File Copy

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **9497463**

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

ONE 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, Cardiff, on **19th March 2015**

N09497463T

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **18/03/2015**

X43FF0PU

Company Name in full: **ONE TRUST**

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Register Office Address:
MINERVA HOUSE 5 MONTAGUE CLOSE
LONDON
UNITED KINGDOM
SE1 9BB

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**

Full forename(s): **MS JOANNA**

Surname: **BUSSELL**

Former names:

Service Address: **MINERVA HOUSE 5 MONTAGUE CLOSE**
LONDON
UNITED KINGDOM
SE1 9BB

Country/State Usually Resident: **ENGLAND**

Date of Birth: **20/06/1968** *Nationality:* **BRITISH**

Occupation: **SOLICITOR**

Consented to Act: **Y** *Date authorised:* **19/03/2015** *Authenticated:* **YES**

Statement of Guarantee

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;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **JOANNA BUSSELL**

Address: **MINERVA HOUSE 5 MONTAGUE CLOSE**
LONDON
UNITED KINGDOM
SE1 9BB

Amount Guaranteed: **£1.00**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber** *Authenticated:* **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

ONE 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
JOANNA BUSSELL	

Dated: 18 March 2015

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF ONE TRUST

1. INTERPRETATION

1.1 In these Articles of Association (the "Articles"):

"**the Act**" means the Companies Acts, as that term is defined in section 2 of the Companies Act 2006;

"**the Board**" means the Trustees of the Company acting collectively;

"**Carer**" means the carers of those adults with learning disabilities who:

(i) currently receive care and/or support from the Company; or

(ii) the Company anticipates will receive care and/or support from the Company within the next 12 months; or

(iii) have received care and/or support from the Company in the previous five years;

"**Carer Council**" means the carer council established in accordance with Article 26;

"**Carer Trustee**" means a Carer appointed to be a Trustee from time to time pursuant to Article 23;

"**Chair**" means the chair of the Board, appointed in accordance with Article 32.11;

"**Clear Days**" in relation to the period of a notice means the 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;

"**Community Trustee**" means a member of the community who is not an officer or member of the Local Authority, an employee of the Company or a Carer;

"**electronic communication**" means the same as in the Electronic Communications Act 2000;

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

"**electronic form**" has the meaning given in Section 1168 of the Companies Act 2006;

"**electronic means**" means any means of electronic equipment for processing, storage and transmission of data as defined in Section 1168 of the Companies Act 2006;

"**Employee Trustee**" means an employee of the company appointed to be a Trustee from time to time pursuant to Article 22;

"**Local Authority**" means the London Borough of Wandsworth or its successor body;

"**Local Authority Trustee**" means a local authority trustee appointed to be a Trustee from time to time pursuant to Article 24;

"**Members**" means individuals admitted to the membership of the Company pursuant to Article 10;

"**Memorandum**" means the Memorandum of Association of the Company;

"**the Office**" means the registered office of the Company;

"**the Seal**" means the common seal of the Company;

"**Staff Council**" means the staff council established in accordance with article 25;

"**Trustee**" means a Trustee of the Company;

"**the United Kingdom**" means Great Britain and Northern Ireland;

"**Working Day**" means a day, other than Saturday, Sunday or a bank or public holiday in England and Wales, on which the clearing banks in the City of London are open for business;

1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form. Writing means the representation or reproduction of words, symbols or other information in visible form by a method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

1.4 Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.

2. NAME

2.1 The name of the company ("the Company") is One Trust.

3. REGISTERED OFFICE

3.1 The registered office of the Company will be situated in England.

4. OBJECTS

4.1 The Company has been established for public benefit to:

4.1.1 provide a range of personalised support to adults with learning disabilities who may also have a physical disability and/or emotional difficulties; and/or

4.1.2 pursue such other charitable purposes consistent with the above as the Trustees in their absolute discretion shall determine (together the "Objects").

