

FILE COPY



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

Company No. 4325622

The Registrar of Companies for England and Wales hereby certifies that

THE RETREAT YORK

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Leeds, the 20th November 2001



\*N04325622B\*

A handwritten signature in black ink, appearing to read 'L. Parry'.

MRS. L. PARRY

For The Registrar Of Companies



C O M P A N I E S H O U S E

Declaration on application for registration

12

Please complete in  
typescript or in bold  
block capitals  
CHFP047

Company Name in full

THE RETREAT YORK

I,

MARK ANDREW PETER REEVE

of

FORD & WARREN SOLICITORS

† Please delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company][~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~†] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

*Mark Reeve*

Declared at

FORD & WARREN SOLICITORS

on

Day Month Year  
20 11 2001

‡ Please print name

before me ‡

*Victoria Wang*

Signed

*Victoria Wang*

Date

20/11/01

A Commissioner for Oaths or Notary Public or Justice of the Peace of Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is a query.

FORD & WARREN SOLICITORS

WESTGATE POINT, WESTGATE, LEEDS, LS1 2AX

Tel 0113 2436601

DX number 706968

DX exchange LEEDS

Companies House Receipt date barcode

When you have completed and signed the form please send it to the Registrar of Companies at:  
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales  
or  
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland DX 235 Edinburgh



Companies House

— for the record —

Please complete in typescript,  
or in bold black capitals.

CHFP000

# 30(5)(a)

Declaration on application for registration of a company  
exempt from the requirement to use the word "limited" or  
"cyfyngedig"

Company Name in full

THE RETREAT YORK

I, MARK ANDREW PETER REEVE

of FORD & WARREN SOLICITORS

† Please delete as appropriate.

a [Solicitor engaged in the formation of the company] ~~[person named as director or secretary of the company in the statement delivered under section 10 of the Companies Act 1985]~~† do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

FORD & WARREN SOLICITORS

Day Month Year

on

20 11 2001

• Please print name.

before me •

Victoria Waring

Signed

*[Signature]*

Date

20/11/01

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

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Form revised June 1998

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for companies registered in Scotland

DX 235 Edinburgh

Please complete in  
typescript or in bold block  
capitals  
CHFP047

10

## First directors and secretary and intended situation of registered office

Notes on completion appear on final page

**Company Name in full**

THE RETREAT YORK

**Proposed Registered Office**

HESLINGTON ROAD

(PO Box number only, are not acceptable)

Post town

YORK

County/Region

NORTH YORKSHIRE

Postcode

YO10 5BN

If the memorandum is delivered by an agent for the  
subscriber(s) of the memorandum mark the box  
opposite and give the agent's name and address

X

Agent's Name

FORD & WARREN SOLICITORS

Address

WESTGATE POINT

WESTGATE

Post town

LEEDS

County/Region

WEST YORKSHIRE

Postcode

LS1 2AX

Number of continuation sheets attached

0

Please give the name, address, telephone number  
and, if available, a DX number and Exchange of  
the person Companies House should contact if  
there is a query.

FORD & WARREN SOLICITORS

WESTGATE POINT, WESTGATE, LEEDS, LS1 2AX

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for companies registered in Scotland

**DX 235 Edinburgh**

**Company Secretary** (see notes 1-5)

Company name

THE RETREAT YORK

NAME

\*Style/Title

MR

\*Honours etc.

\*Voluntary details

Forename(s)

ROBERT

Surname

BROWNLOW

Previous forename(s)

Previous surname(s)

Address

CHESTNUT HOUSE

NORTH LANE

**Usual residential address**

For a corporation, give the principal office address.

Post Town

YORK

County/Region

NORTH YORKSHIRE

Postcode

YO19 6BB

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

15.11.01

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style/Title

MR

\*Honours etc.

