

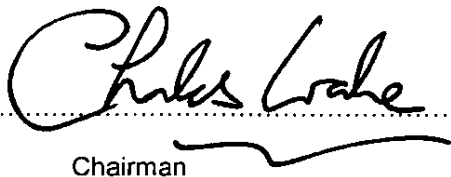
**ST ANDREW'S HEALTHCARE**  
Charity number 1104951  
Company number 5176998  
("the Charity")

Resolution of the Members of the Charity

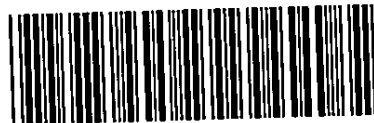
At the meeting of the Members of the Charity held on 27 February 2009 at St Andrew's Hospital, Northampton, the following Resolution was passed as a Special Resolution of the Charity:-

That the regulations set forth in the printed document attached to this Resolution, and for the purposes of identification signed by the Chairman of the meeting, are hereby approved and adopted as the Memorandum & Articles of Association of the Charity, in substitution for, and to the exclusion of, all the existing Articles thereof.

Signed .....

  
Chairman

FRIDAY



A55 \*ACIU88IW\* 118  
27/03/2009  
COMPANIES HOUSE

**COMPANY NUMBER 5176998  
CHARITY NUMBER 1104951**

**THE COMPANIES ACTS 1985 TO 2006**

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

**MEMORANDUM AND ARTICLES OF  
ASSOCIATION**

**OF**

**ST. ANDREW'S HEALTHCARE**

**INCORPORATED ON 12<sup>th</sup> JULY 2004**

\* The name of the Company was changed from  
St. Andrew's Group of Hospitals to St. Andrew's Healthcare  
on 9<sup>th</sup> August 2006.

\* The Memorandum and Articles of Association were amended pursuant to  
Special Resolutions passed on 29<sup>th</sup> April 2005, 27<sup>th</sup> July 2007 and  
27<sup>th</sup> February 2009

Hewitsons LLP  
7 Spencer Parade  
Northampton  
NN1 5AB

Ref: CHK 100201.443.3

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

**MEMORANDUM OF ASSOCIATION OF**

**ST. ANDREW'S HEALTHCARE**

(amended pursuant to Special Resolutions passed on 29<sup>th</sup> April 2005, 27<sup>th</sup> July 2007 and  
27<sup>th</sup> February 2009)

**1. Name**

The name of the Company is **ST. ANDREW'S HEALTHCARE** ("the Charity").

**2. Registered Office**

The registered office of the Charity is to be in England.

**3. Objects**

3.1 The Objects are to promote the healing of sickness, the relief of suffering and the relief of need of those experiencing mental disorder by:

3.1.1 the establishment, acquisition and maintenance of residential institutions;

3.1.2 the provision of community based activities and care; and

3.1.3 the advancement of education, training and research in the causes and treatment of mental disorder.

3.2 Mental disorder includes psychiatric illness, developmental disability, brain injury or other mental disorder.

**4. Powers**

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

4.1 to acquire, establish and manage residential institutions and other facilities;

4.2 to act as trustee of any charitable trust;

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 Acts);
- 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 Acts);
- 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 delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.14.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 4.14.2 every transaction is reported promptly to the Trustees;
  - 4.14.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.14.6 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; and
  - 4.14.7 the Financial Expert must not do anything outside the powers of the Trustee;
- 4.15 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;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 to pay for Indemnity Insurance for the Trustees;
- 4.18 subject to clause 5, 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 enter into mergers, joint ventures and other collaborative arrangements; and
- 4.22 to do anything else within the law which promotes or helps to promote the Objects.