5. POWERS

5.1 In furtherance of the said objects, but not further or otherwise, the Company shall have power:

5.1.1 to manage and operate day centres and community hubs for adults with learning disabilities who may have a physical disability and/or emotional difficulties;

5.1.2 to provide transport for adults with learning disabilities who may have a physical disability and/or emotional difficulties;

5.1.3 to provide respite services for carers and adults with learning disabilities;

5.1.4 to coordinate, monitor and review across the whole service the care management of each service user to ensure that care packages remain relevant and adequate for users' needs and aspirations;

5.1.5 to coordinate the provision and delivery of physical activities and recreational activities for adults with learning disabilities (including off-site provision and delivery);

5.1.6 to raise funds and invite and receive contributions PROVIDED THAT in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall confirm to any relevant statutory regulations;

5.1.7 to acquire or hire property of any kind, and any interests in or rights over property of any kind;

5.1.8 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;

5.1.9 to co-operate and enter into arrangements with any authorities, international, national, local or otherwise;

5.1.10 to accept subscriptions, gifts, donations, devises and bequests of any real or personal property, maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property;

5.1.11 to issue appeals, hold public meetings and take such other steps as may be appropriate for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;

5.1.12 to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Company;

5.1.13 subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;

5.1.14 to construct, maintain and alter buildings or erections;

5.1.15 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or such trade is temporary and ancillary to the carrying out of the said objects;

5.1.16 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;

5.1.17 to establish subsidiary companies to assist or act as agents for the Company and/or to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;

5.1.18 to invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit;

5.1.19 to make any charitable donation or grant either in cash or assets for the furtherance of the objects of the Company;

5.1.20 to establish or support any charitable institution and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;

5.1.21 to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or Company as may be necessary or expedient for the work of the Company;

5.1.22 to provide indemnity insurance to cover the liability of the Trustees:

5.1.22.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company;

5.1.22.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986;

Provided that any such insurance in the case of Article 5.1.22.1 shall not extend to:

5.1.22.3 any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not;

5.1.22.4 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or willful or reckless misconduct of the Trustees; or

5.1.22.5 any liability to pay a fine.

And provided that any insurance in the case of Article 5.1.22.2 shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

5.1.23 to employ and pay such staff (who shall not be Trustees) to supervise, organise, carry on the work of and advise the Company;

5.1.24 to allow Trustees to be paid for their services when acting either in the capacity of director or employee of a subsidiary entity of the Company provided that the Charity Commission have consented to this;

5.1.25 to purchase insurance to cover the officers, staff, voluntary workers and those of its Members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;

5.1.26 to pay reasonable annual sums or premiums for or towards the provision of pensions for staff for the time being of the Company and their dependants;

5.1.27 to purchase insurance to cover any buildings or other property to their full reinstatement value;

5.1.28 to co-operate with, enter into arrangements with, partner or contract with any person, body corporate, public body or institution in furtherance of the Company's objects;

5.1.29 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their Members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Company by these Articles;

5.1.30 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

5.1.31 to establish where necessary local branches (whether autonomous or not);

5.1.32 to do all such other lawful things as shall further the above objects or any of them.

6. NON DISTRIBUTION

6.1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees provided that nothing herein shall prevent any payment in good faith by the Company:

6.1.1 of reasonable and proper remuneration for any services rendered to the Company by any Member, officer, employee or consultant of the Company or any Trustee or related person provided that in the case of payment for services from a Trustee or a related person, such payment is made in accordance with section 185 of the Charities Act 2011;

6.1.2 of reasonable and proper remuneration for an employee of the Company who is also a Trustee of the company PROVIDED THAT the Employee Trustee shall not participate in any discussions at which his or her terms and conditions are discussed or those of any other employee (save in general terms) and shall not vote or count towards the quorum on any such matter and PROVIDED FURTHER

that at no time shall there be more than one Employee Trustee appointed to the Board;

6.1.3 of interest on money lent by any Member of the Company or by any Trustee at a reasonable and proper rate per annum;

6.1.4 of reasonable and proper rent for premises demised or let by any Member of the Company or the Board;

6.1.5 of fees, remuneration or other benefit in money or money's worth to a Company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that Company;

6.1.6 of reasonable out-of-pocket expenses to any Trustee;

6.1.7 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;

6.1.8 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his, when instructed by the Company to act in a professional capacity on its behalf PROVIDED THAT at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion.

