

5176998

COMPANIES ACTS 1985 AND 1989

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

MEMORANDUM OF ASSOCIATION OF

ST. ANDREW'S GROUP OF HOSPITALS

(amended pursuant to a Special Resolution passed on 29th April 2005)

1. Name

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

2. Registered Office

The registered office of the Charity is to be in England



3. Objects

The objects of the Charity are to promote the healing of sickness and the relief of suffering by the establishment and maintenance of a hospital or hospitals in the United Kingdom for the diagnosis and treatment of psychiatric illness, developmental disability and acquired brain injury and related disorders ("the Objects")

4. Powers

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

- 4.1 To acquire the undertaking and other assets of the Hospitals known as St. Andrew's Group of Hospitals and to carry on and conduct such Hospitals
- 4.2 To act as trustee of any charitable trust
- 4.3 To promote or carry out research Provided that the useful results of any such research are published
- 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 1993)
- 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 1993)
- 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 (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 every transaction is reported promptly to the Trustees
 - 4.15.3 the performance of the investments is reviewed regularly with the Trustees
 - 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4.15.6 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
 - 4.15.7 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 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any 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
- 4.19 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.20 To enter into contracts to provide services to or on behalf of other bodies
- 4.21 To establish subsidiary companies to assist or act as agents for the Charity
- 4.22 To pay the costs of forming the Charity
- 4.23 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
 - 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 4.18, 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 the Director of Nursing, Director of Finance, General Manager, Director of Human Resources, Director of Strategic Development and Marketing and Medical Director may be Trustees notwithstanding that they are remunerated as employees of the Charity.
- 5.2.7 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 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 declare the interest at or before discussions begins on the matter. If the personal interest is considered to be material then the Trustee must:-
 - 5.3.1 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5.3.2 not be counted in the quorum for that part of the meeting
 - 5.3.3 withdraw during the vote and have no vote on the matter
- 5.4 In addition to any other circumstances in which a Trustee may have a personal interest in a matter, a Trustee shall be deemed to have a personal interest in a matter whenever the decision that is to be taken may have a direct or indirect effect upon the terms and conditions of the Trustee's employment by the Charity
- 5.5 If any question arises at a meeting of the Trustees as to the materiality of the personal interest of a Trustee or as to the entitlement of a Trustee to vote or be counted in the quorum 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).
- 5.6 In promoting the Objects and exercising its powers the Charity will comply with the following provisions of the Combined Code on Corporate Governance published in July 2003:-
 - 5.6.1 Section 1 Paragraph A (Directors)
 - 5.6.2 Section 1 Paragraph B (Remuneration) in relation to a Trustee who is a Non Member Executive
 - 5.6.3 Section 1 Paragraph C (Accountability and Audit)
 - 5.6.4 Schedule B (Guidelines on liability of non-executive directors: care, skill and diligence)
 - 5.6.5 Schedule C (Disclosure and Corporate Governance Arrangements)
- 5.7 This clause 5 may not be amended without the prior written consent of the Commission

6. Limited Liability

The liability of 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 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:

8.1.1 directly for the Objects; or

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

8.1.3 to any charity for use for particular purposes that fall within the Objects;

8.2 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:

8.2.1 directly for the Objects; or

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

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

8.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a 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.

9. Interpretation

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

9.2 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

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: 25th 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 AND 1989

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

ARTICLES OF ASSOCIATION OF

ST. ANDREW'S GROUP OF HOSPITALS

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; and
 - 1.3.2 are approved by the Trustees; and
 - 1.3.3 are appointed by ordinary resolution passed by the members present and voting at a general meeting; and
 - 1.3.4 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
 - 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;
 - 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. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
- 2.2 There is a quorum at a general meeting if the number of members personally present is at least 10
- 2.3 A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting
- 2.4 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
- 2.5 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2.6 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
- 2.7 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and 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)
- 2.8 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2.9 At an AGM the members:
 - 2.9.1 receive the accounts of the Charity for the previous financial year
 - 2.9.2 receive the Trustees' report on the Charity's activities since the previous AGM
 - 2.9.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
 - 2.9.4 appoint or reappoint Trustees
 - 2.9.5 appoint auditors for the Charity
 - 2.9.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
 - 2.9.7 discuss and determine any issues of policy or deal with any other business put before them
- 2.10 Any general meeting which is not an AGM is an EGM
- 2.11 An EGM may be called at any time by the Trustees and must be called within 28 days following the requisition of members pursuant to the provisions of the Act