## **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 not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees on money lent to the Charity. For the avoidance of doubt if the published base lending rate of the selected bank is 2 per cent or less neither party shall be liable to pay any sum relating to interest to the other;
  - 5.1.3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - 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 4.17, 5.1.2, or 5.1.3;
  - 5.2.2 as permitted by law;
  - 5.2.3 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 5.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 5.2.5 payment to any company in which a Trustee has no more than a 1 per cent shareholding;
  - 5.2.6 up to six senior employees of the Charity may be Trustees notwithstanding that they are remunerated as employees of the Charity; and

- 5.2.7 in exceptional cases, other payments or benefits (but only with the Written approval of the Commission in advance).
- 5.3 If a Trustee has an Interest in any matter to be considered by the Trustees this must be dealt with according to Article 5.
- 5.4 In promoting the Objects and exercising its powers the Charity will comply with the provisions of the Combined Code on Corporate Governance relating to the following:-
- 5.4.1 Directors;
  - 5.4.2 Remuneration of a Trustee who is an employee;
  - 5.4.3 Accountability and Audit;
  - 5.4.4 Guidelines on liability of non-executive directors: care, skill and diligence; and
  - 5.4.5 Disclosure and Corporate Governance Arrangements.
6. **Amendments**
- Clauses 3 (Objects), 5 (Trustees' Benefits) and this clause may not be amended without the prior Written consent of the Commission.
7. **Limited Liability**
- The liability of Members is limited.
8. **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.
9. **Dissolution**
- 9.1 The Members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity, be applied or transferred in any of the following ways:
- 9.1.1 directly for the Objects; or
  - 9.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
  - 9.1.3 to any charity for use for particular purposes that fall within the Objects;

9.2 Subject to any such resolution of the Members of the Charity, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

9.2.1 directly for the Objects; or

9.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

9.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

9.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity and if no such resolution is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

## 10. **Interpretation**

10.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

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

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

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NAMES & ADDRESSES OF SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS
----------------------------------	---------------------------

---

Christopher Guy Vere Davidge  
Little Houghton House  
Little Houghton  
Northamptonshire  
NN7 1AB

C G V Davidge

Hereward Charles Wake  
Estate Office  
Courteenhall  
Northamptonshire  
NN7 2QD

C Wake

Date: 25<sup>th</sup> June 2004

Witness to the above signatures: Julie Caruana

Name: Julie Caruana

Address: St Andrew's Hospital, Billing Road, Northampton

Occupation: Secretary



**COMPANIES ACTS 1985 TO 2006**  
**COMPANY LIMITED BY GUARANTEE AND**  
**NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION OF**  
**ST. ANDREW'S HEALTHCARE**

**1. Membership**

- 1.1 The subscribers to the Memorandum of the Charity and such other persons as are admitted to Membership in accordance with these Articles shall be Members of the Charity.
- 1.2 The Charity must maintain a register of Members.
- 1.3 Membership is open to individuals who:
  - 1.3.1 apply to the Charity in the form required by the Trustees;
  - 1.3.2 are approved by the Trustees; and
  - 1.3.3 sign the Register of Members or consent in Writing to become a Member.
- 1.4 The Trustees:
  - 1.4.1 may only refuse to approve an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to do so;
  - 1.4.2 must inform the applicant in Writing of the reasons for the refusal within twenty-one days of the decision; and
  - 1.4.3 must consider any Written representations the applicant may make about the decision. The Trustees' decision following any Written representations must be notified to the applicant in Writing but shall be final.
- 1.5 The Trustees may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.6 Membership is terminated if the Member concerned:
  - 1.6.1 gives Written notice of resignation to the Charity;
  - 1.6.2 dies; or
  - 1.6.3 is removed from Membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her Membership is

terminated. A resolution to remove a Member from Membership may only be passed if:

1.6.3.1 the Member has been given at least twenty-one days' notice in Writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and

1.6.3.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations to the meeting.

1.7 Membership of the Charity is not transferable.

1.8 The number of Members will be not more than forty individuals.

## **2. General Meetings**

2.1 Members are entitled to attend general meetings personally or by proxy. Proxy appointment and voting must comply with Article 2.12.