Forename(s)

MICHAEL

Surname

THOMPSON

Previous forename(s)

Previous surname(s)

Address

BURWOOD

RAILWAY STREET

**Usual residential address**

For a corporation, give the registered office or principal office address

Post Town

SLINGSBY

County/Region

NORTH YORKSHIRE

Postcode

YO62 4AN

Country

Date of birth

Day Month Year  
3 0 0 4 1 9 3 3

Nationality

BRITISH

Business occupation

RETIRED

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

15.11.2001

**Directors** (see notes 1-5)  
Please list directors in alphabetical order

**NAME**

**\*Style/Title**

**\*Honours etc.**

**Forename(s)**

**Surname**

**Previous forename(s)**

**Previous surname(s)**

**Address**

**Usual residential address**  
For a corporation, give the registered  
office or principal office address

**Post Town**

**County/Region**

**Country**

**Date of birth**

**Business occupation**

**Other directorships**

**Consent signature**

Day Month Year  
1 | 1 | 0 | 4 | 1 | 9 | 4 | 0

**Nationality**

BRITISH

RETIRED

Ryedale Y.M.C.A.; Scarborough & Ryedale Careers' Resource

I consent to act as director of the company named on page 1

I Lew Mattingly

**Date**

16 November 2007

**This section must be signed by**

**Either**

**an agent on behalf of**

**all subscribers**

**Signed**

**Date**

**Or the subscribers**

**Signed**

**Date**

**(i.e. those who signed**

**as members on the**

**memorandum of association).**

**Signed**

**Date**

X **Signed**

Lynne Pickard

**Date**

15.11.07.

X **Signed**

Michael A. Thompson

**Date**

15.11.07.

**Signed**

**Date**

**Signed**

**Date**

The Companies Acts 1985 to 1989

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

of

**THE RETREAT YORK**

- 1 The name of the Company is "The Retreat York" (hereinafter called "the Company").
- 2 The registered office of the Company will be situated in England.
- 3 The objects ("the Objects") for which the Company is established are:

*The relief of persons suffering from mental illness (including, but without limitation, persons who are members of the Religious Society of Friends) by the provision of a hospital, of mental health services and by undertaking related activities provided that such facilities, services and activities will be conducted in accordance with the principles of the Religious Society of Friends.*

- 4 In furtherance of the Objects but not further or otherwise the Company will have the following powers:

(A) To acquire the premises (described in the schedule to a conveyance to be executed between Friends Trusts Limited of the first part and the Company of the other part) and the undertakings and other assets of the unincorporated charitable association known as The Retreat, York ("the Hospital") and to carry on and

conduct the Hospital;

- (B) To purchase, take on lease, or in exchange, hire or otherwise acquire or hold any real or personal property, and any rights or privileges for the promotion of its Objects or any of them;
- (C) Subject as provided by Clause 5, to establish and support or aid in the establishment and support of charitable associations or institutions connected with the purposes of the Company or to further its Objects;
- (D) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company in furtherance of its Objects;
- (E) To invest the money of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject to the provisions of the Memorandum;
- (F) Subject to section 38 of the Charities Act 1993, to mortgage or charge all or any of the property of the Company for the purpose of securing, or further securing, any mortgage debt or debts now or in the future charged upon any property of the Company, with a view to the furtherance of its Objects;
- (G) Subject to section 36 of the Charities Act 1993, to sell, improve, manage, develop, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company with a view to the promotion of its Objects;
- (H) To borrow or raise money for the purpose of the Company upon such terms and upon such security as may be deemed expedient;



and

- (I) Subject to clause 5 below to employ such staff, who will not be trustees of the Company (hereinafter referred to as "the Directors"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants; and
- (J) To do all such other things as are incidental or conducive to the attainment of the Objects.

PROVIDED ALSO that in case the Company will take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company will not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.

