

FILE COPY



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

Company Number **12546947**

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

COVID-19 HEALTHCARE SUPPORT APPEAL

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 **3rd April 2020**



* N12546947P *



Companies House



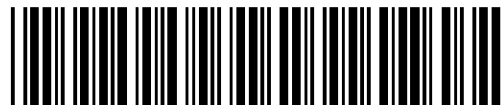
THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **03/04/2020**

X9270X4H

Company Name in full:

COVID-19 HEALTHCARE SUPPORT APPEAL

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

Company Type:

Private company limited by guarantee

Situation of

England and Wales

Registered Office:

Proposed Registered Office Address:

**20 CAVENDISH SQUARE
LONDON
UNITED KINGDOM W1G 0RN**

Sic Codes:

86900

Company Director ***1***

Type:	Person		
Full Forename(s):	PROFESSOR (MRS) JANE FRANCES		
Surname:	CUMMINGS		
Former Names:	BROWN		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/05/1961	Nationality:	BRITISH
Occupation:	SEMI-RETIRED MANAGEMENT CONSULTANT NURSE		

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: THE RCN FOUNDATION

Service Address: 20 CAVENDISH SQUARE
LONDON
UNITED KINGDOM
W1G 0RN

Legal Form: CORPORATE

Governing Law: ENGLAND AND WALES

Register Location: COMPANIES HOUSE

Country/State: ENGLAND AND WALES

Registration Number: 07026001

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

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:

- payments 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: **THE RCN FOUNDATION**

Address **20 CAVENDISH SQUARE
LONDON
UNITED KINGDOM
W1G 0RN**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Name: **THE RCN FOUNDATION**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

COVID-19 Healthcare Support Appeal

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

The RCN Foundation

Dated: 3 April 2020

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

COVID-19 Healthcare Support Appeal



10 Queen Street Place, London
EC4R 1BE
bateswells.co.uk

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of COVID-19 Healthcare Support Appeal

Company No:

INTERPRETATION

1. Defined terms

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

OBJECTS AND POWERS

2. Objects

2.1 The objects of the Company are, for the public benefit:

2.1.1 the advancement of health; and

2.1.2 the relief of suffering, poverty, hardship and distress among nurses and other health and social care workers and their families and dependants.

2.2 In these objects 'health and social care workers' means people who are directly or indirectly engaged in the provision of health or social care services, including any person providing administrative, logistical or other support for the provision of health or social care; and the directors shall have absolute discretion in determining who is and who is not a health or social care worker within that definition and who is a person's dependant.

3. Powers

3.1 To further its objects the Company may:

3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

3.1.2 borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;

3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;

3.1.4 arrange for investments or other property of the Company to be held in the name of a nominee or nominees and pay any reasonable fee required;

- 3.1.5 accept (or disclaim) gifts of money and any other property;
- 3.1.6 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- 3.1.7 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.8 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- 3.1.9 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.11 provide and assist in the provision of money, materials or other help;
- 3.1.12 give grants to beneficiaries;
- 3.1.13 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.14 incorporate subsidiary companies to carry on any trade;
- 3.1.15 undertake and execute charitable trusts;
- 3.1.16 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Company, including (without limitation) by creating permanent endowment;
- 3.1.17 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the directors to protect the Company;
- 3.1.18 provide indemnity insurance for the directors or any other officer of the Company in accordance with, and subject to the conditions in the Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a director, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Company); and
- 3.1.19 do all such other lawful things as may further the Company's objects.

4. Political campaigning

- 4.1 No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Company shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

5. **Limitation on private benefits**

- 5.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 5.2 No part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This shall not prevent any payment in good faith by the Company of:
- 5.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Company;
- 5.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company (including services performed by the member under a contract of employment with the Company), provided that if such member is a director Articles 5.3 and 5.4 shall apply;
- 5.2.3 interest at a reasonable and proper rate on money lent by any member to the Company;
- 5.2.4 any reasonable and proper rent for premises let by any member to the Company; and
- 5.2.5 any payments to a member who is also a director which are permitted under Articles 5.3 or 5.4.