2.2 General meetings are called on at least 14 Clear Days Written notice specifying the business to be discussed.

2.3 There is a quorum at a general meeting if the number of Members personally present is at least 10.

2.4 If there is no quorum present within half an hour of the time appointed for holding the general meeting, it shall stand adjourned to such date, time and place within 28 days thereafter as the Chairman or the Member otherwise presiding shall decide.

2.5 A Trustee shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.

2.6 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.

2.7 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.

2.8 Every Member present in person or by proxy has one vote on each issue.

2.9 A Written resolution is as valid as a resolution actually passed at a general meeting. For this purpose the Written resolution may be set out in more than one document and will be treated as passed on the date of the last signature. The Members who sign the resolution to make it effective must be entitled to vote at a general meeting and be the same in number as would be required to vote to pass the resolution at such a meeting.

2.10 The Charity must hold an AGM in every Year, which all Members are entitled to attend.

2.11 At an AGM the Members:

- 2.11.1 receive the accounts of the Charity for the previous financial Year;
- 2.11.2 receive the Trustees' report on the Charity's activities since the previous AGM;
- 2.11.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- 2.11.4 appoint or reappoint Trustees;
- 2.11.5 appoint auditors for the Charity;
- 2.11.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity;
- 2.11.7 convey thanks to those Members who have honorary titles, the Members as a body and the Trustees; and
- 2.11.8 deal with any other business put before them

2.12 Proxy appointments and voting shall be in accordance with this Article 2.12.

- 2.12.1 Any Member is entitled to appoint another person (who must also be a Member) as a proxy to exercise all or any of the Member's rights to attend, speak and vote at a general meeting of the Charity.
- 2.12.2 The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near as circumstances allow or which the Trustees may approve):

"St Andrew's Healthcare

I, \_\_\_\_\_ of \_\_\_\_\_ being a Member of the above  
Charity appoint \_\_\_\_\_ of \_\_\_\_\_, or failing  
him/her, \_\_\_\_\_ of \_\_\_\_\_, as my proxy to vote in  
my name and on my behalf at the general meeting of the Charity to be held on  
20 \_\_\_\_\_, and at any adjournment of it.

This form to be used in respect of the resolutions mentioned below as follows:-

Resolution No. [ ] for / against \*

Resolution No. [ ] for / against \*

*\*Delete whichever is not desired.*

Unless otherwise instructed, the proxy may vote as s/he thinks fit or abstain from voting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_"

- 2.12.3 The appointment of a proxy and any evidence of authority under which it is executed must be lodged at the registered office of the Charity or as otherwise specified in the notice convening the meeting concerned or in any instrument of proxy set out by the Charity in relation to the meeting concerned:
- 2.12.3.1 not less than 24 hours before the time for holding the meeting concerned; but
  - 2.12.3.2 where a poll is taken less than 48 hours after it was demanded the said documents must be lodged by the start of the meeting concerned.
- 2.12.4 A vote given or poll demanded by proxy shall be valid even if the authority of the person voting or demanding a poll has been determined unless notice of the determination was received by the Charity at its registered office or such other place at which the instrument of proxy was duly deposited before the commencement of the meeting concerned.

### **3. The Trustees**

- 3.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 3.2 The number of Trustees shall be not less than four and not more than fifteen individuals of whom not less than one half will be Non Executive Trustees. In the event that there is a temporary vacancy resulting in less than one half of the Trustees comprising Non Executive Trustees then subject to compliance with Article 4.2 the Trustees will be entitled to continue to act provided that the vacancy is filled within three Months of it arising.
- 3.3 No person shall be appointed as a Trustee unless he is either a Non Executive Trustee or an Executive Trustee.
- 3.4 At each AGM one third of the Trustees (or if their number is not a multiple of three, the whole number nearest to one third) shall retire from office.
- 3.5 Subject to the provisions of the Companies Acts, the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 3.6 A Trustee who retires at an AGM may, if willing to act, be reappointed.
- 3.7 No person other than a Trustee retiring by rotation shall be appointed or reappointed as a Trustee at an AGM unless:-
- 3.7.1 he is recommended by the Trustees; or
  - 3.7.2 notice is given to the Charity by a Member not less than 28 days prior to the general meeting proposing that person for appointment or reappointment.