- 5 The income and property of the Company will be applied solely towards the promotion of the Objects as set out in this Memorandum and in accordance with the Articles of Association. No portion of that income and property will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to Governors of the Company. No Director will be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company, save that the Company will not be prevented from making payment in good faith:-

- 5.1 of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf, save that at no time will a majority of the Directors benefit under this provision and that a Director will withdraw from any meeting at

which his or her appointment or remuneration, or that of his or her partner, is under discussion;

- 5.2 of reasonable and proper remuneration to any Governor, officer or servant of the Company who is not a Director for any services rendered to the Company;
  - 5.3 of interest at a rate not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Directors on money lent or reasonable and proper rent for premises demised or let by any Governor or Director of the Company;
  - 5.4 to any Director or Governor for reasonable out-of-pocket expenses; and
  - 5.5 of fees, remuneration or other benefit in money or money's worth to a company of which a Director holds not more than a 1/100th part of the issued share capital of such company.
- 6 The liability of the Governors is limited.
- 7 Every Governor undertakes to contribute to the assets of the Company, in the event of it being wound up during the time that he/she is a Governor, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he/she ceases to be a Governor, and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.
- 8 True accounts will be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the

Company. Subject to any reasonable restrictions as to the time and manner of inspecting the accounts that may be imposed in accordance with the regulations of the Company for the time being, the accounts will be open to the inspection of the Governors. Once at least in every year the accounts of the Company will be examined and the correctness of the balance sheet ascertained by the auditors.

- 9 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Governors, but will be given or transferred to The Meeting for Sufferings of the Religious Society of Friends for such charitable object or objects as the Meeting for Sufferings shall decide.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers

Name: Joyce Pickard  
Address: 18 Saville Grove, York, YO30 6NY  
Occupation: *Retired*  
Signature: *Joyce Pickard*

Dated the 15<sup>th</sup> day of NOVEMBER 2001

Witness Name: JESSICA SPENCER  
Address: FORD AND WARREN, WESTGATE POINT, WESTGATE, LEEDS LS1 2AX  
Occupation: SOLICITOR  
Signature: *Spencer*

Name: Michael Thompson  
Address: Burwood, Railway Street, Slingsby, YO62 4AN  
Occupation: *Retired*  
Signature: *Michael A. Thompson*

Dated the 15<sup>th</sup> day of NOVEMBER 2001

Witness Name: JESSICA SPENCER  
Address: FORD AND WARREN, WESTGATE POINT, WESTGATE, LEEDS LS1 2AX  
Occupation: SOLICITOR  
Signature: *Spencer*

The Companies Acts 1985 to 1989

**PRIVATE COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

of

**THE RETREAT YORK**

**Interpretation**

1 In these Articles:

1.1 the following words will have the following meanings:-

"the Act" means the Companies Act 1985;

"the Directors" means the trustees of the Company;

"Friends" means members of the Religious Society of Friends commonly called Quakers;

"Governors" means the members of the Company appointed from time to time in accordance with the Articles;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company; and

"The United Kingdom" means Great Britain and Northern Ireland

1.2 Unless the context otherwise requires, words or expressions contained in these Articles will bear the same meaning as in the Act or any statutory modification of it in force from time to time.

**Objects**

2 The Company is established for the objects and ancillary purposes expressed in its Memorandum of Association.

**Governors**

3 Only members of the Religious Society of Friends will be eligible to be appointed as Governors.

- 4 As from incorporation up to and including 31 December 2001 the number of Governors will be no less than two nor more than twenty four. As from the 1 January 2002 the number of Governors will be twenty four. The membership of the Governors from 1 January 2002 will consist of:

4.1 twelve Governors appointed by Britain Yearly Meeting of the Religious Society of Friends, through Meeting for Sufferings; and

4.2 twelve Governors appointed by the Northern General Meetings as follows:

Cumberland	1
Derbyshire, Lincolnshire & Nottinghamshire	1
Scotland	1
Westmorland	1
Durham	2
Lancashire & Cheshire	2
Yorkshire	4

- 5 The following will be the first Governors of the Company with their respective dates of retirement:

Name	Date of Retirement
<hr/>	
Joyce Pickard	31.12.2004
Michael Thompson	31.12.2002

- 5.1 From 1 January 2002 and subject to their agreement the following will be Governors of the Company with their respective dates of retirement.