Permitted benefits to Directors and Connected persons

- 5.3 No director may:
- 5.3.1 sell goods, services or any interest in land to the Company;
- 5.3.2 be employed by, or receive any remuneration from, the Company; or
- 5.3.3 receive any other financial benefit from the Company;
- unless the payment is permitted by Article 5.4 or authorised by the court or the Charity Commission. In this Article 4 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.
- 5.4 A director may receive the following benefits from the Company:
- 5.4.1 a director or person Connected to a director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
- 5.4.2 a director or person Connected to a director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Company;
- 5.4.3 a director or person Connected to a director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the directors (excluding, in the case of a director, the service of acting as director and services performed under a contract of employment with the Company)

provided that this provision may not apply to more than half of the directors in any financial year (and for these purposes this provision shall be treated as applying to a director if it applies to a person who is a person Connected to that director);

- 5.4.4 a director or person Connected to a director may receive interest at a reasonable and proper rate on money lent to the Company;
- 5.4.5 a director or person Connected to a director may receive reasonable and proper rent for premises let to the Company;
- 5.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.18; and
- 5.4.7 a director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 7;

provided that where benefits are conferred under Article 5.4, Article 19 (Conflicts of Interest) must be complied with by the relevant director in relation to any decisions regarding the benefit.

LIMITATION OF LIABILITY AND INDEMNITY

6. Liability of the members

- 6.1 The liability of each member is limited to £1, being the amount that the member undertakes to contribute to the assets of the Company in the event of the Company being wound up while it is a member or within one year after it ceases to be a member, for:
 - 6.1.1 payment of the Company's debts and liabilities contracted before it ceases to be a member; and
 - 6.1.2 payment of the costs, charges and expenses of winding up.

7. Indemnity

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

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Directors' general authority

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

9. **Chair**

The Sole Member may appoint one of the directors to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

10. **Directors may delegate**

10.1 Subject to the Articles, the directors may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

10.3 Any delegation by the directors may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.5 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

10.6 The directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

11. **Delegation of day to day management powers**

11.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

11.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the directors and (if applicable) to advise the directors in relation to such policy, strategy and budget;

11.1.2 the directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.1.3 any manager must report regularly to the directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively

12.1 Any decision of the directors must be either:

12.1.1 by decision of a majority of the directors present and voting at a quorate directors' meeting (subject to Article 17); or

12.1.2 a majority decision taken in accordance with Article 18.

13. Calling a directors' meeting

13.1 Any director may (and the Secretary, if any, must at the request of any director) call a directors' meeting.

13.2 A directors' meeting must be called by at least seven Clear Days' notice unless either:

13.2.1 all the directors agree; or

13.2.2 urgent circumstances require shorter notice.

13.3 In deciding on the date and time of any directors' meeting, the directors calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many directors as practicable are likely to be available to participate.

13.4 Notice of directors' meetings must be given to each director.

13.5 Every notice calling a directors' meeting must specify:

13.5.1 the place, day and time of the meeting;

13.5.2 the general nature of the business to be considered at such meeting; and

13.5.3 if it is anticipated that directors 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.

13.6 Notice of directors' meetings need not be in Writing.

13.7 Article 28 shall apply, and notice of directors' meetings may be sent by Electronic Means to an Address provided by the director for the purpose.

14. Participation in directors' meetings

14.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

14.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

14.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15. **Quorum for directors' meetings**

15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

15.2 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two and unless otherwise fixed it is two, or one-third of the total number of directors, whichever is the greater.

15.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to invite the Sole Member to appoint further directors.

16. **Chairing of directors' meetings**

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

17. **Casting vote**

17.1 If the numbers of votes for and against a proposal at a directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

17.2 Article 17.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

18. **Directors' decisions without a meeting**

18.1 A decision is taken in accordance with this Article 18 when a majority of the directors indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The directors cannot rely on this Article to make a decision if one or more of the consenting directors (including the Chair) has a Conflict of Interest which, under Article 19, results in them not being entitled to vote and this results in there not being a consenting majority of directors.

18.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each consenting director or to which each consenting director has otherwise indicated agreement in Writing.