- 3.8 Subject as aforesaid the Members may by ordinary resolution at an AGM appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.
- 3.9 The Trustees may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee. A Trustee so appointed shall hold office only until the next AGM and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If he is not reappointed at such AGM he shall vacate office at the conclusion of it.
- 3.10 Appointments or reappointments of Trustees may only be made subject to the provisions of Articles 3.2 and 3.3.
- 3.11 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 3.12 A Trustee's term of office automatically terminates if he:
- 3.12.1 is disqualified under the Charities Acts from acting as a Charity Trustee;
  - 3.12.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 3.12.3 is absent from 3 consecutive meetings of the Trustees;
  - 3.12.4 in the case of a Trustee who is a Non Executive Trustee, he either ceases to be a Member or he is appointed as an employee of the Charity;
  - 3.12.5 in the case of a Trustee who is an Executive Trustee, he either becomes a Member or he ceases to be an employee of the Charity;
  - 3.12.6 resigns by Written notice to the Trustees (but only if at least four Trustees will remain in office); or
  - 3.12.7 is removed by ordinary resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 3.13 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 of the Trustees.

#### **4. Proceedings of Trustees**

- 4.1 The Trustees must hold at least 8 meetings each Year.
- 4.2 A meeting of the Trustees shall not be quorate unless:
- 4.2.1 there are at least four Trustees present; and

- 4.2.2 of those present there are at least two Non Executive Trustees and two Executive Trustees.
- 4.3 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.
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) another Trustee who is a Non Executive Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 4.6 Except for the Chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
5. **Trustees' Conflicts of Interest.**
- 5.1 A Trustee who has an Interest in any matter to be discussed at a meeting of the Trustees must declare this Interest before the matter is discussed by the Trustees.
- 5.2 A decision of the Trustees will not be invalid because of the subsequent discovery of an Interest which should have been declared.
- 5.3 Subject to Article 5.5 a Trustee who has an Interest must in relation to that matter:
- 5.3.1 withdraw from the meeting for that item unless expressly invited by the other Trustees to remain in order to provide information;
- 5.3.2 not count towards the quorum for that part of the meeting;
- 5.3.3 not vote on the item in which he has an Interest.
- 5.4 Whenever a Trustee declares an Interest, the other Trustees may authorise the Trustee to have that Interest, provided that the Trustee who has declared the Interest:
- 5.4.1 withdraws from the meeting during the discussions on authorisation; and
- 5.4.2 is not be counted in the quorum during those discussions and does not vote on the question as to whether authorisation will be granted.
- 5.5 If authorisation is granted by the other Trustees under Article 5.4, the other Trustees may allow the Trustee who declared the Interest to remain in the

meeting for the item concerned and to be counted in the quorum and vote on the issue.

- 5.6 If any question arises at a meeting of the Trustees as to whether an Interest exists in relation to a Trustee or as to the entitlement of a Trustee to vote, be counted in the quorum or remain in the meeting it shall be referred to the Chairman of the meeting whose ruling shall be final and conclusive as between the Trustees. If the question relates to the Chairman of the meeting, it shall be decided by a resolution of the Trustees (for which purpose the Chairman shall be counted in the quorum but may not vote).

## **6. Powers of Trustees**

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

- 6.1 to appoint (and remove) any Trustee who is a Non Executive Trustee as Chairman;
- 6.2 to appoint (and remove) any suitable person to act as Secretary to the Charity in accordance with the Companies Acts;
- 6.3 to appoint (and remove) any Trustee to hold any honorary office;
- 6.4 to delegate any of their functions to committees consisting of one or more individuals appointed by them (so long as all proceedings of committees are reported promptly to the Trustees);
- 6.5 to make rules consistent with the Memorandum, these Articles and the Companies Acts to govern the management and administration of the Charity, including in relation to Members', Trustees, committees, and staff proceedings;
- 6.6 to establish procedures to assist the resolution of disputes within the Charity; and
- 6.7 to exercise any powers of the Charity which are not reserved to a general meeting.

