

FILE COPY



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

Company Number 13901074

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

HAVEN METHODIST CARE

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 **8th February 2022**



N13901074C



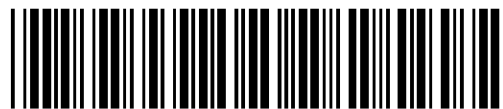
Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Application to register a company



Received for filing on the: 03/02/2022

AAX2UKKI

Company Name in full: HAVEN METHODIST CARE

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 Registered Office: England and Wales

Proposed Registered Office Address: ST ANDREWS METHODIST CHURCH BRADFORD ROAD
LIVERSEDGE
ENGLAND WF15 6EF

Sic Codes: 87300

Principal activity description: Residential care activities for the elderly and disabled

I wish to adopt entirely bespoke model articles.

Proposed Officers

Company Secretary ***1***

Type: **Person**

Full Forename(s): **CAROLINE JANE**

Surname: **HOLT**

Former Names: **FIRMAN**

Service Address: **recorded as Company's registered office**

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

Company Director 1

Type:	Person
Full Forename(s):	JENNIFER MARGARET
Surname:	BIRD
Former Names:	COATES
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	ENGLAND

Date of Birth: ****/03/1949** *Nationality:* **BRITISH**
Occupation: **RETIRED**

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

Company Director 2

Type:	Person
Full Forename(s):	REVEREND MARIAN LORRAINE
Surname:	OLSEN
Former Names:	WILKINSON
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	ENGLAND

Date of Birth: ****/02/1967** *Nationality:* **BRITISH**
Occupation: **METHODIST MINISTER**

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

Company Director 3

Type:	Person
Full Forename(s):	CHRISTINE MARGARET
Surname:	HARRIS
Former Names:	EARNSHAW
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	ENGLAND

Date of Birth: ****/01/1944** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

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

Company Director 4

Type:	Person
Full Forename(s):	ROBIN
Surname:	HAWKE
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	ENGLAND

Date of Birth: ****/03/1948** *Nationality:* **BRITISH**
Occupation: **NONE**

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

Company Director 5

Type: **Person**
Full Forename(s): **CAROLINE JANE**
Surname: **HOLT**
Former Names: **FIRMAN**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/07/1967** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

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

Company Director 6

Type: **Person**
Full Forename(s): **SARAH JENNIFER**
Surname: **LEWIS**
Former Names: **BROOKS**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/10/1961** *Nationality:* **BRITISH**
Occupation: **NONE**

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

Company Director 7

Type: **Person**
Full Forename(s): **MAVIS**
Surname: **MORSE**
Former Names: **FRASER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/09/1950** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

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

Company Director 8

Type: **Person**
Full Forename(s): **JOHN MICHAEL**
Surname: **ROBERTS**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/07/1943** *Nationality:* **BRITISH**
Occupation: **NONE**

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

Company Director 9

Type: **Person**

Full Forename(s): **JOHN HARRIS**

Surname: **ROBINSON**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/12/1940** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

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

Individual Person with Significant Control details

Names: **JOHN HARRIS ROBINSON**

*Country/State Usually
Resident:* **ENGLAND**

Date of Birth: ****/12/1940** *Nationality:* **BRITISH**

Service Address: **ST ANDREWS METHODIST CHURCH BRADFORD
ROAD
LIVERSEDGE
ENGLAND
WF15 6EF**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person has the right to exercise, or actually exercises, significant influence or control over 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: **JOHN HARRIS ROBINSON**

Address **ST ANDREWS METHODIST CHURCH BRADFORD ROAD
LIVERSEDGE
ENGLAND
WF15 6EF**

Amount Guaranteed **1**

Statement of Compliance

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

Name: **JOHN HARRIS ROBINSON**
Authenticated **YES**

Authorisation

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

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum and Articles of Association

Rollits 

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

**Memorandum of Association
of**

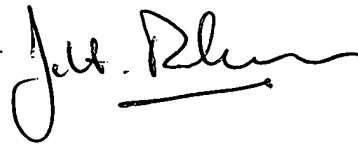
Haven Methodist Care

Each Subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

Name of each Subscriber

Authentication by each Subscriber

John Harris Robinson

A handwritten signature in black ink, appearing to read 'John Harris Robinson', with a horizontal line underneath.

