

FILE COPY



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

Company Number **14355610**

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

RENNIE GROVE PEACE HOSPICE 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 **14th September 2022**



N14355610C



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Application to register a company



Received for filing on the: 07/09/2022

ABC0VZIY

Company Name in full: **RENNIE GROVE PEACE HOSPICE 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: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**

Sic Codes: **86900**

Principal activity description: **Other human health activities**

I wish to adopt entirely bespoke model articles.

Company Director 1

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

Company Director 2

Type: **Person**
Full Forename(s): **JOHN VINCENT**
Surname: **WROE**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/09/1958** Nationality: **BRITISH**
Occupation: **CHARTERED ACCOUNTANT**

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

Company Director 3

Type: **Person**
Full Forename(s): **DR ALEXANDRA JEANNETTE ROSALIND**
Surname: **WAINWRIGHT**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/07/1959** Nationality: **BRITISH**
Occupation: **DOCTOR**

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

Company Director 4

Type: **Person**
Full Forename(s): **STEVE RICHARD**
Surname: **HAMILL**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/02/1953** Nationality: **BRITISH**
Occupation: **TRUSTEE**

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

Company Director 5

Type: **Person**
Full Forename(s): **MARTIN JOHN**
Surname: **FERGUSON**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1952** Nationality: **BRITISH**
Occupation: **DIRECTOR OF POLICY AND RESEARC**

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

Company Director 6

Type: **Person**
Full Forename(s): **ALAN PHILIP**
Surname: **GRAHAM**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1947** Nationality: **BRITISH**
Occupation: **TRUSTEE**

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

Company Director 7

Type: **Person**
Full Forename(s): **GARRY**
Surname: **DAVIS**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/08/1971** 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): **SEEMA**
Surname: **HILL**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/07/1973** Nationality: **BRITISH**
Occupation: **BUSINESS CONSULTANT**

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

Company Director 9

Type: **Person**
Full Forename(s): **RICHARD**
Surname: **RUSSELL-HOGG**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/08/1985** Nationality: **BRITISH**
Occupation: **FINANCE DIRECTOR**

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

Company Director 10

Type: **Person**
Full Forename(s): **ERIKA HOPE**
Surname: **MORALEZ-PEREZ**
Service Address: **PEACE HOSPITAL CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1979** Nationality: **BRITISH**
Occupation: **SOLICITOR**

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

Company Director 11

Type: **Person**
Full Forename(s): **DR JEREMY STEPHEN**
Surname: **SHINDLER**
Service Address: **PEACE HOSPICE CARE PEACE DRIVE
WATFORD
HERTS
UNITED KINGDOM WD17 3PH**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1959** Nationality: **BRITISH**
Occupation: **DOCTOR**

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to 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: **CHRISTOPHER INMAN**

Address **PEACE HOSPICE CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**

Amount Guaranteed **1**

Name: **JOHN VINCENT WROE**

Address **PEACE HOSPICE CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**

Amount Guaranteed **1**

Name: **ALEXANDRA JEANNETTE ROSALIND WAINWRIGHT**

Address **PEACE HOSPICE CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**

Amount Guaranteed **1**

Name: **STEVE RICHARD HAMILL**

Address **PEACE HOSPICE CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**

Amount Guaranteed **1**

Name: **MARTIN JOHN FERGUSON**

Address **PEACE HOSPICE CARE PEACE DRIVE
WATFORD
HERTS
WD17 3PH**

Amount Guaranteed **1**

<i>Name:</i>	ALAN PHILIP GRAHAM
<i>Address</i>	PEACE HOSPICE CARE PEACE DRIVE WATFORD HERTS WD17 3PH
<i>Amount Guaranteed</i>	1
<i>Name:</i>	GARRY DAVIS
<i>Address</i>	PEACE HOSPICE CARE PEACE DRIVE WATFORD HERTS WD17 3PH
<i>Amount Guaranteed</i>	1
<i>Name:</i>	SEEMA HILL
<i>Address</i>	PEACE HOSPICE CARE PEACE DRIVE WATFORD HERTS WD17 3PH
<i>Amount Guaranteed</i>	1
<i>Name:</i>	RICHARD RUSSELL-HOGG
<i>Address</i>	PEACE HOSPICE CARE PEACE DRIVE WATFORD HERTS WD17 3PH
<i>Amount Guaranteed</i>	1
<i>Name:</i>	ERIKA HOPE MORALEZ-PEREZ
<i>Address</i>	PEACE HOSPICE CARE PEACE DRIVE WATFORD HERTS WD17 3PH
<i>Amount Guaranteed</i>	1
<i>Name:</i>	JEREMY STEPHEN SHINDLER
<i>Address</i>	PEACE HOSPICE CARE PEACE DRIVE WATFORD HERTS WD17 3PH
<i>Amount Guaranteed</i>	1