## **7. Trustees' and Officers' Indemnity**

The Charity may indemnify any Trustee, Auditor, or other officer of the Charity against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the Companies Act 2006.

## **8. Records and Accounts**

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

- 8.1.1 annual reports;

- 8.1.2 annual returns; and
  - 8.1.3 annual statements of account.
- 8.2 The Trustees must keep proper records of:
  - 8.2.1 all proceedings at general meetings;
  - 8.2.2 all proceedings at meetings of the Trustees;
  - 8.2.3 all reports of committees; and
  - 8.2.4 all professional advice obtained.
- 8.3 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.
- 8.4 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.

## **9. Notices**

- 9.1 Notices under these Articles may be sent by hand, by post or by suitable electronic means.
- 9.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members.
- 9.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 9.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 9.3.2 two Clear Days after being sent by first class post to that address
  - 9.3.3 three Clear Days after being sent by second class or overseas post to that address;
  - 9.3.4 on being handed to the Member personally; or, if earlier,
  - 9.3.5 as soon as the Member acknowledges actual receipt.
- 9.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 9.5 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 9.6 A notice shall be deemed to have been given by any means if a member attends the meeting concerned.



- 9.7 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

## **10. Dissolution**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

## **11. Interpretation**

### **11.1 In the Memorandum and in these Articles:**

“AGM” means an annual general meeting of the Charity;

“Articles” means the Charity’s articles of association;

“Chairman” means the chairman of the Trustees appointed in accordance with Article 6.1;

“Charity” means the company governed by the Articles;

“Charities Acts” means the Charities Act 1993 and the Charities Act 2006 to the extent it is in force from time to time;

“Charity Trustee” has the meaning prescribed by section 97(1) of the Charities Act 1993;

“Clear Day” means 24 hours from midnight following the relevant event;

“Combined Code on Corporate Governance” means the document of that name published by the Financial Reporting Council;

“Commission” means the Charity Commission for England and Wales;

“Companies Acts” means the Companies Act 1985 and the Companies Act 2006 to the extent it is in force from time to time;

“Executive Trustee” means a Trustee who is an employee of the Charity but who is not a Member;

“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;

“Indemnity Insurance” means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

“Interest” includes any situation where a Trustee has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Charity;

“Material Benefit” means a benefit which may not be financial but has a monetary value;

“Member” and “Membership” refer to membership of the Charity. For the avoidance of doubt Members are often referred to as ‘Governors’ by Members, Trustees and staff of the Charity;

“Memorandum” means the Charity’s memorandum of association;

“Month” means calendar month;

“Non Executive Trustee” means a Trustee who is a Member but who is not an employee of the Charity;

“Objects” means the Objects of the Charity set out in clause 3 of the Memorandum;

“Secretary” means the secretary of the Charity for the purposes of the Companies Acts;

“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” refers to a legible document on paper including a fax message; and

“Year” means calendar year.

- 11.2 Expressions defined in the Companies Acts have the same meaning.
- 11.3 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.
- 11.4 Use of the singular includes the plural and vice versa.
- 11.5 Use of either gender includes the other gender.
- 11.6 Any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations and other organisations.

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**NAMES & ADDRESSES OF SUBSCRIBERS**

---

**SIGNATURES OF SUBSCRIBERS**

---

Christopher Guy Vere Davidge  
Little Houghton House  
Little Houghton  
Northamptonshire  
NN7 1AB

C G V Davidge

Hereward Charles Wake  
Estate Office  
Courteenhall  
Northamptonshire  
NN7 2QD

C Wake

Date: 25<sup>th</sup> June 2004

Witness to the above signatures: Julie Caruana

Name: Julie Caruana

Address: St Andrew's Hospital, Billing Road, Northampton

Occupation: Secretary