18.3 A decision which is made in accordance with this Article 18 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

18.3.1 approval from each consenting director must be received by one person being either such person as all the directors have nominated in advance for that purpose or such other person

as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the directors;

- 18.3.2 following receipt of responses from the consenting directors, the Recipient must communicate to all of the directors (by any means) whether the resolution has been formally approved by the directors in accordance with this Article 18.3;
- 18.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 18.3.4 the Recipient must prepare a minute of the decision in accordance with Article 32 (Minutes).

19. **Director interests and management of conflicts of interest**

Declaration of interests

- 19.1 Unless Article 19.2 applies, a director must declare the nature and extent of:
 - 19.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and
 - 19.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.
- 19.2 There is no need to declare any interest or duty of which the other directors are, or ought reasonably to be, already aware.
- 19.3 Any conflict that arises solely because a director is also an officer or agent of the Sole Member (while the Sole Member is a charity) is hereby authorised.

Participation in decision-making

- 19.4 If a director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other directors taking part in the decision-making process.
- 19.5 If a director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
 - 19.5.1 the decision could result in the director or any person who is Connected with him or her receiving a benefit other than:
 - (a) any benefit received in his, her or its capacity as a beneficiary of the Company and which is available generally to the beneficiaries of the Company; or
 - (b) payment under the indemnity set out at Article 7; or

19.5.2 a majority of the other directors participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 19.6.

19.6 If a director with a conflict of interest or conflict of duties is required to comply with this Article 19.6, he or she must:

19.6.1 take part in the decision-making process only to such extent as in the view of the other directors is necessary to inform the debate;

19.6.2 not be counted in the quorum for that part of the process; and

19.6.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

19.7 Where a director or person Connected with him or her has a conflict of interest or conflict of duties and the director has complied with his or her obligations under these Articles in respect of that conflict:

19.7.1 the director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

19.7.2 the director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

20. Register of directors' interests

The directors must ensure a register of directors' interests is kept.

21. Validity of director actions

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

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. Appointment and retirement of directors

22.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first directors.

22.2 Any person who is willing to act as a director, and who would not be disqualified from acting under the provisions of Article 23, may be appointed to be a director.

22.3 Directors may be appointed by way of an ordinary resolution of the Sole Member, communicated to the Company in accordance with Article 29.

- 22.4 In appointing new directors, the Sole Member shall seek to ensure that there are at least two Independent Directors.

Minimum age

- 22.5 No person may be appointed as a director unless he or she has reached the age of 18 years.

General

- 22.6 A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.

23. Disqualification and removal of directors

- 23.1 A director shall cease to hold office if:

- 23.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

- 23.1.2 the directors reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

- 23.1.3 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms;

- 23.1.4 he or she fails to attend three consecutive meetings of the directors and the directors resolve that he or she be removed for this reason; or

- 23.1.5 he or she is removed by the Sole Member serving written notice on the Company and the director so removed.

MEMBER

24. Sole Member

- 24.1 The Company shall have a Sole Member. Only the Sole Member shall have the power to admit new members.

- 24.2 On incorporation of the Company the Sole Member shall be The RCN Foundation.

- 24.3 The Sole Member at any time by notice in writing may appoint a successor as Sole Member but the original Sole Member shall not cease to be the Sole Member until the replacement Sole Member becomes a member.

- 24.4 In the event of a bona fide reconstruction of the Sole Member without insolvency the member successor organisation shall automatically become the Sole Member of the Company.

- 24.5 If the Sole Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency, or has an administrator or a receiver or an administrative receiver appointed over all its assets, or an order made or a resolution passed for its winding up, or ceases to exist or dies (if an individual) or refuses to continue acting as the

Sole Member, the Sole Member's membership shall automatically cease, and the directors then in office shall appoint a new Sole Member.

- 24.6 The Sole Member shall appoint an individual to represent it at meetings of the Company and the name of such representative or its alternate from time to time and the fact that he or she is the representative of the Sole Member or is an alternate of such representative shall be noted in the register of members. The Sole Member shall be able to replace its representative and his or her alternate with another individual by giving notice in Writing to the Company.