7. LIMITED LIABILITY

7.1 The liability of the Members is limited.

8. GUARANTEE

8.1 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst being a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted before ceasing to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

9. WINDING UP

9.1 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given, or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 6 hereof, such

institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if considered appropriate by the Trustees, after consultation with the Charity Commission, in so far as effect cannot be given to such provision, then to some other charitable object.

10. MEMBERS

10.1 Only the subscribers to the Memorandum and the Trustees shall be Members of the Company.

10.2 Every person admitted to membership of the Company shall either sign a written consent to become a Member or sign the register of Members.

10.3 A Member will cease to be a Member:

10.3.1 if he resigns by giving notice to the Company;

10.3.2 if being a Trustee, on ceasing to be a Trustee for whatever reason;

10.3.3 if an individual, upon death, or if he becomes of unsound mind, or is convicted of any indictable offence for which he is sentenced to a term of imprisonment; and

10.3.4 if, in the view of the Board, it is determined that the Member's continued membership is not in the best interests of the Company or that membership should cease for any other reasonable reason and the Board pass a resolution to this effect.

10.4 Membership of the Company is not transferable.

11. GENERAL MEETINGS

11.1 The Company shall each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Board shall appoint.

11.2 The Board may whenever it thinks fit convene a general meeting, and general meetings shall also be convened if requisitioned by Members as provided by the Act.

12. NOTICE OF GENERAL MEETINGS

12.1 All meetings of Members shall be called by at least fourteen Clear Days' notice in writing provided that a general meeting may be called by shorter notice if it is so agreed. In the case of any general meeting, by a majority of the Members having a right to attend and vote at the meeting, being a majority together representing not less than ninety per cent of the total voting rights at that meeting of all the Members.

12.2 The notice shall specify the place, the day and the hour of meeting, and the general nature of the business to be transacted. Notice shall be given, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company.

12.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

12.4 Notice of every general meeting shall be given in writing either personally or by post addressed to a Member at his registered office or in electronic form using electronic means to an address for the time being notified to the Company by the Member and shall be given to:

12.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for giving of notices to them;

12.4.2 the reporting accountant or auditor (as appropriate in accordance with the Act) for the time being of the Company;

12.4.3 each Trustee.

12.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic form of communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators by a record (in whatever form) of the total number of recipients emailed and of each recipient to whom the message was sent shall be conclusive evidence that notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, or in the case of a notice contained in an electronic form of communication, at the expiration of 24 hours after the time it was sent. In the event that the nominated person responsible for sending the notices is alerted that an electronic form of communication was unsuccessfully delivered to its recipient (and subsequent attempts to remedy the situation are unsuccessful), the nominated person shall send a hard copy of the notice by mail to the recipient's last known postal address.

12.6 A Member present in person at any general meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

13. PROCEEDINGS AT GENERAL MEETINGS

13.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Three voting Members shall be a quorum.

13.2 If within half an hour from the time appointed for the meeting a quorum is not present, or, if during a meeting a quorum ceases to be present, the meeting shall be adjourned to such other time and/or if necessary to such other day and place as the Board determines. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum.

14. CHAIR

14.1 The Chair of the Board shall also chair every general meeting of the Company, or if there is no such Chair, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Trustees shall elect one of their number to chair the general meeting.

14.2 If at any general meeting no Trustee is willing to act as Chair or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the voting Members present shall choose one of their number to chair the meeting.

14.3 The Chair may, with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise, it shall not be necessary to give notice.

15. RESOLUTIONS

15.1 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands by those Members present, whether present personally or represented by proxy or whether a representative of a corporate Member unless, before or on the declaration of the result of the show of hands, a poll is demanded:

15.1.1 by the Chair; or

15.1.2 by at least two Members present in person or represented by proxy or a representative of a corporate Member and having the right to vote at the meeting; or

15.1.3 by a Member or Members present in person or represented by proxy or a representative of a corporate Member representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

15.2 Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour for or against the resolution.

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

15.4 A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the Chair of the meeting directs, not being more than thirty days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

15.5 No notice need be given of a poll not taken immediately if the time and the place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

15.6 A resolution may be passed by the Members in writing in accordance with the Act and a resolution passed in this way shall be valid and effective as if it had been passed at a general meeting of the Company duly convened and held. A resolution proposed as a written resolution shall:

15.6.1 be sent to all Members;

15.6.2 be accompanied by a statement informing the Member how to signify agreement to the resolution and the date by which the resolution must be passed if it is not to lapse; and

15.6.3 state on the face of the resolution that it is a special resolution, if this is the case.

16. VOTES OF MEMBERS

16.1 Subject to the Articles, every Member shall have one vote whether present personally, by proxy or as a representative of a corporate Member. The Board may make arrangements for postal voting on such terms and conditions as it thinks fit.

16.2 No Member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company have been paid.

16.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

16.4 A vote given or poll demanded by the duly authorised representative of a Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

17. APPOINTMENT OF PROXIES

17.1 Votes may be given on show of hands or on a poll either personally or by proxy.

17.2 The proxy form (and the power of attorney, if any, under which it is signed, or a copy of that power certified by a solicitor and any instrument to terminate a proxy appointment) must be deposited at the registered office of the Company, or at another place within the United Kingdom specified for that purpose in the notice convening the meeting, not less than 48 hours before the time set for the meeting or adjourned meeting in question at which the person named in the instrument proposes to vote and may be contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

17.2.1 in the notice convening the meeting; or

17.2.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

17.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting.

17.3 An appointment of proxy which is not deposited, delivered or received in a manner permitted by Article 17.2 shall be invalid. In calculating the 48 hour period, no account shall be taken of any part of a day that is not a Working Day.

17.4 A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office in accordance with Article 17.2. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. Proxies shall count towards the quorum of a meeting of Members and shall have the same rights to speak as the Member who appointed him.

17.5 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

I, [Name] of [Address] being a Member of [Name of company] appoint [name of proxy] of [Address of Proxy] or the Chair (delete as appropriate) as my proxy to vote for me on my behalf at [the General Meeting of the Company to be held on [date] and at any adjournment] or [all General meetings of the Company until [date]] and to join in any demand for a poll in accordance with the Articles.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution
For*_____

Against* _____

**Place cross in desired box. If left blank, the proxy will vote as he/she thinks fit.*

As witness my hand this _____ day of _____

18. ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS

18.1 Any organisation which is a Member of the Company may by resolution of its committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the Company.

19. HONORARY OFFICERS

19.1 The Board shall have the power, at its sole discretion to appoint honorary officers including but not limited to a President or a Patron ("Honorary Officers").

19.2 Honorary Officers shall not be entitled to attend meetings of the Board, but may attend if invited by the Board, and shall be entitled to attend general meetings of the Company but not to vote at the same or count towards the quorum.

19.3 The Board shall be entitled to appoint Honorary Officers for life or such other term of appointment as the Board may decide.

20. TRUSTEES

20.1 Unless otherwise determined by the Company, the Board shall consist of at least three and not more than seven individuals comprised as follows:

20.1.1 one Local Authority Trustee;

20.1.2 one Employee Trustee;

20.1.3 one Ex Officio Trustee

20.1.4 one Carer Trustee; and

20.1.5 up to three Community Trustees

20.2 All Trustees shall be required to become a Member of the Company.

20.3 The first Trustees shall be those persons named in the IN01 form delivered to Companies House, who shall be deemed to have been appointed under these Articles. Future Trustees shall be appointed as provided in these Articles.

20.4 The Trustees may be paid all reasonable expenses properly incurred by them in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

20.5 No person may be appointed as a Trustee:

20.5.1 unless he has attained the age of 18 years; or

20.5.2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 30.

20.6 No person shall be entitled to act as a Trustee whether on a first or on any subsequent entry into office until after signing in the minute book of the Trustees a declaration of acceptance and willingness to act as a Trustee of the Company.

21. EX OFFICIO TRUSTEE

21.1 The Chief Executive Officer of the Company from time to time shall be automatically entitled to be a Trustee of the Company.

22. EMPLOYEE TRUSTEE

22.1 The first Employee Trustee shall be appointed by the senior management team of the Company having regard to the skills and expertise required to be a Trustee.

22.2 The first Employee Trustee shall be appointed for a fixed term of three years.

22.3 Subsequent Employee Trustees shall be appointed by a majority vote of the Staff Council for a term to be determined by the Staff Council.

23. CARER TRUSTEE

23.1 The Carer Trustee shall be a Carer and shall be appointed by a majority vote of the Carer Council for a term to be determined by the Carer Council.

24. LOCAL AUTHORITY TRUSTEES

24.1 The Local Authority shall be entitled to nominate up to one individual to the Board ("Local Authority Trustee") and decide his period of appointment.

24.2 In selecting the Local Authority Trustee, the Local Authority shall consider the skills and expertise required of all Trustees to contribute to the success of the Company and, in particular, any specific skills identified from time to time by the Board.

24.3 The appointment of Local Authority Trustee will be effective when the Local Authority confirms its nominations and the period of appointment of its nominations in writing to the Chair.

24.4 The Local Authority Trustee shall not be subject to the retirement by rotation provisions set out in these Articles and shall continue to act as a Trustee until:

24.4.1 the Local Authority nominates a new Local Authority Trustee to serve in his place;

24.4.2 he reaches the end of his period of appointment; or

24.4.3 he resigns or is disqualified or removed pursuant to the Articles.

24.5 The Local Authority shall at its discretion be entitled to remove the Local Authority Trustee by serving written notice on the Chair of the Company.

24.6 In the event that the Local Authority Trustee ceases to act as a Trustee (for whatever reason), the Local Authority shall be entitled to nominate a new Local Authority Trustee, in accordance with Articles 24.1, 24.2 and 24.3.

24.7 For the avoidance of doubt, the Local Authority shall not cause the Company to be a "controlled" or "connected entity" for the purposes of the Local Government and Housing Act 1989 or the Local Government and Public Involvement in Health Act 2007.

25. ESTABLISHMENT OF A STAFF COUNCIL

25.1 Within three months of the commencement of business by the Company, the Trustees shall establish a Staff Council made up of representatives of the employees of the Company.

25.2 The Trustees will agree the terms of reference for the Staff Council with the employees of the Company.

25.3 The Trustees shall meet with the Staff Council on a regular basis and not less than four times per year. Such meetings will, where practical, be held before the Trustee meetings to enable the Trustees to discuss key strategic issues with the Staff Council in advance of a Trustee meeting.

26. ESTABLISHMENT OF A CARER COUNCIL

26.1 Within three months of the commencement of business by the Company, the Trustees shall establish a Carer Council made up of representatives of the Carers.

26.2 The Trustees will agree the terms of reference for the Carer Council with the Carers.

26.3 The Trustees shall meet with the Carer Council on a regular basis and not less than four times per year. Such meetings will, where practical, be held before the Trustee meetings to enable the Trustees to discuss key strategic issues with the Carer Council in advance of a Trustee meeting.

27. COMMUNITY TRUSTEES

27.1 Any person who is willing to act as a Community Trustee, and is permitted by law and the Articles to do so, may be appointed to be a Community Trustee:

27.1.1 by ordinary resolution; or

27.1.2 by a decision of the Trustees.

27.2 In selecting persons to be appointed as Community Trustees, the Trustees shall have regard to the existing range of skills and expertise of the Board, the skills and expertise of that individual and how he or she will contribute to the success of the Company. Further, the Trustees shall follow best practice in relation to Trustee recruitment, including any guidance issued by the Charity Commission and Local Authority from time to time. For the avoidance of doubt, the Trustees shall follow a transparent and rigorous Trustee recruitment process with a formal induction for all Trustees.

27.3 Subject to Article 27.4, a Community Trustee shall be required to retire by rotation whereby one third of the Community Trustees shall be required to retire each year but shall be eligible for reappointment.

27.4 The Community Trustees required to retire by rotation shall be those who have been longest in office since their last appointment. If any Community Trustees become or were appointed on the same day, those to retire shall be determined by lot.

27.5 No Community Trustees shall be required to retire for the first three years following the Company commencing operations.

27.6 Community Trustees may be re-appointed by the Board at the end of each term of office.

28. BORROWING POWERS

Without prejudice to the generality their powers under these Articles, the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable body where such action will directly further the objects of the Company.

29. POWERS AND DUTIES OF THE TRUSTEES

29.1 The business of the Company shall be managed by the Board who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Company in general meeting; but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

29.2 All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

29.3 The Board shall arrange for minutes to be made:

29.3.1 of all appointments of officers made by the Board;

29.3.2 of the names of the Trustees present at each Board meeting; and

29.3.3 of all resolutions and proceedings at all meetings of the Company.

30. DISQUALIFICATION AND REMOVAL OF TRUSTEES

30.1 A Trustee shall cease to hold office if:

30.1.1 he ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) or under the Company Directors Disqualification Act 1986 (or any statutory re-enactment or modification of that Act);

30.1.2 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than 3 months;

30.1.3 he resigns his office by written notice to the Company (but only if at least three Trustees remain in office when the notice of resignation is to take effect);

30.1.4 he ceases to be a Member of the Company;

30.1.5 he dies;

30.1.6 he is absent without permission of the Board from more than 50% of the Board meetings in any calendar year and the Board resolves that his office be vacated;

30.1.7 he is removed from office by notice signed by a majority of the other Trustees stating that that person should cease to be a Trustee;

30.1.8 a composition is made with that person's creditors generally in satisfaction of that person's debts (whether by means of an individual voluntary arrangement or otherwise);

30.1.9 being an Employee Trustee, if he or she ceases to be an Employee for whatever reason;

30.1.10 being a Local Authority Trustee, is removed by the Local Authority;

30.1.11 being a Carer Trustee, if he or she ceases to be a Carer for whatever reason; or

30.1.12 being the Ex Officio Trustee, ceases to be the Chief Executive Officer of the Company.

31. TRUSTEES' INTERESTS

31.1 Except to the extent expressly permitted by these Articles, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.

31.2 Whenever a Trustee has any kind of interest in a matter to be discussed by the Board which may conflict with the interests of the Company, the Trustee concerned must declare

an interest in the item under discussion, withdraw from the meeting for that item (unless expressly asked to stay to provide information) and shall not be taken into account in calculating the quorum for that item of the meeting. For the purposes of this Article, a conflicting interest or duty is an interest or duty that arises as a result of a Trustee being a member, director, officer or employee of another organisation.

32. PROCEEDINGS OF THE BOARD

32.1 The Board shall meet at least four times in each calendar year. The Trustees shall use all reasonable endeavours to attend all Board meetings.

32.2 Subject to the provisions of the Articles, the Board may regulate its proceedings as it sees fit.

32.3 Questions arising at a meeting shall be decided by a majority of the votes.

32.4 In the event that, if at any meeting, the number of votes cast by the Local Authority Trustees shall cause the Company to be a "controlled" or "connected entity" for the purpose of local government legislation as referred to in Clause 24.7, then the actual votes cast by the Local Authority Trustees shall be proportionately reduced so that together the votes cast by the Local Authority Trustees shall not exceed 20% of all votes cast. This provision shall apply to member meetings as well.

32.5 The quorum for the transaction of the business of the Board shall be fixed at three Trustees.

32.6 The Chairman or any two Trustees may call a Trustees' meeting by giving not less than 10 days' notice of the meeting to the Trustees. Notice of any Trustees' meeting must indicate:

32.6.1 its proposed date, time and subject matter;

32.6.2 where it is to take place; and

32.6.3 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.

32.7 Notice of a Trustees' meeting:

32.7.1 need not be given writing, but

32.7.2 must be communicated to each Trustee.

32.8 It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.

32.9 In fixing the date and time of any Trustees' meeting, the Trustee calling it must try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it.

32.10 The Board may act notwithstanding any vacancies in its number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting to appoint further Trustees.

32.11 The Trustees shall elect a Chair who shall hold office until the Board meeting following the first anniversary of his appointment unless by a majority vote of the Trustees present and entitled to vote, he is removed from office before that time. The Trustees shall be permitted to re-elect the existing Chair or select another Trustee to act as Chair. If and as long as the position of Chair is vacant, the Trustees may appoint one of their number to be Chair. The Chair shall be entitled to preside at all meetings of the Board at which he is present but if at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting and/or is unwilling to preside, the Board shall choose one of their number to be Chair of the meeting. In the case of an equality of votes, the Chair shall be entitled to a second or casting vote. The Chair shall always be a Community Trustee.