Name	Date of Retirement
Carole Avison	31.12.2002
Beryl Balls	31.12.2003
Dorothy Crowther	31.12.2003
Mike Derbyshire	31.12.2004
John Eversley	31.12.2003
Gwen Gardner	31.12.2002
Kenneth Hounsorne	31.12.2002
Valerie Humby	31.12.2004
Alan Ingram	31.12.2004
Mavis Iredale	31.12.2004
Trevor Marney	31.12.2003
Roger Mattingly	31.12.2003
Pamela McDougall	31.12.2003
Mary Myers	31.12.2004
Joyce Pickard	31.12.2004
John Rack	31.12.2002
Ian Ramage	31.12.2002
Carolyn Sansom	31.12.2003
Doreen Stein	31.12.2002
Gwenan Sykes	31.12.2003
Michael Thompson	31.12.2002
Margaret Waterworth	31.12.2004
John Wattis	31.12.2002
Colin Wicks	31.12.2004

- 6 In order to preserve continuity and at the same time to make provision for new Governors to be appointed from time to time the Governors referred to in 4.1 and 4.2 above will be appointed for a period of three years and will be eligible for re-appointment for a further three years. No Governor who has served for a continuous period of six years (other than the

Chairman) will be eligible for re-appointment until at least one year has elapsed.

- 7 After 1 January 2002 the Governors will appoint three of their number to serve on the Nominations Committee.
- 8 The Governors may act notwithstanding any vacancy in their body. Any casual vacancy occurring from time to time among appointed Governors may be filled by the body responsible for the original appointment pursuant to Article 4.1 or 4.2 save that the person so appointed or elected will hold office during such time only as the Governor in whose place he/she is appointed or elected would have held office if no vacancy had occurred.
- 9 Appointment as a Governor of the Company will cease automatically if:-
  - 9.1 the Governor becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
  - 9.2 the Governor becomes a patient under the Mental Health Act 1983;
  - 9.3 the Governor resigns his/her position as Governor by notice in writing to the Company;
  - 9.4 a resolution to remove the Governor is passed for good and sufficient reason at a general meeting of the Company; or
  - 9.5 the body responsible for appointing the Governor notifies the Company of its intention to remove the Governor and appoint an alternative Governor in his/her place.

### **General Meetings of the Company**

- 10 The Company will in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and will specify the meeting as such in the notices calling it. Not more than fifteen months will elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting of the



Company will be held at such time and place as the Directors will appoint.

- 11 All general meetings other than Annual General Meetings of the Company will be called Extraordinary General Meetings of the Company. The Directors may, whenever they think fit, convene an Extraordinary General Meeting of the Company, and Extraordinary General Meetings of the Company will also be convened on the requisition of, or, in default, may be convened, by the Governors in accordance with Section 368 of the Act.

#### **Notice of General Meetings of the Company**

- 12 An Annual General Meeting of the Company and a general meeting of the Company called for the passing of a special resolution will be called by at least twenty eight days' notice in writing. The notice shall be given to all Governors and to the Directors and auditors. A meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution will be called by at least fourteen days' notice in writing. The notice will be exclusive of the day on which it is served, or deemed to be served in accordance with Article 57 and of the day for which it is given, and will specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business.
- 13 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice will not invalidate the proceedings at that meeting.

#### **Proceedings at General Meetings**

- 14 All business will be deemed special that is transacted at an Extraordinary General Meeting of the Company, and also all that is transacted at an Annual General Meeting of the Company, with the exception of:-
  - ♦ the consideration of the accounts, balance sheets and the reports of the Directors and auditors; and

- ♦ the ratification of appointment of Directors in the place of those retiring.
- 15 No business will be transacted at any general meeting of the Company unless a quorum of Governors is present at the time when the meeting proceeds to business. From 1 January 2002 save as is otherwise provided by these Articles, six Governors present in person will be a quorum. Until that date two Governors present in person will be a quorum.
- 16 If within half an hour from the time appointed for the general meeting of the Company a quorum is not present, the general meeting:
- 16.1 if convened upon the requisition of the Governors, will be dissolved;  
and
- 16.2 in any other case will stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Governors present may determine and if at the adjourned meeting a quorum is not present within-half an hour from the time appointed for the meeting, the Governors present will be a quorum.
- 17 The Chairman, will preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or he/she is not present within fifteen minutes after the time appointed for the holding of the general meeting of the Company or he/she is unwilling to act, the Governors present will elect one of their number to be Chairman that meeting.
- 18 The Chairman may, with the consent of any meeting at which a quorum is present (and will if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting will be

