

The Companies Acts 1985 to 2006  
Company Limited by Guarantee  
Not having a share Capital  
Company Number: 3819888

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MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION

THE ANNA FREUD CENTRE

incorporated 5<sup>th</sup> day of August 1999

COMPANIES ACTS 1985 to 2006  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION  
of  
THE ANNA FREUD CENTRE

We wish to be formed into a company under this Memorandum of Association

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Signatures, Names and Addresses of Subscribers

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Elisabeth Sacher  
16 Clifton Villas  
London W9 2PH

John Clive Lloyd Emanuel  
40 Freemans Close  
Stoke Pages  
Slough SL2 4ER

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Dated 27 July 1999  
Witness to the above signature

Rosalind Bidmead  
10 Woodstock Road  
London NW11

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Dated 27 July 1999  
Witness to the above signature

Rosalind Bidmead  
10 Woodstock Road  
London NW11

## COMPANIES ACTS 1985 to 2006

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

#### ARTICLES OF ASSOCIATION OF THE ANNA FREUD CENTRE

##### 1. NAME

The name of the Company is The Anna Freud Centre (“the Charity”)

##### 2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

##### 3. OBJECTS

The objects of the Charity are

##### 3.1 The promotion for the public benefit of the relief of mental illness or disorder and the protection and preservation of mental and emotional healthy by the means of

3.1.1 The practice of and research into psychoanalytic and other appropriate methods of therapy for children and adults, and

3.1.2 training child and adolescent psychotherapists and psychoanalysts,

##### 3.2 the advancement of education for the public benefit, in particular but without prejudice to the generality, by:

3.2.1 providing training and education programmes in the field of mental health,

3.2.2 carrying out research in the field of mental health, and

3.2.3 by establishing, maintaining and supporting educational institutions including free schools and academies.

(“the Objects”).

##### 4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects

4.1 to establish and maintain a clinic,

4.2 to establish and maintain training courses,

4.3 to promote or carry out research,

4.4 to provide advice,

- 4.5 to publish or distribute information,
- 4.6 to co-operate with other bodies,
- 4.7 to support, administer or set up other charities,
- 4.8 to raise funds (but not by means of taxable trading),
- 4.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 4.10 to acquire or hire property of any kind,
- 4.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 4.12 to make grants or loans of money and to give guarantees,
- 4.13 to set aside funds for special purposes or as reserves against future expenditure,
- 4.14 to deposit or invest funds in any manner after careful and prudent consideration (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification),
- 4.15 to delegate the management of investments to a financial expert, but only on terms that:
  - 4.15.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.15.2 the performance of the investments is reviewed regularly with the Trustees
  - 4.15.3 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.15.4 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.15.5 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
  - 4.15.6 the financial expert must not do anything outside the powers of the trustees
- 4.16 to arrange for investments or other property of the Charity to be held in the name of a nominee (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 acting under their instructions and to pay any reasonable fee required,
- 4.17 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4.18 subject to Article 4.26, to employ paid or unpaid agents, staff or advisers,
- 4.19 to enter into contracts to provide services to or on behalf of other bodies,

- 4.20 to establish subsidiary companies to assist or act as agents for the Charity,
- 4.21 to pay the costs of forming the Charity,
- 4.22 to do anything else within the law which promotes or helps to promote the Objects,
- 4.23 to 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,
- 4.24 to 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),
- 4.25 to incorporate and acquire subsidiary companies to carry on any trade, and
- 4.26 to amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body

## 5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
  - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2.1 as mentioned in clauses 5.1.2, 5.1.3 or 5.2.4
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5.2.3 payment to any company in which a Trustee has no more than a 1 per cent shareholding
  - 5.2.4 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if

5.3.1 the goods or services are actually required by the Charity

5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4

5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

5.4.1 declare an interest at or before discussion begins on the matter

5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5.4.3 not be counted in the quorum for that part of the meeting

5.4.4 withdraw during the vote and have no vote on the matter

5.5 This clause may not be amended without the prior written consent of the Commission

## 6. LIMITED LIABILITY

The liability of the members is limited

## 7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

## 8. DISSOLUTION

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

## 9. MEMBERSHIP

- 9.1 The number of members with which the company proposes to be registered is unlimited
- 9.2 The Charity must maintain a register of members
- 9.3 The Trustees of the Charity from time to time shall be its only members. All new and continuing Trustees shall be treated as having agreed to become a member of the Charity.
- 9.4 Other than the Charity's initial subscribers, a Trustee shall become a member of the Charity on the date they are entered into the Charity's register of members, which may be no earlier than the date on which they become a trustee.
- 9.5 Membership is terminated if the member concerned
  - 9.5.1 gives written notice of resignation to the Charity
  - 9.5.2 dies
  - 9.5.3 is removed from membership by resolution of the Trustees 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 days after receiving notice)
  - 9.5.4 ceases to be a Trustee of the Charity
- 9.6 Membership of the Charity is not transferable