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **SHERRARDS SOLICITORS LLP**

Agent's Address: **1-3 PEMBERTON ROW
LONDON
EC4A 3BG**

Authorisation

Authoriser Designation: **agent** *Authenticated* **YES**

COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM & ARTICLES OF ASSOCIATION

OF

RENNIE GROVE PEACE HOSPICE CARE

Company number: [_____]

Sherrards

1-3 Pemberton Row
London
EC4A 3BG

Tel: 020 7478 9010

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
Memorandum of Association
of
RENNIE GROVE PEACE HOSPICE 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

Christopher Inman OBE

John Vincent Wroe

Dr Alexandra Wainwright

Steve Hamill

Martin John Ferguson

Alan Philip Graham, MBE

Garry Davis

Seema Hill

Richard Russell-Hogg

Erika Hope Morales-Perez

Dr Jeremy Stephen Shindler

Dated: 15 July 2022

**THE COMPANIES ACT
2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**Articles of Association
of
RENNIE GROVE PEACE HOSPICE CARE**

1. NAME

The Charity's name is "**Rennie Grove Peace Hospice Care**" (and in this document it is called "the Charity").

2. REGISTERED OFFICE

The Charity's registered office is to be situated in England.

3. INTERPRETATION

In these Articles:

the Act	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
Articles	means these Articles of Association of the Charity;
Board	means the board of Trustees of the Charity;
clear days	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
executed	includes any mode of execution;

Member	means a member of the Charity for the purposes of and as defined by the Act and their membership of the Charity;
Memorandum	means the Memorandum of Association of the Charity;
month	means a calendar month;
Office	means the registered office of the Charity;
these presents	means the Articles and the regulations of the Charity from time to time;
the seal	means the common seal of the Charity if it has one;
Secretary	means the company secretary of the Charity (if one has been appointed) or any other person appointed to perform the duties of the company secretary of the Charity;
Trustee	means a member of the Board;
the United Kingdom	means Great Britain and Northern Ireland;

Words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders and words importing persons shall include corporations.

Subject to the preceding provisions of these Articles and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Charity) shall bear the same meaning in the Articles.

4. OBJECTS

- 4.1. The objects for which the Charity is established (the "**Objects**") are to promote the relief of sickness in such ways as the Charity shall from time to time think fit, and in particular (but without prejudice to the generality of the foregoing):

- 4.1.1. To establish, maintain and conduct residential home(s) and or day care centre(s) in the United Kingdom for the reception and care of persons of either sex (without regard to race, religion or creed) who are suffering (at any age) from chronic or terminal illness or from any disability or disease whether attributable to old age or otherwise, and to provide medical or other treatment and attention for such persons as aforesaid in their own homes either free of charge or subject to such payment as the Charity may think fit;
- 4.1.2. To conduct, publish, promote or encourage research into the care and treatment of persons suffering from any such illness, disability, disease or infirmity as aforesaid, and particularly (but without prejudice to the generality of the foregoing) into the care and treatment of persons suffering from cancer or terminal illness, and to publish the results thereof to the public;
- 4.1.3. To promote, encourage or assist in the teaching or training of doctors, nurses, physiotherapists and other persons engaged in any branch of medicine, surgery, nursing or allied services, and in the teaching or training of students in any branch of medicine, surgery, nursing or allied services;
- 4.1.4. To encourage and promote the education and awareness of the public in the United Kingdom concerning the care and treatment of persons suffering from any such illness, disability, disease or infirmity as aforesaid, and particularly (but without prejudice to the generality of the foregoing) into the care and treatment of persons suffering from cancer or terminal illness, and to provide information services for those patients and their carers, families and friends in connection with their care and treatment;
- 4.1.5. To provide, assist or encourage the provision of spiritual help, guidance and support for any such patients and their carers, families and/or friends, and persons working in any such day centre(s), home or homes as aforesaid and to include the provision of a place of worship.

