director of the Charity, and includes any person occupying the position of director, by

whatever name called, and

1 20 **“Vice-Chair”**

has the meaning given in Article 9,

1 21 **“Writing”**

the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity