



FILE COPY

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

Company Number **9675256**

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

GOOD HOPE FARM

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 **7th July 2015**



N09675256R



Companies House



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

IN01

Application to register a company

10/832/40



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 for
You cannot use this form to register
a limited liability partnership
this, please use form LL IN01

For further information, please



A05 02/07/2015 #103
COMPANIES HOUSE

Part 1 Company details

A1 Company name

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

Please show the proposed company name below

Proposed company
name in full ①

Good Hope Farm

For official use

9675256

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

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

A2 Company name restrictions ②

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

☐ 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

② 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

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

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

☒ 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

③ 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

A4 Company type ④

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

④ Company type

If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

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 Ballyach House

Street Heath Lane

Buttermere

Post town MARLBOROUGH

County/Region Wiltshire

Postcode S N 8 3 R Q

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 ①**

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 ①**

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 ①**

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

Signature	Signature 
-----------	--

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

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 ②**

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 ②

Registration number

② EEAA full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk

③ 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 ④

Registration number

④ 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 ⑤I consent to act as secretary of the proposed company named in **Section A1**

Signature

Signature

X

X

⑤ Signature

The person named above consents to act as corporate secretary 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*	Mrs
Full forename(s)	Karine Jana Eva
Surname	Giannamore
Former name(s) ②	Lemaire
Country/State of residence ③	England
Nationality	French
Date of birth	d2 d4 m0 m8 y1 y9 y6 y9
Business occupation (if any) ④	Housewife

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	
Country	

⑤ Service address

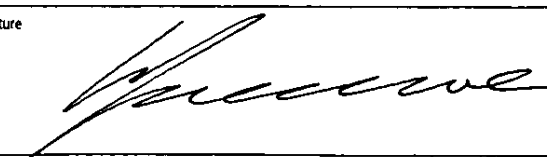
This is the address that will appear on the public record. This does not have to be your usual residential address.

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>Signature</div> <div>X  X</div>
-----------	---

⑥ Signature

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

IN01

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*	Mr
Full forename(s)	Kishan Jagannath
Surname	Parekh
Former name(s) ②	
Country/State of residence ③	England
Nationality	British
Date of birth	d ² d ¹ m ⁰ m ⁶ y ¹ y ⁹ y ⁷ y ⁸
Business occupation (if any) ④	Carer

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	
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.

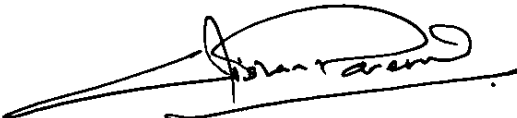
Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

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>Signature</div> <div>X</div> <div></div> <div>X</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			<p>① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page</p> <p>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</p>
Building name/number			
Street			
Post town			
County/Region			
Postcode	<div style="display: flex; justify-content: space-between;"> <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			
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 ②		
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 ③			<p>② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk</p> <p>③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)</p>
Registration number			
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			<p>④ 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</p>
Governing law			
If applicable, where the company/firm is registered ④			
If applicable, the registration number			
E5	Signature ⑤		
I consent to act as director of the proposed company named in Section A1			
Signature	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">Signature</div> <div style="margin-left: 10px; font-size: 2em;">X</div> </div>		<p>⑤ Signature The person named above consents to act as corporate director of the proposed company</p>

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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 ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
Totals				£

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 ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

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 ④

④ **Total aggregate nominal value**
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

① Including both the nominal value and any
share premium

② Total number of issued shares in this class

③ Number of shares issued multiplied by
nominal value of each share**Continuation Pages**Please use a Statement of Capital continuation
page if necessary

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Application to register a company

F4

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

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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Application to register a company

Class of share		
Prescribed particulars ①		<p>① 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) ❶	KISHAN JAGANNATH									
Surname ❶	PAREKH									
Address ❷	BALLYACH HOUSE, HEATH LANE, BUTTERMERE, MARLBOROUGH, WILTSHIRE									
Postcode	S	N	8		3	R	Q			
Amount guaranteed ❸	£1									

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										

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Application to register a company

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

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

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

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Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
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

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	Mrs R Garnett, Independent Examiners Ltd
Building name/number	Sovereign Centre, Poplars
Street	Yapton Lane
Post town	Walberton
County/Region	West Sussex
Postcode	B N 1 8 0 A S
Country	England
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with
Agent's signature	Signature X <i>R Garnett</i> X

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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	Mrs R Garnett
Company name	Independent Examiners Ltd
Address	Sovereign Centre
	Poplars
	Yapton Lane
Post town	Walberton
County/Region	West Sussex
Postcode	B N 1 8 0 A S
Country	England
DX	
Telephone	01243 555611

**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

The Companies Act 2006

MEMORANDUM and ARTICLES OF ASSOCIATION

GOOD HOPE FARM

Incorporated on:

Company Registration No:

Charity Registration No:

Prepared by
Sovereign Management Services
Independent Examiners Ltd
Sovereign Centre, Poplars, Yapton Lane
Walberton, West Sussex BN18 0AS

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Memorandum of Association

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Companies Act 2006
A Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION

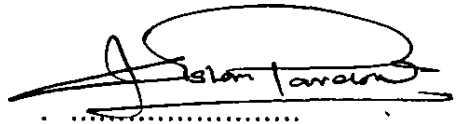
GOOD HOPE FARM

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.

Signatures and Names of Subscribers

NAME: KISHAN PAREKH

Signature

A handwritten signature in black ink, appearing to read 'Kishan Parekh', written over a dotted line.

Dated: 25/06/2015

ARTICLES OF ASSOCIATION

GOOD HOPE FARM

Company Name

1. The company's name is Good Hope Farm (and in this document is called "the charity").

Interpretation

- 2 In the articles

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

"**the articles**" means the charity's articles of association,

"**the charity**" means the company intended to be regulated by the articles,

"**clear days**" in relation to the period of a notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is meant to take effect,

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

"**Companies Acts**" means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the charity,

"**the directors**" means the directors of the charity The directors are charity trustees as defined by section 177 of the Charities Act 2011 and hereinafter are called "trustees",

"**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,

"**the memorandum**" means the charity's memorandum of association;

"**officers**" includes the trustees and secretary (if any),

"**the seal**" means the common seal of the charity if it has one,

"**secretary**" means any person appointed to perform the duties of the secretary of the charity,

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

words importing one gender shall include all genders, and the singular includes the plural and vice versa

Unless the context otherwise requires, words or expressions contained in the articles have the same meaning as in the Companies Acts as in force on the date when these articles become binding on the charity

Liability of members

- 3 (a) The liability of the members is limited
- (b) Every member undertakes, if the charity is dissolved while he she or it is a member or within twelve months after he she or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the charity incurred before he or she or it ceases to be a member, and of the costs charges and expenses of winding up, and the adjustments of the rights of the contributories among themselves.

Objects

- 4 The charity's objects ("the Objects") are for the public benefit and are restricted to the following.

To act as a resource for adults who have learning disabilities living in Wiltshire or in a neighbouring county, or such other parts of the United Kingdom including, but not by way of limitation, through the provision of supported training and work experience in the areas of horticulture, small farming, cookery and small retail preparation as a means of

- (a) advancing in life and helping such people by developing their skills, capacities and capabilities to enable them to participate in society as independent, mature and responsible individuals,
- (b) advancing education,
- (c) relieving unemployment,
- (d) relieving poverty,
- (e) providing recreational and leisure time activity in the interests of social welfare for such people with a view to improving their conditions of life

Powers

- 5 The charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so In particular, the charity has power
- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the charity,
 - (b) to raise funds and to invite and receive contributions from any persons whatsoever by way of loan, subscription, donation and otherwise provided that in raising funds the charity shall not undertake any substantial permanent trading activities and shall conform with any relevant statutory regulations,

- (c) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use,
- (d) to sell, lease or otherwise dispose of all or any part of the property belonging to the charity In exercising this power, the charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011,
- (e) to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation The charity must comply as appropriate with sections 124 to 126 of the Charities Act 2011 if it wishes to mortgage land,
- (f) subject to article 7 below, to employ or otherwise engage the services of and remunerate such staff as are necessary for the proper pursuit of the Objects and to make all reasonable provision for the payment of pensions and superannuation to staff and their dependants,
- (g) to establish or support any trusts, associations, institutions or other bodies which exist to further all or any of the Objects;
- (h) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them,
- (i) to pay out of the funds of the charity the costs, charges and expenses of and incidental to the formation and registration of the charity,
- (j) to make donations to any worker not being a trustee who is engaged in such work or activity which furthers the Objects or in assisting either directly or indirectly in the same,
- (k) to make donations or loans to other charities having the same or similar Objects as the charity;
- (l) to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects,
- (m) to produce, sell or otherwise distribute literature, audio and visual aids, and other media of communication, but not so as to constitute permanent trading on the part of the charity *except* where it is a direct means of furthering the Objects,
- (n) to appoint and constitute such advisory committees as the trustees may think fit,
- (o) to promote and carry out or assist in promoting and carrying out research, surveys and investigations and to publish the useful results thereof,
- (p) to arrange and provide for or join in arranging and providing for the holding of meetings, lectures, seminars, conferences, and training courses for the furtherance of the Objects,
- (q) (i) to train, equip, commission and support or to assist in the training of any people who are concerned to achieve the Objects;

- (ii) to make any grant, gift or payment for the purpose of or in connection with such training, equipping, commissioning and support,
- (iii) to make provision for the accommodation of individuals and groups of individuals in the areas in which it is desired to operate the charity;
- (r) to insure any asset of the charity on such terms as the trustees may think fit and to pay the appropriate premiums and to use any insurance money received in any manner the trustees think fit including whether to restore the asset or not,
- (s) to insure and arrange insurance cover for and to indemnify its members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as may be thought fit,
- (t) to provide indemnity insurance for the trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011,
- (u) to deposit or invest funds, employ a professional fund manager and arrange for the investments or other property of the charity to be held in the name of a nominee, as may from time to time be required, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,
- (v) to set aside income as a reserve against future expenditure but only in accordance with a written reserves' policy,
- (w) to undertake, facilitate or support the co-ordination and networking of other agencies fulfilling the same or similar objects with the aim of making the most strategic and effective use of resources including personnel, expertise and finance in the same or similar locations or projects,
- (x) to make regulations for the management of any property which may be acquired by the charity;
- (y) to do all such other lawful things as are necessary for the achievement of the Objects

Application of income and property

- 6 (a) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- (b) (i) A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity,
 - (ii) A Trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
 - (iii) A Trustee may receive an indemnity from the charity in the circumstances specified in article 62

- (c) None of the income or 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 does not prevent a member who is not also a Trustee receiving
 - (i) benefit from the charity in the capacity of a beneficiary of the Charity;
 - (ii) reasonable and proper remuneration for any goods or services supplied to the Charity,
 - (iii) interest on money lent by any member of the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate)
 - (iv) reasonable and proper rent for premises demised or let by any member

Trustees' benefits

7.

(1) General provisions

No Trustee or connected person may

- (a) buy any goods or services from the charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the charity,
- (c) be employed by, or receive any remuneration from, the charity,
- (d) receive any other financial benefit from the charity;

unless the payment is permitted by sub clause (2) of this article or the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

(2) Scope and powers permitting directors' or connected persons' benefits

- (a) A Trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the directors do not benefit in this way
- (b) A Trustee or connected person may be employed by the Charity or may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity and where the conditions set out in sub clause (3) of this article are satisfied
- (c) Subject to sub clause (4) of this article a Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the charity by the Trustee or connected person
- (d) A Trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the charity if the amount of the rent and

the other terms of the lease are reasonable and proper and provided that the Trustee concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion

- (f) A Trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public

(3) Remuneration of Trustees and/or Connected Persons - Controls

The Charity and its Trustees may rely upon the authority provided by sub clause (2)(b) of this article if each of the following conditions is satisfied to the extent they are applicable

- (a) The remuneration or other sums paid to the Trustee or connected person in question do not exceed an amount that is reasonable in all the circumstances, and
- (b) The Trustee in question is absent from the part of any meeting at which there is discussion of
 - (i) his or her employment or remuneration, or any matter concerning the contract, or
 - (ii) his or her performance in the employment, or his or her performance of the contract, or
 - (iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub clause 2 of this article, or
 - (iv) any other matter relating to a payment or the conferring of any benefit permitted by sub clause 2 of this article
- (c) The Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting
- (d) The other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee or connected person rather than with someone who is not a Trustee or a connected person. In reaching that decision the Trustees must balance the advantage of employing a Trustee or connected person against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest)
- (e) The reason for their decision is recorded by the Trustees in the minute book
- (f) A majority of the Trustees then in office have received no such payments
- (g) A Trustee may not receive remuneration for acting as a Trustee
- (h) The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is.
 - (i) a partner,

- (ii) an employee;
- (iii) a consultant,
- (iv) a director, or
- (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued share capital

(4) Payment for supply of goods only – controls

The charity and its Trustees may only rely upon the authority provided by sub clause (2)(c) of this article if each of the following conditions is satisfied

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its Trustees (as the case may be) and the Trustee or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the charity
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question
- (c) The other Trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
- (f) The reason for their decision is recorded by the Trustees in the minute book
- (g) A majority of the Trustees then in office are not in receipt of remuneration or payment authorised by sub clause (1) of this article

(5) In sub-clauses (2)-(4) of this article

- (a) "charity" shall include any company in which the charity:
 - (i) holds more than 50% of the shares, or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the board of the company.

- (b) "connected person" means the trustee's spouse, which includes someone living with someone else as their husband or wife; the trustee's children, parents, grandchildren, grandparents, brothers and sisters and their spouses; business partners or firms or businesses (not including those which are wholly owned by one or more charities) in which the trustee has a substantial interest

Members

- 8 (a) The subscribers to the Memorandum are the first members of the charity
- (b) Membership is open to other individuals or organisations who
 - (i) apply to the charity in the form required by the trustees;
 - (ii) are approved by the trustees
- (c) (i) The trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the charity to refuse the application,
- (ii) the trustees must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision,
- (iii) the trustees must consider any written representations the applicant may make about the decision. The trustees' decision following any written representations must be notified to the applicant in writing but shall be final
- (d) Membership is not transferable
- (e) The trustees must keep a register of names and addresses of the members.

Classes of membership

- 9 (a) The trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members
- (b) The trustees may not directly or indirectly alter the rights or obligations attached to a class of membership;
- (c) The rights attached to a class of membership may only be varied if
 - (i) three-quarters of the members of that class consent in writing to the variation, or
 - (ii) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- (d) The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

Termination of membership

- 10 Membership is terminated if
- (a) the member dies or, if it is an organisation, ceases to exist,
 - (b) the member resigns by written notice to the charity unless, after the resignation, there would be less than two members,
 - (c) any sum due from the member to the charity is not paid in full within six months of it falling due,
 - (d) any person or other body who ceases to be a trustee in accordance with Article 39 shall forthwith cease to be a member of the charity and may be reappointed in accordance with the provisions of article 8 (b),
 - (e) the member is removed from membership by a resolution of the trustees that it is in the best interests of the charity that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if
 - (i) the member has been given at least twenty-one days' notice in writing of the meeting of the trustees at which the resolution will be proposed and the reasons why it is to be proposed,
 - (ii) the member or, at the option of the member, the member's representative (who need not be a member of the charity) has been allowed to make representations to the meeting

General meetings

- 11 Unless the charity has elected to dispense with the need to hold an Annual General Meeting by passing an elective resolution (and that elective resolution remains in effect), the charity shall hold an Annual General Meeting each year 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 charity and that of the next provided that so long as the charity 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 times and places as the trustees shall appoint
12. The trustees may call a general meeting at any time
- 13 On the requisition of 10% of the members having the right to vote at general meetings pursuant to the provisions of the Act, the trustees must call a general meeting of the charity.

Notice of general meetings

- 14 (a) The minimum periods of notice required to hold a general meeting are
- (i) twenty-one days for an annual general meeting or a general meeting called for the passing of a special resolution,
 - (ii) fourteen clear days for all other general meetings

- (b) A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights
 - (c) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 21.
 - (d) The notice must be given to all the members and to the trustees
 - (e) The trustees must give notice of a General Meeting called by requisition of the members as provided for in Article 13 above
 - (i) within 21 days from the date on which they become subject to the requirement,
 - (ii) the meeting must be held on a date not more than 28 days after the date of the notice calling the meeting;
 - (iii) if the requests received by the charity identify a resolution intended to be moved at the meeting, the notice of the meeting must include notice of the resolution;
 - (iv) the business that may be dealt with at the meeting includes a resolution of which notice is given in accordance with section 303 of the Act.
- 15 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the charity

Proceedings at general meetings

- 16 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member present in person or by proxy, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum. The authorised representative of a member organisation shall be counted in the quorum.
- 17 If a quorum is not present within half an hour of the time appointed for the meeting or a quorum ceases to be present during a meeting, the meeting shall be adjourned to such time and place as the trustees shall determine. The trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the members present in person or by proxy at that time shall constitute the quorum for the meeting.
18. General meetings shall be chaired by the person who has been appointed as chair of the trustees. If there is no such person or he is not present within fifteen minutes of the time appointed for the meeting a trustee nominated by the trustees shall chair the meeting. If there is only one trustee present and willing to act, he shall chair the meeting. If no trustee is present and willing to chair the

meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

- 19 (a) The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- (b) The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- (c) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- (d) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting
- 20 (a) Any vote at a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- (i) by the person chairing the meeting; or
- (ii) by at least two members present in person or by proxy and having the right to vote at the meeting, or
- (iii) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
- (b) (i) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded
- (ii) The result of the vote must be recorded in the minutes of the charity but the number or proportion of votes cast need not be recorded
- (c) The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
- (d) A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- (e) A poll demanded on the election of chairman, or on a question of adjournment, must be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman of the meeting directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of the meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly

withdrawn, the meeting shall continue as if the demand had not been made

- (f) 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. 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

Content of proxy notices

- 21 (a) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - (i) states the name and address of the member appointing the proxy;
 - (ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
 - (iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the trustees may determine; and
 - (iv) is delivered to the charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate
- (b) The charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- (c) 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
- (d) Unless a proxy notice indicates otherwise, it must be treated as
 - (i) allowing the person appointed as proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (ii) appointing that person as proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

Delivery of proxy notices

- 22 (a) 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 charity by or on behalf of that person
- (b) An appointment under a proxy notice may be revoked by delivering to the charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (c) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- (d) 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

- 23 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members have signified their agreement. In the case of a member that is an organisation, its authorised representative may signify its agreement.

Votes of members

24. Subject to Article 9, every member, whether an individual or an organisation, shall have one vote
- 25 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the chairman shall be final
- 26 (a) Any organisation that is a member of the charity may nominate any person to act as its representative at any meeting of the charity
- (b) The organisation must give written notice to the charity of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the charity. The representative may continue to represent the organisation until written notice to the contrary is received by the charity
- (c) Any notice given to the charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The charity shall not be required to consider whether the representative has been properly appointed by the organisation

Trustees

- 27 (a) A trustee must be a natural person aged 16 years or older
- (b) No one may be appointed a trustee if he would be disqualified from acting under the provisions of article 39
- 28 The number of trustees shall be not less than 3 (three) and, unless otherwise determined by ordinary resolution, shall not be subject to any maximum
- 29 The first trustees shall be those persons notified to Companies House as the first trustees of the charity. Future trustees shall be appointed as provided subsequently in the Articles.
- 30 A trustee may not appoint an alternate trustee or anyone to act on his behalf at meetings of the trustees

Powers of trustees

31. (a) The trustees shall manage the business of the charity and may exercise all the powers of the charity unless they are subject to any restrictions imposed by the Companies Acts, the articles or any special resolution
- (b) No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the trustees
- (c) Any meeting of trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the trustees.
- 32 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the trustees shall have the following powers, namely
- (a) to expend the funds of the charity in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the charity,
- (b) to enter into contracts on behalf of the charity;
- (c) to appoint one or more of their number as a director of a wholly-owned subsidiary company provided that
- (i) the wholly-owned subsidiary company is acting solely for the benefit of the charity,
- (ii) that such appointment is in the best interests of the charity,
- (iii) that such appointment is a minority of the current trustees;
- (iv) that no trustee so appointed stands to gain personally whether financially or otherwise from such appointment; and
- (v) that appropriate professional advice has been taken.

Retirement of trustees

- 33
- (a) The trustees shall be subject to retirement by rotation. They are eligible to serve for a three-year period and may then be re-elected for further three-year periods,
- (b) At every subsequent annual general meeting following the first, one-third of the trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one third shall retire from office, but if there is only one trustee who is subject to retirement by rotation he shall retire;
- (c) The first trustees to retire shall be decided by lots drawn amongst themselves,

- (d) If a trustee is required to retire at an annual general meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting

Appointment of trustees

- 34 No person may be appointed as a trustee at any general meeting
- (a) unless is recommended for re-election by trustees, or
 - (b) unless not less than fourteen nor more than thirty-five clear days before the date of the meeting, the charity is given a notice that.
 - (i) is signed by a member entitled to vote at the meeting,
 - (ii) states the member's intention to propose the appointment of a person as a trustee;
 - (iii) contains the details that, if the person were to be appointed, the charity would have to file at Companies House, and
 - (iv) is signed by the person who is to be proposed to show his willingness to be appointed
 - (c) in circumstances such that, had he already been a trustee, he would have been disqualified from acting under the provisions of article 39,
 - (d) unless he has signed in the Minute book on the first and on each subsequent appointment a declaration of acceptance and willingness to act in accordance with the trusts of the charity and completed the statutory forms of appointment
- 35 The charity may by ordinary resolution appoint a person who is willing to act to be a trustee
- 36 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a trustee.
37. In selecting individuals for appointment as trustees, the trustees must have regard to the skills, knowledge and experience required for the effective administration of the charity.
- 38 The appointment of a trustee, whether by the charity in general meeting or by the other trustees, must not cause the number of trustees to exceed any number fixed as the maximum number of trustees

Disqualification and removal of trustees

39. A trustee shall cease to hold office if he
- (a) ceases to be a trustee by virtue of any provision of the Companies Acts or is prohibited by law from being a director,
 - (b) is disqualified from acting as a trustee by virtue of Sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision),

- (c) ceases to be a member of the charity,
- (d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- (e) resigns his office by notice to the charity (but only if at least two trustees will remain in office when the notice of resignation is to take effect),
- (f) is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his office be vacated,
- (g) the members of the charity in general meeting decide by ordinary resolution for a good and sufficient reason to terminate his appointment provided that he shall have received 14 clear days' notice in writing to his last known address notifying him of the intention to terminate his appointment and the reasons therefore and that he shall have the right to be heard by the members at such general meeting before any vote is taken

Remuneration of trustees

- 40 The trustees must not be paid any remuneration unless it is authorised by article 7

Proceedings of trustees

- 41 Subject to the provisions of the articles, the trustees may regulate their proceedings as they think fit. A trustee may, and the secretary (if any) at the request of a trustee shall, call a meeting of the trustees. It shall not be necessary to give notice of a meeting to a trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall not be entitled to a casting vote. If a resolution fails to secure a majority vote in favour it shall be lost.
- 42 A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.
- 43 (a) No decision may be made by a meeting of the trustees unless a quorum is present at the time the decision is purported to be made. ("Present" includes being present by suitable electronic means agreed by the trustees in which a participant or participants may communicate with all the other participants.)
- (b) The quorum shall be two or the number nearest to one third of the total number of trustees, whichever is the greater, or such larger number as may be decided from time to time by the trustees
- (c) A trustee shall not be counted in the quorum present when any decision is made about a matter upon which that trustee is not entitled to vote
- 44 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 for calling a general meeting.
- 45 (a) The trustees shall appoint a trustee to chair their meetings and may at any time revoke such appointment

- (b) If no one has been appointed to chair meetings of the trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the trustees present may appoint one of their number to chair that meeting
 - (c) The person appointed to chair meetings of the trustees shall have no functions or powers except those conferred by the articles or delegated to him by the trustees
- 46 A resolution in writing or in electronic form agreed by a simple majority of all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the trustees or (as the case may be) a committee of trustees duly convened and held provided that
- (a) a copy of the resolution is sent or submitted to all the trustees eligible to vote, and
 - (b) a simple majority of trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date
- 47 Any bank account in which any part of the assets of the charity is deposited shall indicate the name of the charity. All cheques and orders for the payment of money from such account and all promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed by at least two signatories who shall be trustees or persons duly authorised by the trustees. Such electronic payments as may be required may be made and received subject to effective controls being in place and regularly monitored by the trustees

Duty of care and extent of liability

- 48 When exercising any power (whether contained in the articles or provided by statute or any rule of law) to administer or manage the charity, each of the trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he has or claims to have (the "duty of care"). No trustee and no-one exercising powers or responsibilities that have been delegated by the trustees shall be liable for any act or failure to act unless, in acting or failing to act, he has failed to discharge the duty of care

Delegation

- 49 (a) The trustees may delegate any of their powers or functions to a committee of two or more trustees but the terms of any delegation must be recorded in the minute book
- (b) The trustees may impose conditions when delegating, including the conditions that
- (i) the relevant powers are to be exercised exclusively by the committee to whom they delegate,
 - (ii) no expenditure may be incurred on behalf of the charity except in accordance with a budget previously agreed with the trustees.

- (c) The trustees may revoke or alter a delegation.
- (d) All acts and proceedings of any committees must be fully and promptly reported to the trustees

Declaration of trustees' interests

- 50 A trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the charity or in any transaction or arrangement entered into by the charity which has not previously been declared

Conflict of interests

- 51 A trustee should make it known from the outset of any interest he may have in a particular topic of discussion. Where the potential conflict of interest is not of personal or financial benefit to the trustee in question, the remaining trustees may resolve that such trustee be counted in the quorum for that part of the meeting, take part in the topic of discussion and vote in relation to the topic. Where the potential conflict of interest is of personal or financial benefit to the trustee in question, he must immediately remove himself from that part of the meeting where the potential conflict of interest may arise or be deemed to arise

Validity of trustees' decisions

- 52 (a) Subject to article 53 (b), all acts done by a meeting of trustees or of a committee of trustees, shall be valid notwithstanding the participation in any vote of a trustee
- (i) who was disqualified from holding office,
 - (ii) who had previously retired or who had been obliged by the constitution to vacate office,
 - (iii) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,
- if without
- (iv) the vote of that trustee, and
 - (v) that trustee being counted in the quorum,
- the decision has been made by a majority of the trustees at a quorate meeting.
- (b) Article 53 (a) does not permit a trustee to keep any benefit that may be conferred upon him by a resolution of the trustees or of a committee of trustees if, but for article 53 (a) the resolution would have been void, or if the trustee has not complied with articles 51 and 52

Seal

53. If the charity has a seal it must only be used by the authority of the trustees or of a committee of trustees authorised by the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and, unless

otherwise so determined, it shall be signed by a trustee and by the secretary (if any) or by a second trustee

Minutes

- 54 The trustees must keep minutes of all
- (a) appointments of officers made by the trustees,
 - (b) proceedings at meetings of the charity,
 - (c) meetings of the trustees and committees of trustees including
 - (i) the names of the trustees present at the meeting,
 - (ii) the decisions made at the meetings, and
 - (iii) where appropriate, the reasons for the decisions

Accounts

- 55 (a) The trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice
- (b) The trustees must keep accounting records as required by the Companies Acts

Annual Report and Return and Register of Charities

- 56 (a) The trustees must comply with the requirements of the Charities Act 2011 with regard to:
- (i) the transmission of the statements of account to the Charity Commission,
 - (ii) the preparation of an Annual Report and its transmission to the Commission,
 - (iii) the preparation of an Annual Return and its transmission to the Commission
- (b) The trustees must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities

Means of communication

- 57 (a) Subject to the articles, anything sent or supplied by or to the charity under the articles 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 or to the charity
- (b) 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 by which that trustee has asked to be sent or supplied with such notices or documents for the time being

- 58 Any notice to be given to or by any person pursuant to the articles
- (a) must be in writing, or
 - (b) must be given in electronic form
- 59
- (a) The charity may give any notice to a member either in person, by sending it by post in a prepaid envelope addressed to the member at his address or by leaving it at the address of the member or by giving it in electronic form to the member's address or by posting it on the charity's website.
 - (b) A member who does not register an address with the charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the charity
- 60 A member present in person at any meeting of the charity shall be deemed to have received notice of the meeting and of the purposes for which it was called
- 61
- (a) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given;
 - (b) Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006
 - (c) In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given
 - (i) 48 hours after the envelope containing it was posted, or
 - (ii) in the case of an electronic form of communication, 48 hours after it was sent

Indemnity

- 62
- (a) The charity may indemnify every relevant trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the charity
 - (b) In this article a "relevant trustee" means any trustee or former trustee of the charity

Rules

- 63.
- (a) The trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the charity.
 - (b) The bye laws may regulate the following matters but are not restricted to them

- (i) the admission of members of the charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members and in accordance with the provisions of article 8,
 - (ii) the conduct of members of the charity in relation to one another, and to the charity's employees and volunteers;
 - (iii) the setting aside of the whole or any part or parts of the charity's premises at any particular time or times or for any particular purpose or purposes,
 - (iv) the procedure at general meetings and meetings of the trustees in so far as such procedure is not regulated by the Act or by these articles;
 - (v) generally, all such matters as are commonly the subject matter of company rules
- (c) The charity in general meeting has the power to alter, add to or repeal the rules or bye laws
 - (d) The trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the charity
 - (e) The rules or bye laws shall be binding on all members of the charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles

Disputes

- 64 If a dispute arises between members of the company about the validity or propriety or anything done by the members of the company under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation

Dissolution

- 65 (a) The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the charity be applied or transferred in any of the following ways
- (i) directly for the Objects, or
 - (ii) by transfer to any charity or charities for purposes similar to the Objects, or
 - (iii) to any charity or charities for use for particular purposes that fall within the Objects
- (b) Subject to any such resolution of the members of the charity, the trustees of the charity may at any time before and in expectation of its dissolution resolve that any net assets of the charity after all its debts and liabilities

have been paid, or provision made for them, shall on or before dissolution of the charity be applied or transferred

- (i) directly for the Objects, or
 - (ii) by transfer to any charity or charities for purposes similar to the Objects, or
 - (iii) to any charity or charities for use for particular purposes that fall within the Objects
- (c) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no resolution in accordance with article 65 (a) is passed by the members or the trustees the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.