5. POWERS

In furtherance of the Objects set out above but not otherwise the Charity shall have the following powers:-

- 5.1. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Charity may think necessary or convenient for the promotion of the Objects, and to construct, repair, renovate, equip, decorate, maintain

and alter any buildings or erections necessary or convenient for use as such home or homes as aforesaid or for any use in connection with the establishment or conduct of any such home or homes (including use as a church, chapel or place of worship for the use of any person or persons resident or working in any such home or homes) or otherwise for the work of the Charity;

- 5.2. To establish and conduct clinics, out-patients' departments, surgeries, dispensaries and convalescent homes;
- 5.3. To engage and pay such doctors, surgeons, nursing or domestic staff, lecturers, chaplains, physiotherapists, occupational therapists, radiologists, dieticians, dentists, chiropodists, pharmacists, social workers and others whom the Charity may think fit for the promotion of its Objects;
- 5.4. To make such regulations as to the admission of persons to any home, clinic, day care centre or out-patients' department established by or conducted under the directions of the Charity as aforesaid, and as to the residence of any persons in any such home or at their own homes as aforesaid as the Charity may think fit, and so that such regulations may provide, either generally or in any particular case or cases for such admission or residence to be either free of charge or subject to such payment as the Charity may think fit;
- 5.5. To provide such medical supplies, equipment and apparatus, drugs, amenities, comforts and other things conducive to the material or spiritual welfare of any persons resident or working in or attending any such home, clinic or out-patients' department as aforesaid or any persons being treated or attended in their own homes as the Charity may think fit;
- 5.6. To establish and conduct schools, training colleges and other places of learning and laboratories and other research establishments;
- 5.7. To arrange lectures and conduct training courses and to publish pamphlets, books, journals and other publications relating to the work of the Charity;
- 5.8. To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees of the Charity and their spouses or civil partners and other dependants;
- 5.9. Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or

assets of the Charity as may be thought expedient with a view to the promotion of its Object;

- 5.10. To undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and which shall further the Objects;
- 5.11. Subject to such consents as may be required by law to borrow or raise money for the purposes of the Charity on such terms and on such security as may be thought fit;
- 5.12. To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe to guarantee money for charitable purposes in any way connected with or calculated to further the Objects;
- 5.13. To co-operate with and support other organisations, whether situated in the United Kingdom or overseas, to fulfil the Objects;
- 5.14. To accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions: Provided that in relation to any contributions subject to any special trust or conditions the Charity shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;
- 5.15. To make grants, donations and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Charity as security for the performance of contracts entered into by any person, association, company local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the Objects of the Charity;
- 5.16. To raise funds for the Charity by personal or written appeals (whether periodical or occasional), public collections or otherwise as may from time to time be deemed expedient;
- 5.17. To carry out trade insofar as (a) the trade is exercised in the course of carrying out the Objects of the Charity or (b) the trade is temporary and ancillary to the carrying out of the Objects or (c) those profits of any trade exercised by the Charity which do not fall within either (a) or (b) above are not liable to tax;

- 5.18. To operate bank accounts in the name of the Charity and to draw make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- 5.19. To invest any moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 5.20. To make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- 5.21. To delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers (the "Managers") the exercise of all or any of its powers of investment provided always that:-
 - 5.21.1. the Managers shall be authorised to carry on regulated activities under the Financial Services and Markets Act 2000;
 - 5.21.2. the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Charity;
 - 5.21.3. the Managers shall be under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Charity within 30 days and to report regularly on the performance of investments managed by them;
 - 5.21.4. the Charity shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - 5.21.5. the Charity shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Charity to undertake such reviews within the period of 12 months shall not invalidate the delegation;
 - 5.21.6. the Charity shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the

remedy of any breaches of those terms; but otherwise shall not be liable for any acts and defaults of the Managers;

- 5.22. To permit any investments belonging to the Charity to be held in the name of any bank or company as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;
- 5.23. To insure the Charity or any of its land and buildings against any foreseeable risk or loss;
- 5.24. To pay out of the funds of the Charity the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Charity;
- 5.25. To amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to those of the Charity;
- 5.26. Either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Charity;
- 5.27. To the extent permitted by charity law, to campaign or to support campaigns on any matter relevant to the Objects;
- 5.28. To pay out of the funds of the Charity the costs, charges and expenses of an incidental to the formation and registration of the Charity;
- 5.29. To do such other things to further the attainment of the aforesaid Objects as the Trustees may from time to time determine.