32.12 The Trustees may appoint one or more sub-committees consisting of at least one Trustee for the purpose of making an inquiry or supervising or performing any function or duty which in the opinion of the Board would be more conveniently undertaken or carried out by a sub-committee; provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Board.

32.13 All acts done by the Board, or by a committee of the Board, shall, notwithstanding that it be afterwards discovered that there was defect in the appointment of any Trustee or that any of them were disqualified from holding office, or has vacated office, or were not entitled to vote, be as valid as if every such person has been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

32.14 A resolution in writing, signed by such number of the Trustees as required by the Act, having regard to the nature of the resolution shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

32.15 Any Trustee may validly participate in a meeting of the Trustees through the medium of telephone or video conference or any other form of electronic communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed present at the meeting and shall accordingly be counted in a quorum and be entitled to vote. A resolution passed at any meeting held in such manner and signed by the chair of the meeting shall be valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.

33. RECORD KEEPING

33.1 A Trustee or another authorised person must take minutes of all proceedings and keep these in accordance with the Act.

33.2 The Company must keep company records in accordance with the Act.

34. BANK ACCOUNT

34.1 Any bank account in which any part of the Trust Fund is deposited shall be operated by the Trustees and shall be held in the name of the Company. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees or otherwise in accordance with an agreed scheme of delegation approved by the Trustees, including payments by electronic transfers.

35. THE SEAL

35.1 If the Company has a common seal and it is affixed to a document, the document must also be signed by one authorised person in the presence of a witness who attests the signature. For the purposes of this article, an authorised person is:

35.1.1 any Trustee of the company;

35.1.2 any other person authorised by the Trustees for the purpose of signing documents to which a company seal is applied.

36. MEANS OF COMMUNICATION TO BE USED

36.1 Subject to these Articles:

36.1.1 anything sent or supplied by or to the Company or its Members or directors under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Companies Acts, and

36.1.2 any notice or documents to be sent or supplied to the Members or the directors in connection with the taking of decision by the Members or the directors may also be sent or supplied by the means by which the Members or directors have asked to be sent or supplied with such notices or documents for the time being.

37. ACCOUNTS

37.1 Accounts shall be prepared in accordance with the Act and the Charities Act 2011.

38. ANNUAL REPORT AND RETURN

38.1 The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and return and their transmission to the Charity Commission.

39. INDEMNITY

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

40. DISSOLUTION

40.1 The Company may at any time decide by resolution passed by at least 75% of the Members that the Company is to be dissolved.

40.2 Article 6 of these Articles shall determine the procedure for dissolution.

41. AMENDMENT OF ARTICLES

41.1 These Articles may be amended by the Company in general meeting provided that:

41.1.1 no amendment may be made to Articles 4, 6 or 9 of these Articles or this Article without the prior consent in writing of the Charity Commission; and

41.1.2 no amendment may be made which has the effect of the Company ceasing to be a charity at law.

42. RULES OR BYE LAWS

42.1 The Trustees may from time to time make such Rules or Bye Laws as it may deem necessary or convenient for the proper conduct and management of the membership, and in particular but without prejudice to the generality of therefore going, it may by such Rules or Bye Laws regulate:

42.1.1 the deposit of money at a bank and the custody of documents;

42.1.2 the conduct of Members of the Company in relation to one another, and to the Company's employees;

42.1.3 the admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

42.1.4 the procedure at general meetings and meetings of the Board and sub Committees in so far as such procedure is not regulated by these Articles;

42.1.5 the calling of meetings;

42.1.6 generally, all such matters as are commonly the subject matter of Company rules.

42.2 The Company in general meeting shall have power to alter, add to or repeal the Rules or Bye Laws and the Trustees shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Bye Laws, which, so long as they shall be in force, shall be binding on all Members of the Company provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.

Name of each subscriber	Authentication by each subscriber