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 Members. In the event that there is a temporary vacancy resulting in less than one half of the Trustees comprising Non Executive Members then subject to compliance with paragraph 4.2 of these Articles the remaining Trustees will be entitled to continue to act provided that the vacancy is filled within three months of it arising
- 3.3 The first Trustees shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act who shall be deemed to have been appointed under these Articles. Future Trustees shall be appointed as provided subsequently in these Articles
- 3.4 No person shall be appointed as a Trustee unless he is either a Non Executive Member or a Non Member Executive.
- 3.5 At each AGM one third of the Trustees or if their number is not three or a multiple of three, the number nearest to one third shall retire from office

- 3.6 Subject to the provisions of the Act, 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
- 3.7 A Trustee who retires at an AGM may, if willing to act, be reappointed
- 3.8 No person other than a Trustee retiring by rotation shall be appointed or reappointed as a Trustee at any general meeting unless:-
- 3.8.1 he is recommended by the Trustees; or
- 3.8.2 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
- 3.9 Subject as aforesaid the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee
- 3.10 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 not reappointed at such AGM he shall vacate office at the conclusion thereof
- 3.11 Appointments or reappointments of Trustees may only be made subject to the provisions of paragraphs 3.2 and 3.4 of these Articles.
- 3.12 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
- 3.13 A Trustee's term of office automatically terminates if he:
- 3.13.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
- 3.13.2 is incapable, whether mentally or physically, of managing his or her own affairs
- 3.13.3 is absent from 3 consecutive meetings of the Trustees
- 3.13.4 in the case of a Trustee who is a Non Executive Member, he either ceases to be a member or he is appointed as an employee of the Charity
- 3.13.5 in the case of a Trustee who is a Non Member Executive, he either becomes a member or he ceases to be an employee of the Charity
- 3.13.6 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office) or
- 3.13.7 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
- 3.14 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

4. Proceedings of Trustees

- 4.1 The Trustees must hold at least 10 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 not less than two Trustees present are Non-Executive Members and not less than two Trustees present are Non-Member Executives.
- 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 Member 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. Powers of Trustees

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

- 5.1 to appoint (and remove) any Trustee who is a Non Executive Member as Chairman
- 5.2 to appoint (and remove) any member or Trustee to act as Secretary to the Charity in accordance with the Act
- 5.3 to appoint (and remove) any Trustee to hold any honorary office
- 5.4 to delegate any of their functions to committees consisting of one 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)
- 5.5 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.7 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)
- 5.8 to establish procedures to assist the resolution of disputes within the Charity
- 5.9 to exercise any powers of the Charity which are not reserved to a general meeting

6. Records and Accounts

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 6.1.1 annual reports
 - 6.1.2 annual returns
 - 6.1.3 annual statements of account
- 6.2 The Trustees must keep proper records of
 - 6.2.1 all proceedings at general meetings
 - 6.2.2 all proceedings at meetings of the Trustees
 - 6.2.3 all reports of committees and
 - 6.2.4 all professional advice obtained
- 6.3 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
- 6.4 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

7. Notices

- 7.1 Notices under these Articles may be sent by hand or by post.
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 7.3.1 24 hours after being delivered by hand to the relevant address
 - 7.3.2 two clear days after being sent by first class post to that address
 - 7.3.3 three clear days after being sent by second class or overseas post to that address
 - 7.3.4 on being handed to the member personally or, if earlier,
 - 7.3.5 as soon as the member acknowledges actual receipt
- 7.4 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

8. Dissolution

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

9. Interpretation

In the Memorandum and in these Articles:

- 9.1 “the Act” means the Companies Act 1985
- “AGM” means an annual general meeting of the Charity
- “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 97(1) of the Charities Act 1993
- “clear day” means 24 hours from midnight following the relevant event
- “the Commission” means the Charity Commissioners for England and Wales
- “EGM” means an extraordinary general meeting of the Charity
- “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

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

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

“the Objects” means the Objects of the Charity as defined in clause 3 of the Memorandum

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

“year” means calendar year

- 9.2 Expressions defined in the Act have the same meaning
- 9.3 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
- 9.4 Use of the singular includes the plural and vice versa
- 9.5 Use of any gender includes the other gender
- 9.6 Any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations and other organisations

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: 25th June 2004

Witness to the above signatures: Julie Caruana

Name: Julie Caruana

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

Occupation: Secretary

Hewitsons
7 Spencer Parade
Northampton
NN1 5AB
Tel: 01604 233233
Ref: CEVC/100201-338-4
27 May 2005

**COMPANY NUMBER 5176998
CHARITY NUMBER 1104951**

THE COMPANIES ACTS 1985 AND 1989

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

**MEMORANDUM AND ARTICLES OF
ASSOCIATION
OF
ST. ANDREW'S GROUP OF HOSPITALS
INCORPORATED ON 12th JULY 2004**

(The Memorandum was amended pursuant to a
Special Resolution passed on 29th April 2005)