## 10. GENERAL MEETINGS

- 10.1 Members are entitled to attend general meetings. General meetings are called on at least 14 clear days' notice specifying the business to be discussed
- 10.2 There is a quorum at a general meeting if the number of members present or present by proxy is at least three or ten percent of the members if greater
- 10.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 10.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 10.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person has one vote on each issue
- 10.6 Members may also make decisions by written resolution in accordance with the Act
- 10.7 A general meeting may be called in accordance with the Act

## 11. THE TRUSTEES

11.1 The Trustees as charity trustees have control of the Charity and its property and funds

11.2 The Trustees when complete consist of at least three and not more than fourteen individuals, all of whom must be members

11.3 The first Trustees of the Charity are

11.3.1 Elisabeth Jane Sacher

11.3.2 John Clive Lloyd Emanuel

11.3.3 Anne-Marie Marthe Sandler

11.4 Trustees shall be appointed for a term of four years by decision of the Trustees, but shall be eligible for reappointment by decision of the Trustees

11.5 A Trustee's term of office automatically terminates if he or she:

11.5.1 is disqualified under the Charities Act 2011 from acting as a charity trustee

11.5.2 is incapable, whether mentally or physically, of managing his or her own affairs

11.5.3 ceases to be a member of the Charity

11.5.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)

11.5.5 is removed by resolution passed by a majority of the other Trustees after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

11.6 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 12. PROCEEDINGS OF TRUSTEES

12.1 The Trustees must hold at least two meetings each year

12.2 A quorum at a meeting of the Trustees is three Trustees

12.3 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants

12.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

12.5 Every issue may be determined either by: (a) a simple majority of the votes cast at a meeting or (b) a simple majority of the total number of Trustees of the charity indicating to each other by any means (including without limitation by Electronic



Means, such as by email or telephone), that they share a common view on a matter. In the case of (b), 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 agreed in writing. A decision made in accordance with Article 12.5(b) shall be as valid and effectual as if it had been passed at a meeting duly convened and held and the date of such a decision shall be the date on which the last response constituting a simple majority of votes in favour of the decision is received. The Trustees must cause a minute of any decisions under this Article 12 to be made

- 12.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 12.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

### 13. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 13.1 to appoint and remove an individual or organisation to act as Secretary of the Charity in accordance with the Act
- 13.2 to appoint a Chairman, Treasurer and other honorary officers from among their number
- 13.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 13.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 13.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 13.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 13.7 to establish procedures to assist the resolution of disputes within the Charity
- 13.8 to exercise any powers of the Charity which are not reserved to the members

### 14. RECORDS & ACCOUNTS

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

- 14.1.1 annual reports

- 14.1.2 annual returns

- 14.1.3 annual statements of account
- 14.2 The Trustees must keep proper records of
  - 14.2.1 all proceedings at general meetings
  - 14.2.2 all proceedings at meetings of the Trustees
  - 14.2.3 all reports of committees and
  - 14.2.4 all professional advice obtained
- 14.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 14.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months
- 15. NOTICES
  - 15.1 Notices under these Articles may be sent by hand, or by post or by suitable Electronic Means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any newsletter distributed by the Charity
  - 15.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
    - 15.2.1 24 hours after being sent by Electronic Means or delivered by hand to the relevant address
    - 15.2.2 two clear days after being sent by first class post to that address
    - 15.2.3 three clear days after being sent by second class or overseas post to that address
    - 15.2.4 on the date of publication of a newspaper containing the notice
    - 15.2.5 on being handed to the member personally or, if earlier,
    - 15.2.6 as soon as the member acknowledges actual receipt
  - 15.3 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 16. INTERPRETATION
  - 16.1 In the Memorandum and in these Articles:
 

“The Act”	means the Companies Act 2006
“these Articles”	means these articles of association

“Chairman”	means the chairman of the Trustees
“the Charity”	means the company governed by these Articles
“charity trustee”	has the meaning prescribed by section 177 of the Charities Act 2011
“clear day”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and day for which it is given or on which it is to take effect
“the Commission”	means the Charity Commissioners for England and Wales
“Electronic Form / Electronic Means”	have the meaning given to them at Section 1168 of the Act and a reference to Electronic Means shall include Electronic Form for the purposes of that section of the Act
“financial expert”	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986
“material benefit”	means a benefit which may not be financial but has a monetary value
“member” and “membership”	refer to membership of the Charity
“Memorandum”	means the Charity’s Memorandum of Association
“month”	means calendar month
“the Objects”	means the Objects of the Charity as defined in Article 3
“Secretary”	means the Secretary of the Charity
“taxable trading”	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects
“Trustee”	means a director of the Charity and “Trustees” means all of the directors

“written” or “in writing”

the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

“year”

means calendar year

16.2 Expressions defined in the Act have the same meaning

16.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it