Dated:

13th January 2022.

Company Number:

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Haven Methodist Care

Introduction

1. Interpretation

- 1.1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Address	includes a number or address used for the purposes of sending or receiving documents by Electronic Means
Articles	means the Charity's articles of association
Chair	has the meaning given in Article 6 (Chair)
Charity	means Haven Methodist Care
Clear Days	in relation to the period of a notice, means 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
Companies Acts	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity
Connected	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee;</p>

- (b) the spouse or civil partner of any person in (a);
- (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
- (d) any company, partnership or firm in which the Trustee is a director, member, partner or employee and from which he or she derives benefits in money or money's worth (other than by virtue only of being shareholder in a company holding no more than 1% of the share capital of that company);

Electronic Form and Electronic Means

have the meanings respectively given to them in Section 1168 of the Companies Act 2006

Financial Expert

means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000

Member

means the Members of the Charity for the purposes of the Companies Acts as may be admitted in accordance with Articles 21.1 to 21.4 (Becoming and Ceasing to be a Member)

Special Resolution

means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a General Meeting or in the case of a Written Resolution by Members who together hold 75% of the voting power

Secretary

means the secretary of the Charity (if any)

Subsidiary Company

means any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company

Trustee

means a director of the Charity, and includes any person occupying the position of director, by whatever name called

Writing

means 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

1.2 Subject to article 1.3, 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.

1.3 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Charity.

2. Objects and Powers

2.1 Objects

The objects of the Charity are:

- the provision and management of housing and assisted accommodation for the relief and care of people (primarily not exclusively) aged 65 or older living in or around the community of Liversedge, West Yorkshire and who are suffering from isolation, or are otherwise in need and in particular by providing and maintaining homes for such people and providing amenities or services for their benefit.
- To provide facilities for broader community recreation.

2.2 Powers

The Charity may exercise the following powers to further its objects:

- 2.2.1 provide and assist in the provision of money, materials or other help;
- 2.2.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 2.2.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 2.2.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 2.2.5 provide or procure the provision of counselling and guidance;
- 2.2.6 provide or procure the provision of advice;
- 2.2.7 enter into contracts to provide services to or on behalf of other bodies;
- 2.2.8 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 2.2.9 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 2.2.10 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 2.2.11 set aside funds for special purposes or as reserves against future expenditure;

- 2.2.12 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 2.2.13 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
- 2.2.14 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 2.2.15 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;
- 2.2.16 accept (or disclaim) gifts of money and any other property;
- 2.2.17 raise funds by way of subscription, donation or otherwise;
- 2.2.18 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 2.2.19 incorporate subsidiary companies to carry on any trade;
- 2.2.20 subject to Article 3 (Limitation on Private Benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 2.2.21 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 2.2.22 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 2.2.23 undertake and execute charitable trusts;
- 2.2.24 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 2.2.25 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 2.2.26 pay out of the funds of the Charity the costs of forming and registering the Charity;

- 2.2.27 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 2.2.28 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the relevant section of the Charities Act 2011 shall be treated as references to officers of the Charity); and
- 2.2.29 do all such other lawful things as may further the Charity's objects.

3. Limitation on Private Benefits

- 3.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.
- 3.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members. This shall not prevent any payment in good faith by the Charity of:
 - 3.2.1 interest at a reasonable and proper rate on money lent by the Members to the Charity;
 - 3.2.2 any reasonable and proper rent for premises let by the Members to the Charity;
 - 3.2.3 any payments made to the Members in their capacity as a beneficiaries of the Charity; and
 - 3.2.4 reasonable and proper remuneration for any goods or services supplied to the Charity.
- 3.3 No Trustee may:
 - 3.3.1 sell goods, services or any interest in land to the Charity;
 - 3.3.2 be employed by, or receive any remuneration from, the Charity; or
 - 3.3.3 receive any other financial benefit from the Charity;

unless the payment is permitted by Article 3.4 or authorised in Writing by the Charity Commission.
- 3.4 A Trustee may receive the following benefits from the Charity:
 - 3.4.1 a Trustee or person Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
 - 3.4.2 a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
 - 3.4.3 a Trustee or person Connected with a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees provided that this provision may not apply to more than

half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

- 3.4.4 a Trustee or person Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;
- 3.4.5 a Trustee or person Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity;
- 3.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 2.2.28 (Objects and Powers); and
- 3.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 4.2 (Limitation of Liability and Indemnity);

provided that where benefits are conferred under Articles 3.4.3, 3.4.4 or 3.4.5, Article 17 (Conflicts of Interest) (conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