6. LIMITED LIABILITY

The liability of the Members is limited.

7. GUARANTEE

Every Member undertakes to contribute such amount as may be required (not exceeding £1 (one Pound Sterling)) to the Charity's assets if it should be wound up while he is a Member or within one year afterwards, for payment of the Charity's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. MEMBERSHIP

- 8.1. The Charity shall maintain a register of Members.
- 8.2. The first Members shall be the subscribers to the Memorandum who shall be the first Trustees of the Charity. Thereafter the Trustees shall be the sole Members of the Charity.
- 8.3. Membership of the Charity shall consist of only one class and all Members shall be ordinary members.
- 8.4. Every Trustee shall be a Member and shall be required to sign a written consent to become a Member.
- 8.5. Membership shall not be transferable, and a Member shall cease to be a Member:
 - 8.5.1. on death; or
 - 8.5.2. if by notice in writing to the Secretary the Member resigns as a Member. The Member is deemed to have resigned when the letter of resignation is received at the Office; or
 - 8.5.3. if the Member ceases to be a Trustee for any reason; or
 - 8.5.4. if by resolution of the Board passed by a majority of not less than 75% of the Trustees present and voting at the meeting of the Board convened for the purpose a resolution to terminate a Member's membership of the Charity is passed. Such resolution shall not be passed unless the Member has been given not less than 14 days' notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution.

9. SUBSCRIPTION

- 9.1. The Members shall not be required to pay a subscription.

10. BENEFIT TO MEMBERS AND THE BOARD

10.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to a Member of the Charity and no member of the Board shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or monies worth from the Charity provided that:-

10.1.1. The Members may enter into contracts with the Charity and receive reasonable payment for goods or services supplied to the Charity;

10.1.2. The Members may be paid interest at a reasonable rate on money lent to the Charity;

10.1.3. The Members may be paid a reasonable rent or hiring fee for property lent or hired to the Charity;

10.1.4. The Members who are beneficiaries may receive charitable benefits in that capacity;

10.2. A member of the Board may not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:-

10.2.1. As mentioned in clauses 10.1.1 to 10.1.3;

10.2.2. For the reasonable charges for work undertaken by any Trustee who possesses specialist skills or knowledge required by the Charity for its proper administration, or by his firm, when instructed by the Charity to act on its behalf in relation to work of that nature, in which case such fees shall be identified in the notes to the accounts of the Charity: Provided that at no time shall a majority of the Trustees benefit under this provision and provided further that a Trustee shall withdraw from any meeting whilst his instruction or remuneration, or that of his firm, is under discussion;

10.2.3. Reimbursement of reasonable out of pocket expenses incurred in the proper performance of their duties;

10.2.4. An indemnity in respect of any liabilities properly incurred in running the Charity (including the cost of a successful defence to criminal proceedings);

10.2.5. Payment to any company for goods or services supplied to the Charity in which a member of the Board has no more than a 1% shareholding;

10.2.6. for reasonable and proper premiums in respect of Trustee Indemnity Insurance, effected in accordance with clause 5.24 above.

10.3. Whenever a member of the Board or any committee of the Board has a personal interest in a matter to be discussed at a meeting, such member of the Board or committee concerned must:-

10.3.1. Declare their interest in writing at or before the discussion begins on the matter;

10.3.2. Withdraw from the meeting during consideration of that item unless expressly invited to remain in order to provide information;

10.3.3. Not be counted in the quorum for that part of the meeting;

10.3.4. Withdraw during the vote and have no vote on the matter.

11. GENERAL MEETINGS

11.1. The first general meeting of the Charity shall be held at such time not being more than 18 months after the incorporation of the Charity and at such place as the Board may determine.

11.2. Subject to Article 11.1, the Charity shall in each year hold a general meeting referred to as the Annual General Meeting in addition to any other meetings in that Year, and shall specify the meeting as such in the notice 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. Annual General Meetings shall be held at such times and places as the Board shall determine.

11.3. All General Meetings other than Annual General Meetings shall be called General Meetings. The Board may call General Meetings and, on the requisition of the Members in accordance with the provisions of the Act, convene a General Meeting for a date not later than 21 days after the deposit of a written request from two or more Members.

11.4. If there are not within the United Kingdom sufficient Members to convene a General Meeting, any Member may convene a General Meeting.