25. **One vote per member**

- 25.1 The Sole Member shall have a single vote.

26. **Member meetings**

- 26.1 The directors may call a general meeting at any time.
- 26.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

27. **Written resolutions**

General

- 27.1 Subject to this Article 27 a written resolution agreed by the Sole Member shall be effective.
- 27.2 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

Circulation

- 27.3 A copy of the proposed written resolution must be sent to the Sole Member together with a statement informing the Sole Member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.
- 27.4 The Sole Member must signify its/his/her agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 27.5 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

- 27.6 The Sole Member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:
- 27.6.1 identifying the resolution to which it relates; and
- 27.6.2 indicating the Sole Member's agreement to the resolution.

- 27.7 For the purposes of Article 27.6:
- 27.7.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 27.7.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Company; or
 - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 27.8 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

28. Communications by the Company

Methods of communication

- 28.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
- 28.1.1 in Hard Copy Form;
- 28.1.2 in Electronic Form; or
- 28.1.3 by making it available on a website.
- 28.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the directors may decide what agreement (if any) is required from the recipient.
- 28.3 Subject to the Articles, any notice or Document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 28.4 The Sole Member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 28.5 Where any Document or information is sent or supplied by the Company to the Sole Member:
- 28.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 28.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 28.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 28.6 Subject to the Companies Acts, a director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 28.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 28.7.1 if the Document or information has been sent to the Sole Member or director and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's or director's postal address as shown in the Company's register of members or directors, but may in its discretion choose to do so;
- 28.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the Sole Member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 28.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 28.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

29. **Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

30. **Secretary**

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

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

30.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a director, or a person authorised generally or specifically in that behalf by the directors.

31. **Irregularities**

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

32. **Minutes**

32.1 The directors must ensure minutes are made:

32.1.1 of all appointments of officers made by the directors;

32.1.2 of all resolutions of the Company and of the directors (including, without limitation, decisions of the directors made without a meeting); and

32.1.3 of all proceedings at meetings of the Company and of the directors, and of committees of directors, including the names of the directors present at each such meeting;

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

33. **Records and accounts**

33.1 The directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

33.1.1 annual reports;

33.1.2 annual statements of account; and

- 33.1.3 annual returns or confirmation statements.
- 33.2 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

34. **Exclusion of model articles**

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

WINDING UP

35. **Winding up**

- 35.1 At any time before, and in expectation of, the winding up or dissolution of the Company, the Sole Member of the Company or, subject to any resolution of the Sole Member, the directors, may resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Company be applied or transferred in any of the following ways:
- 35.1.1 directly for the objects of the Company; or
- 35.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
- (a) for purposes similar to the objects of the Company; or
- (b) for use for particular purposes that fall within the objects of the Company.
- 35.2 In no circumstances shall the net assets of the Company be paid to or distributed to the members of the Company under this Article 35.
- 35.3 If no resolution is passed in accordance with Article 35.1, the net assets of the Company shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE

INTERPRETATION – DEFINED TERMS

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

	Term	Meaning
1.1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	“Articles”	the Company’s articles of association;
1.3	“Chair”	has the meaning given in Article 9;
1.4	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.5	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6	“Companies Acts”	the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.7	“Company”	COVID-19 Healthcare Support Appeal;
1.8	“Connected”	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a director; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

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| 1.9 | “Document” | includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.10 | “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in section 1168 of the Companies Act 2006; |
| 1.11 | “Financial Expert” | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.12 | “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in section 1168 of the Companies Act 2006; |
| 1.13 | “Independent Director” | a director of the Company who is not a director, officer, shareholder, employee or agent of the Sole Member nor Connected with such a person; |
| 1.14 | “member” | a company law member of the Company |
| 1.15 | “Public Holiday” | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.16 | “Secretary” | the secretary of the Company (if any); |
| 1.17 | “Sole Member” | the sole member of the Company, namely The RCN Foundation, a registered charity (registered charity number 1134606) and company limited by guarantee registered in England and Wales (registered company number 07026001) or any successor organisation admitted in accordance with Article 24; |
| 1.18 | “Writing” | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
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2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

 3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.