- 3.5 Article 3.4 (read so that references to "the Charity" are replaced by references to "any Subsidiary Company") shall permit a Trustee or person Connected with a Trustee to receive benefits from a Subsidiary Company provided that Article 3.4.1 shall be treated as though it read "a Trustee or person Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company".
- 3.6 For any transaction authorised by Articles 3.4 or 3.5, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Articles 3.4 or 3.5 have been complied with.

4. Limitation of Liability and Indemnity

4.1 Liability of members

The liability of the Members is limited to a sum not exceeding £1 each and each and every Member undertakes to contribute to the assets of the Charity in the event of its being wound up whilst still a Member or within one year after ceasing to be a Member, for:

- 4.1.1 payment of the Charity's debts and liabilities contracted before ceasing to be a Member;
- 4.1.2 payment of the costs, charges and expenses of winding up; and
- 4.1.3 adjustment of the rights of the contributories among themselves.

4.2 Indemnity

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

of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' Powers and Responsibilities

5. Trustees' General Authority

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

6. Chair

The Trustees may from time to time elect from amongst their number a Chair and a Vice Chair and may determine for what period they are to hold office. A Chair or Vice Chair elected without any determination for the period for which he or she is to hold office shall be deemed to have been elected for a term of three years if he or she shall so long remain a Trustee. A retiring Chair and Vice Chair may be re-elected.

7. Trustees May Delegate

- 7.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee consisting of at least one or more Trustees and such other people as the Trustees see fit.
- 7.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee consisting of least one or more Trustees and such other people as the Trustees see fit.
- 7.3 Any delegation by the Trustees may be by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think fit.
- 7.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated.
- 7.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 7.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

8. Committees

- 8.1 In the case of delegation to committees:
 - 8.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 8.1.2 the composition of any committee shall be entirely in the discretion of the Trustees provided such committee shall consist of at least one or more Trustees and such other people as the Trustees see fit as per Articles 7.1 and 7.2 (Trustees May Delegate),

- 8.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 8.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 8.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 8.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

9. Delegation of Investment Management

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

- 9.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 9.2 every transaction is reported promptly to the Trustees;
- 9.3 the performance of the investments is reviewed regularly with the Trustees;
- 9.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 9.5 the investment policy and the delegation arrangements are reviewed at least once a year;
- 9.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 9.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

Decision-Making by Trustees

10. Trustees to Take Decisions Collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 16 (Decisions Without a Meeting).

11. Calling a Trustees' Meeting

- 11.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 11.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 11.2.1 all the Trustees agree; or
 - 11.2.2 urgent circumstances require shorter notice.
- 11.3 Notice of Trustees' meetings must be given to each Trustee.

- 11.4 Every notice calling a Trustees' meeting must specify:
- 11.4.1 the place, day and time of the meeting;
 - 11.4.2 the general nature of the business to be considered at such meeting; and
 - 11.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

12. Participation in Trustees' Meetings

- 12.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 12.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 12.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

13. Quorum for Trustees' Meetings

- 13.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.
- 13.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than to ask the Member to appoint further Trustees.

14. Chairing of Trustees' Meetings

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

15. Decision-Making at Meetings

- 15.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
- 15.2 But this 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.

16. Decisions Without a Meeting

- 16.1 The Trustees may take a decision without a Trustees' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 16.2 A decision which is made in accordance with Article 16.1 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:
- 16.2.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- 16.2.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 16.2;
- 16.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- 16.2.4 the Recipient must prepare a minute of the decision in accordance with Article 25.1 (Minutes).