12. NOTICE OF GENERAL MEETINGS

- 12.1. An Annual General Meeting and all other General Meetings shall be called by at least 14 clear days' notice (unless otherwise required by law) save that a General Meeting may be called by shorter notice if it is so agreed:
- 12.1.1. in the case of an Annual General Meeting, by all the Members entitled to attend and vote at such meeting; and
- 12.1.2. in the case of any other meeting by a majority in number of Members having a right to attend and vote at such a meeting, being a majority together holding not less than 90 percent (90%) of the total voting rights at that meeting of all the Members.
- 12.2. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all Trustees/Members and auditors of the Charity (if any).

13. PROCEEDINGS AT GENERAL MEETINGS

- 13.1. No business shall be transacted at any General Meeting unless a quorum is present. Four Members entitled to vote upon the business to be transacted shall constitute a quorum. If the total number of Members entitled to vote is less than the quorum required, the Members shall not take any decision other than to appoint further members or call a General Meeting to enable additional members to be further appointed.
- 13.2. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
- 13.3. The Chair of the Board or in his absence the Vice Chair or if he is also not available then some other Trustee nominated by the Board shall preside as Chair of the meeting, but if neither the Chair, the Vice Chair nor such nominated Trustee (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the other Trustees present shall elect one of their number to be Chair.
- 13.4. The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.
- 13.5. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the

general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 13.6. A resolution put to the vote of 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 duly demanded. Subject to the provisions of the Act, a poll may be demanded:

13.6.1. by the Chair of the meeting; or

13.6.2. by at least two Members present in person or by proxy.

- 13.7. Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 13.8. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. 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.

- 13.9. 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.

- 13.10. A poll demanded by the Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs. The demand for a poll shall not prevent continuance of a 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 results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 13.11. Subject to the provisions of the Act a resolution in writing signed by the Members for the time being entitled to receive notice of and to attend and vote at any General Meetings shall be as valid and effective as if the same had been passed at a meeting of the Charity convened and held.

14. VOTES OF MEMBERS

- 14.1. Every Member shall have one vote.
- 14.2. No Member shall debate or vote on any matter in which he is personally interested without the permission of the majority of the persons present and voting.
- 14.3. Any Member of the Charity entitled to attend and vote at any meeting of the Charity shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote (by show of hands or poll) instead of him.
- 14.4. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve:

RENNIE GROVE PEACE HOSPICE CARE

I [Member's name and address] being a Member of the above-named company hereby appoint

[name and address of proxy holder] or failing him,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the [Annual/Adjourned] General Meeting of the Charity to be held on the Day of and any adjournment thereof.

Signed [name] this day of

- 14.5. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
- 14.6. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 14.7. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in

due time shall be referred to the Chair whose decision shall be final and conclusive.

15. THE BOARD

- 15.1. The Board shall comprise of not less than 10 nor more than 16 Trustees (unless otherwise determined by Ordinary Resolution) who shall be the directors of the Charity for the purposes of the Act.
- 15.2. The first Trustees shall be the subscribers to the Memorandum who prior to or upon the Charity becoming a registered Charity shall retire and be replaced with Trustees appointed by the Board.
- 15.3. Appointments to the Board are made by the Board, on the recommendation of the Governance Committee.
- 15.4. Every Trustee shall sign a written consent to become a Trustee and shall make disclosures for the purpose of all safeguarding checks and registrations that may be required by law for trustees, from time to time.
- 15.5. No person shall take office as a Trustee:
 - 15.5.1. unless he or she is a natural person, and not a body corporate;
 - 15.5.2. unless he or she is aged 18 or over; or
 - 15.5.3. if he or she is employed by the Charity.
- 15.6. A Trustee may not appoint an alternate director or anyone to act on his behalf at meetings of the Trustees.

16. POWERS AND DUTIES OF THE BOARD

- 16.1. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Charity shall be managed by the Board who may exercise all the powers of the Charity and do on behalf of the Charity all such acts as may be exercised and done by the Charity and are not by statute or by these presents required to be exercised by the Charity in General Meeting. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.