given as in the case of an original meeting. Save as set out in this Article 18 it will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 19 At any general meeting of the Company a resolution submitted to the meeting will be put to the meeting by the Chairman and his/her decision as to the wishes or the sense of the meeting will be conclusive unless on his/her giving his/her decision it shall be challenged by not less than three of the Governors present at the meeting. In normal circumstances the meeting will observe the current practice of the Religious Society of Friends whereby a minute is drawn up in the presence of the meeting once the sense of the meeting is clear. Every resolution submitted to a meeting on which the decision of the Chairman as to the wishes or sense of the meeting shall be challenged as set out above shall be put to the vote of the meeting or shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

19.1 by the Chairman; or

19.2 at any meeting held on or after 1 January 2002, by at least three Governors present; or

19.3 by a Governor or Governors present in person and representing one tenth of the total voting rights of all the Governors having the right to vote at the meeting.

Unless a poll is demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against each resolution. The demand for a poll may be withdrawn.

- 20 Except as provided in Article 23, if a poll is demanded it will be taken in

such manner as the Chairman directs, and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.

- 21 Every Governor will have one vote.
- 22 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, will be entitled to a second or casting vote.
- 23 A poll demanded on the election of a Chairman, or on a question of adjournment, will be taken immediately. A poll demanded on any other question will be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 24 Subject to the provisions of the Act, a resolution in writing signed by all the Governors for the time being entitled to receive notice of and to attend and participate at a general meeting will be as valid and effective as if that resolution had been passed at a general meeting of the Company duly convened and held.

### **Directors**

- 25 Subject to the provisions of the Articles, Governors will be entitled to be appointed as Directors of the Company.
- 26 As far as possible, all Directors should reside within easy travelling distance of the Company's head office.
- 27 The following will be the first Directors with their dates of retirement:

Name	Date of Retirement
------	--------------------

---

Michael Thompson	31 December 2002
Roger Mattingly	31 December 2003

27.1 As from 1 January 2002 the following will be Directors with their dates of retirement.

Name	Date of Retirement
------	--------------------

---

Michael Thompson	31 December 2002
Roger Mattingly	31 December 2003
Dorothy Crowther	31 December 2003
J Cedric Dennis	31 December 2004
John Eversley	31 December 2003
Mavis Iredale	31 December 2004
Ian Ramage	31 December 2002
Colin Wicks	31 December 2004

- 28 The Governors will be responsible for appointing Directors and they will be entitled to appoint Friends and non-Friends as Directors. The maximum number of Directors will be nine and the minimum number of Directors will be three on or after 1 January 2002; before that date the minimum is two, save that there must always be more Friends Directors than non-Friends Directors. Subject to Article 30 Directors' appointments will be made at general meetings of the Company.
- 29 The Directors, along with the Governors in accordance with Article 7, will appoint three of their number to serve on the Company's Nominations Committee. The function of the Nominations Committee will be to provide to the Governors for their ratification at Annual General Meeting of the

Company recommendations of individuals who they consider to be suitable to serve as Directors.

30 Any casual vacancy occurring from time to time among appointed Directors may be filled by the Nominations Committee appointing a Director subject to the terms of these Articles, save that:

30.1 any appointment made according to this Article 30 must be ratified by the Governors at the next Annual General Meeting; and

30.2 in any case the person so appointed will hold office during such time only as the Director in whose place he/she is appointed or elected would have held office if no vacancy had occurred.

31 Subject to the provisions of Article 31A, all Directors will be appointed for a period of three years and will be eligible for re-appointment for a further three years. No Director (other than the Chairman and the Treasurer) who has served for a continuous period of six years will be eligible for re-appointment until at least one year has elapsed. The Chairman and the Treasurer will each be entitled to serve for a maximum continuous period of twelve years but will not then be eligible for re-appointment until at least one year has elapsed.

31A Appointment as a Director of the Company will cease automatically if:

- the Director becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- the Director becomes a patient under the Mental Health Act 1983;
- the Director resigns his/her position as Director by notice in writing to the Company; or
- a resolution to remove the Director is passed for good and sufficient reason at a general meeting of the Company.

### **Powers of Directors**

- 32 The general control, direction and conduct of the Company's business will be vested in the Directors who, in addition to the powers and authorities by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company which are not by these Articles or by statute expressly directed or required to be exercised or done in general meeting of the Company.
- 33 Without prejudice to the general powers conferred by Article 32 the Directors will additionally have the following powers:
- (1) To purchase, take on lease, or otherwise acquire and to sell, mortgage, lease or otherwise dispose of or deal with any land, real estate, or other property, rights, or privileges which the Company is authorised to acquire, dispose of, or deal with, at such price and generally on such terms and conditions as they may think fit;
  - (2) At their discretion to pay for any such land, real estate or other property or rights acquired by or services rendered to the Company, either wholly or partially in cash, or in bonds, debentures, or other securities of the Company;
  - (3) To borrow money, and to mortgage or charge the undertaking and property of the Company, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any other charitable body;
  - (4) To appoint and, at their discretion, remove or suspend as they may from time to time think fit, and invest with such powers as they may think expedient and determine the duties and fix the salaries or emoluments of the Chief Executive Officer, other senior members of staff and the Resident Friend;

- (5) To appoint committees the composition of which will consist of at least two Directors and the chairmanship of which will always vest in a Director, and to entrust to them the management or control of particular aspects or departments of the Company's business, or such other matters as the Directors think fit, save that any committee so appointed will report back to the Directors on its activities as soon as reasonably practicable;
- (6) To appoint any person or company to accept and hold on trust for the Company any property belonging to the Company or in which it is interested, and to execute and do all such deeds and things as are from time to time required to vest such property in such person or company;
- (7) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demands by or against the Company and to refer any claims or demands by or against the Company to arbitration, and observe and perform the awards;
- (8) To give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company, and to act on behalf of the Company in all matters relating to bankrupts and insolvents;
- (9) Subject as provided by the Company's Memorandum of Association, to invest any of the money of the Company not immediately required for expenditure upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments;



- (10) To make such arrangements as they will think fit with the trustees or managers of any other funds which are devoted to objects wholly or broadly similar to those of the Company for the taking over, managing or otherwise dealing with such funds;
  - (11) From time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and servants, provided always that no such by-law will amount to such an alteration of or addition to the Articles of Association as may only validly be effected by special resolution; and
  - (12) To enter into all such negotiations and contracts, and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters set out in these Articles or in the Company's Memorandum of Association or otherwise for the purposes of the Company.
- 34 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors will from time to time by resolution determine.
- 35 The Directors will cause minutes to be made in books provided for the purpose:
- 35.1 of all appointments of officers made by the Directors;
  - 35.2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and
  - 35.3 of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors and every Director present at any meeting of Directors or committee of

Directors will sign his/her name in a book to be kept for that purpose.

- 36 A Director will declare his/her interest in any contract with the Company in the manner required by the Act and will not take part at any meeting of the Directors at which such contract is to be discussed or considered for ratification or rejection; save that for meetings held prior to 1 January 2002, such a Director may take part in such meeting and be counted towards the quorum provided that he or she has declared his or her interest.

### **Proceedings of Directors**

- 37 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, save that the Directors will meet at least four times each year.
- 38 Questions arising at any meeting will be put to the meeting by the Chairman and his/her decision as to the wishes or the sense of the meeting will be conclusive unless on his/her giving his/her decision it shall be challenged by not less than three of the Directors present at the meeting. Every question submitted to a meeting on which the decision of the Chairman as to the wishes or sense of the meeting has been challenged will be determined by the majority of votes of the Directors present. In the case of equality of votes the Chairman will have a casting vote whether he/she has or has not voted previously on the same question but no Director will in any other circumstances give more than one vote.
- 39 A majority of Directors may, and the Secretary on the requisition of a majority of the Directors, will, at any time summon a meeting of the Directors.
- 40 It will not be necessary to give notice of a meeting of Directors to any

Director for the time being absent from the United Kingdom.