17. Conflicts of Interest

- 17.1 Unless Article 17.2 applies, a Trustee must declare the nature and extent of:
- 17.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
- 17.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 17.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.
- 17.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 17.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 17.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 2.2.28 (Objects and Powers);
- (c) payment under the indemnity set out at Article 4.2 (Limitation of Liability and Indemnity); and
- (d) reimbursement of expenses in accordance with Article 3.4.2 (Limitation on Private Benefits); or

17.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary; in which case he or she must comply with Article 17.5.

17.5 A Trustee with a conflict of interest or conflict of duties who is required to comply with this Article must:

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

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

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

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

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

17.6.2 the Trustee shall not be accountable to the Charity for any benefit (other than one expressly prohibited by or 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.

18. Validity of Trustee Actions

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

Appointment and Retirement of Trustees

19. Number of Trustees

There shall be at least two Trustees, and there shall be a maximum of twelve Trustees.

20. Appointment, Retirement, Removal and Disqualification of Trustees

- 20.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees. Thereafter, the Trustees shall have power to appoint any person as a Trustee provided the maximum number of Trustees in Article 19 shall not be exceeded.
- 20.2 The office of a Trustee shall be vacated if:
- 20.2.1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee;
- 20.2.2 he or she resigns by notice to the Charity; or
- 20.2.3 he or she is removed by the Members serving written notice on the Charity.

Members

21. Becoming and Ceasing to be a Member

- 21.1 The Members will be the same people as the Trustees and no person who is not a Trustee shall be or act as a Member.
- 21.2 The rights and privileges of a Member shall be personal to the Member and shall cease on death.
- 21.3 Every Member shall be subject to the provisions of these Articles in relation to his or her membership and shall be deemed to have had knowledge thereof and to have consented thereto upon or prior to his or her becoming a Member.
- 21.4 A Member shall cease to be a Member and the Member's name shall be removed from the Register of Members:
- 21.4.1 if the Member resigns by notice to the Charity; or
- 21.4.2 if he or she becomes bankrupt or makes any arrangements or composition with his or her creditors generally or (being a company) goes into liquidation other than for the purposes of solvent reconstruction; or
- 21.4.3 if the Member otherwise ceases to qualify for membership under these Articles; or
- 21.4.4 if the Member is removed from Membership by resolution of 75% of the Members on the ground that in their reasonable opinion the Member's continued membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice); or
- 21.4.5 if the Member ceases to be a Trustee;
- 21.4.6 membership of the Charity is not transferable.

Meetings and Company Resolutions

22. Decisions of the Members

- 22.1 Decisions of the Members in respect of the Charity can be made:

- 22.1.1 by passing a written resolution in accordance with the provisions of the Companies Acts; or
- 22.1.2 by passing a resolution at a general meeting convened and held in accordance with the provisions of the Companies Acts.
- 22.2 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
- 22.3 Each Member shall be entitled to one vote.

Administrative Arrangements and Miscellaneous

23. Secretary

- 23.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.
- 23.2 If there is no Secretary:
 - 23.2.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
 - 23.2.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

24. 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 unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

25. Minutes

- 25.1 The Trustees must cause minutes to be made in books kept for the purpose:
 - 25.1.1 of all appointments of officers made by the Trustees;
 - 25.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
 - 25.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,
- and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

- 25.2 Minutes made pursuant to Articles 25.1.2 and 25.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision.

26. Records and Accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 26.1 annual reports;
- 26.2 annual returns; and
- 26.3 annual statements of account.

27. Notices

- 27.1 Any notice to be given to or by any person pursuant to the Articles shall be in Writing to an Address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in Writing.
- 27.2 The Charity may give any notice to the Member either personally or by sending it by post in a prepaid envelope addressed to the Member at its registered address or by leaving it at that address or by Electronic Means to an Address provided for that purpose.
- 27.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that a communication sent by Electronic Means has been transmitted to the proper Address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given 48 hours after the envelope containing it was posted or in the case of a notice contained in a communication sent by Electronic Means 48 hours after the time it was transmitted.

28. Winding Up

If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed to the Members in furtherance of the Charity's objects), but must be given to some other institution or institutions with similar objects which is or are charitable. The institution or institutions to benefit may be chosen by resolution of the Charity at or before the time of winding up or dissolution, and subject to any such resolution of the Charity may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

29. Exclusion of Model Articles

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

End of Articles of Association