- 16.2. The Board shall set the strategic direction of the Charity.
- 16.3. Through its committees and executive the Board shall monitor key performance indicators in these areas and set objectives, delivery plans and targets for the achievement it seeks.
- 16.4. The Board 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 may determine.
- 16.5. The Board shall have the power from time to time to make such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Charity and the affairs thereof; as to the duties of any officers or servants of the Charity; as to the conduct of the business of the Charity by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles.
- 16.6. The Board and the Charity in General Meeting shall have the power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

17. APPOINTMENT AND RETIREMENT OF TRUSTEES

- 17.1. Trustees shall be appointed by the Board, and shall (subject to Article 17.4) be eligible for re-appointment at the expiry of their term of office.
- 17.2. No person shall be appointed or reappointed a Trustee in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 18;
- 17.3. Trustees shall serve in office for a term of three years and thereafter may be reappointed in accordance with Article 17.1 subject to Article 17.4.
- 17.4. No Trustee may serve for more than three terms save with the approvals of the Members given at a General Meeting.

18. DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 18.1. A Trustee shall cease to hold office if he:
 - 18.1.1. ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the

Charities Act 1993 (or any statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee;

18.1.2. is considered by the remaining members of the Board to have become incapable by reason of mental disorder, illness or injury of managing and administering his own affairs for such extent and for such period as shall render him incapable of properly attending to his duties as a Trustee;

18.1.3. resigns his office by notice to the Charity (but only if at least the minimum number of Trustees permitted under Article 15.1 will remain in office when the notice of resignation is to take effect);

18.1.4. is absent without the permission of the Board from three consecutive Board meetings and the Board resolve that his office be vacated.

18.2. In addition and without prejudice to the provisions of Section 168 and 169 of the Companies Act 2006, the Charity may by Special Resolution remove any Trustee before the expiration of his period of office and may by an Ordinary Resolution appoint another person in his stead but any person to be appointed shall retain his office so long only as the Trustee in whose place he is appointed would have held the same if he had not been removed.

19. PROCEEDINGS OF THE BOARD

19.1. Subject to the provisions of the Articles, the Board shall meet together not less than 4 times per year for the despatch of business, and may adjourn and otherwise regulate their proceedings as they think fit. Any Trustee may, and the Secretary at the request of the Chair, shall call a meeting of the Board. 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 Chair shall have a second or casting vote.

19.2. Unless otherwise agreed, notice of each Board meeting confirming the venue, time and date, together with an agenda of items to be discussed, shall be sent to each member of the Board by the Secretary, and any other persons required to attend, no later than five working days before the date of the meeting. Supporting papers shall be sent to Board members and to other attendees as appropriate, at the same time.

19.3. The quorum for the transaction of the business of the Board may be fixed by the Board but in the absence of any such resolution a quorum shall be constituted when there are at least 4 Trustees present.

- 19.4. Only Trustees have the right to attend Board meetings. However, other individuals such as the Chief Executive and any other persons may be invited by the Board to attend for all or part of any meeting, as and when appropriate and necessary.
- 19.5. The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of requesting the Member to fill any vacancies.
- 19.6. The Trustees shall from time to time nominate a Chair of the Board and may at any time remove him from that office. Notice of such nomination shall be given to the Secretary. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of the Board at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed the meeting, the Trustees present may appoint one of their number to be Chair of the meeting.
- 19.7. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee including the standing committees detailed in Article 23 provided that:-
- 19.7.1. the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- 19.7.2. the composition of any such committee shall be entirely at the discretion of the Board and may comprise such of their number (if any) as the resolution may specify;
- 19.7.3. the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary;
- 19.7.4. all delegations under this Article shall be revocable at any time;
- 19.7.5. the Board may make such regulations and impose such terms of conditions and give such mandates to any such committee as it may from time to time think fit;
- 19.8. All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of

any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.

- 19.9. A resolution in writing, signed by all the Trustees for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held.
- 19.10. Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone, internet or similar electronic communication medium so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

20. CONFLICTS OF INTEREST AND DUTIES

- 20.1. Unless Article 20.2 applies, a Trustee must declare the nature and extent of:
 - 20.1.1. any direct or indirect interest which he has in a proposed transaction or arrangement with the Charity; and
 - 20.1.2. any duty or any direct or indirect interest which he has which conflicts or may conflict with the interests of the Charity or his duties to the Charity.
- 20.2. There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.
- 20.3. 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 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.
- 20.4. 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:

20.4.1. the decision could result in the Trustee or any person who is connected with him or her receiving a benefit other than:

20.4.1.1. reimbursement of expenses in accordance with Article 10.2.3;

20.4.1.2. any benefit received in his or her capacity as a beneficiary of the Charity (as permitted under Article 10.1.4) and which is available generally to the beneficiaries of the Charity;

20.4.1.3. the payment of premiums in respect of indemnity insurance effected in accordance with Article 32; and

20.4.1.4. payment under the indemnity set out at Article 31;

20.4.2. 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 20.5.