41 Unless otherwise determined by the Directors, as from 1 January 2002 three Directors will be a quorum. Until such date two Directors will be a quorum.

42 The Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of summoning a general meeting of the Company but for no other purpose.

43 The Directors will annually elect:

- ◆ from their Friends number a Chairman and Deputy Chairman;
- ◆ from their number generally a Treasurer.

If at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting the Deputy Chairman will be the Chairman for that meeting. If neither the Chairman nor the Deputy Chairman are present within five minutes of the time appointed for the holding of the meeting, the Directors present may choose one of their number to be Chairman of the meeting who need not be, but may be, a Friend.

44 Without prejudice to their powers under Article 33(5) the Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. A committee formed pursuant to this Article or to Article 33(5) will in the exercise of its powers, conform to any regulations that may be imposed on it by the Directors. Such committee will elect a Chairman of its meetings; but if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

- 45 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting will be determined in accordance with the provisions of Article 38.
- 46 All acts done at any meeting of the Directors or of a committee of Directors, or by any person acting as a Director will, notwithstanding that it is discovered afterwards that there was some defect in the appointment of such Directors or persons acting as a Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 47 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors will be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held.

### **Secretary**

- 48 A Secretary will be appointed by the Directors for such term as the Directors think fit. Any Secretary so appointed may be removed by the Directors.

### **Accounts**

- 49 The Directors will cause proper books of accounts to be kept with respect to:-
- 49.1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - 49.2 all sales and purchases of goods by the Company; and
  - 49.3 the assets and liabilities of the Company.

Proper books of accounts will not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view

of the state of the Company's affairs and to explain its transactions.

- 50 The books of accounts will be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Directors think fit, and will always be open to the inspection of the Directors.
- 51 The Directors will from time to time in accordance with the Act cause to be prepared and to be laid before the Company in Annual General Meeting of the Company such profit and loss accounts, balance sheets and reports as are referred to in the Act.
- 52 A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Company in general meeting of the Company, together with a copy of the auditors' report, will not less than twenty one days before the date of the general meeting of the Company be sent to every Governor.

### **Audit**

- 53 Auditors will be appointed by the Directors and their duties regulated in accordance with the Act.

### **Annual Report**

- 54 The trustees 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 its transmission to the Charity Commissioners.

### **Annual Return**

- 55 The trustees 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 return and its transmission to the Charity Commissioners.

### **Indemnity**

- 56 Subject to the provisions of the Act every trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

### **Notices**

- 57 A notice may be given by the Company to any Governor or Director either personally or by sending it by post to him/her or to his/her registered address or (if he/she has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him/her to the Company for the giving of notice. Where a notice is sent by post, service will be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the notice is posted.

### **Dissolution**

- 58 Clause 9 of the Company's Memorandum of Association relating to its winding-up and dissolution will have effect as though its provisions were

repeated in these Articles.

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NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS

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NAME, ADDRESS

OCCUPATION

Name: Joyce Pickard

Retired

Address: 18 Saville Grove, York, YO30 6NY

Occupation: *retired*

Signature: .....

*Joyce Pickard*

Dated the 15<sup>TH</sup> day of NOVEMBER 2001

Witness Name: JESSICA SPENCER

Address: FORD + WARREN, WESTGATE POINT, WESTGATE, LEEDS LS1 2AX

Occupation: SOLICITOR

Signature: .....

*Jessica*

Name: Michael Thompson

Retired

Address: Burwood, Railway Street,

Slingsby, YO62 4AN

Occupation: *Retired*

Signature: .....

*Michael A. Thompson*

Dated the 15<sup>TH</sup> day of NOVEMBER 2001

Witness Name: JESSICA SPENCER

Address: FORD AND WARREN, WESTGATE POINT, WESTGATE, LEEDS, LS1 2AX .

Occupation: SOLICITOR .

Signature: .....

*Jessica*