20.5. If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he must:

20.5.1. 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;

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

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

20.6. Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his obligations under these Articles in respect of that conflict:

20.6.1. the Trustee shall not be in breach of his 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; and

20.6.2. the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or any person connected with him derives from any matter or from any office, employment or position.

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

- 20.8. 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.

21. OFFICERS

- 21.1. Subject to the provisions of the Act and to Article 18, the Board shall in addition to the Chair appoint a Vice Chair, Treasurer and Secretary.
- 21.2. Any appointment of a Trustee to an office shall terminate if he ceases to be a Trustee.

22. MINUTES

- 22.1. The Secretary shall keep minutes in books kept for the purpose:-
- 22.1.1. of all appointments of officers made by the Board; and
- 22.1.2. of all proceedings at meetings of the Charity and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting.
- 22.2. Draft minutes of Board meetings shall be circulated promptly to all members of the Board by the Secretary.

23. STANDING COMMITTEES

- 23.1. In addition to any other ad hoc committees that the Board may establish from time to time the Board may establish standing committees whose membership, purpose, and functioning shall be determined by the Board.

24. HONORARY OFFICERS

- 24.1. The Board may from time to time appoint such persons as Presidents, Patrons and Vice-Patrons to the Charity (and remove any such honorary officers) as they shall think fit.
- 24.2. The roles of President, Patron or Vice-Patron shall be honorary and they shall not have any special rights or powers and are not Members or Trustees of the Charity.
- 24.3. No remuneration (except by way of repayment of out-of-pocket expenses, if any) shall be paid to any such honorary officer. Save as aforesaid every such

honorary appointment shall be on such terms and for such duration as the Board shall think fit.

25. THE SEAL

- 25.1. The Charity shall not be required to have a seal however if the Board determine to have a seal then the seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. 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 or by a second Trustee.

26. BANK ACCOUNTS

- 26.1. Any bank account in which any part of the assets of the Charity is deposited shall indicate the name of the Charity. The Trustees shall from time to time establish authorisation and payment limits for signatories authorised to sign cheques or approve orders for payment from the Charity's bank accounts for use by duly authorised staff for the payment of operational expenses.

27. ACCOUNTING RECORDS

- 27.1. The Board must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

27.1.1. annual reports;

27.1.2. annual returns; and

27.1.3. annual statements of account.

- 27.2. Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

- 27.3. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee, or to the Member within 14 days of a written request.

- 27.4. The Board shall lay before the Annual General Meeting of the Charity in each year an income and expenditure account for the period since the last preceding account (or in the case of the first account since incorporation of the Charity) together with a balance sheet made up as at the same date. Such accounts and balance sheets shall be accompanied by a report of the Board as to the

state of affairs of the Charity and shall otherwise comply with the provisions of the Act.

28. AUDIT

- 28.1. The Charity may appoint auditors if determined by the Trustees and shall do so if required in accordance with the requirements of the Act and the Charities Act 1993 (as amended).

29. ANNUAL REPORT AND ANNUAL RETURN

- 29.1. The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and an annual return and their transmission to the Commissioners.

30. NOTICES

- 30.1. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
- 30.2. 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 his registered address or by leaving it at that address. A Member whose recorded address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
- 30.3. If notice is sent electronically then if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and if notice is sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 30.4. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given 48 hours after the envelope containing it was posted.
- 30.5. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

31. INDEMNITY

- 31.1. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
- 31.2. The Board shall have power to resolve, pursuant to Article 32.1, to effect Indemnity Insurance notwithstanding their interest in such policy.

32. INSURANCE

- 32.1. The members of the Board may decide to purchase and maintain insurance, at the expense of the Charity, for the benefit of any relevant officer in respect of any relevant loss.
- 32.2. In this Article 32:-
- 32.2.1. a "relevant officer" means any director or other officer of the Charity;
- 32.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to Charity.

33. WINDING UP

- 33.1. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Charity and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Article 10 above, chosen by the Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

34. MODEL ARTICLES

- 34.1. The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.