

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

MEMORANDUM OF ASSOCIATION
of
UCH LONDON NURSES' CHARITY

IBB solicitors

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Ref: JCC/ERA/120412.1


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We, the subscribers to this Memorandum of Association, wish to be formed into a company under the Companies Act 2006 and agree to become members of the company.

Names and Signatures of Subscribers

Signature: 
Mrs Ann Redmayne

Date: *24th September* 2014

Signature: 
Mrs Lesley Ann Hicks

Date: *24th September* 2014

Signature: 
Dr Crystal Oldman

Date: *24th September* 2014

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ARTICLES OF ASSOCIATION OF
UCH LONDON NURSES' CHARITY

1 NAME

The name of the Charity is UCH LONDON NURSES' CHARITY (the "Charity").

2 OBJECTS

2.1 The Objects of the Charity are for the public benefit:

(a) To advance the health of patients being cared for in hospital and in the community in such ways as the Trustees think fit including by:

- (i) Advancing the education of associate members by providing grants and bursaries to enable associate members to attend training courses, workshops, conferences and seminars relating to their areas of practice;
- (ii) Advancing the education of associate members by providing grants and bursaries to enable associate members to undertake research and publish and disseminate the results of any such research;
- (iii) Advancing education by providing grants to Florence Nightingale scholars at the Florence Nightingale Foundation (RCN: 229229) to undertake research and publish and disseminate the results of any such research; and
- (iv) Providing a network to assist associate members to communicate with each other in order to share: best practice; latest developments in patient care; feedback from attending training courses, workshops, conferences and seminars paid for by the Charity; and results of research undertaken.

(b) The relief of poverty and financial hardship among associate members of the Charity by providing grants, items and services to those in need.

2.2 The Objects may be amended by special resolution but only with the prior written consent of the Commission.

3 POWERS

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

- 3.1 to make grants or loans of money;
- 3.2 to provide materials, advice, information or other help;
- 3.3 to organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.4 to publish and distribute books, magazines, newsletters, pamphlets, reports, leaflets, journals, films, DVDs and other instructional matter on any medium;
- 3.5 to provide or procure the provision of support and guidance;
- 3.6 to promote, encourage, sponsor, carry out or commission research, surveys, studies or other work;
- 3.7 to co-operate with other bodies and exchange information and advice with them;
- 3.8 to support, administer or set up other charities;
- 3.9 alone, or with other organisations, to seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations PROVIDED that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

- 3.10 to open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.11 to accept gifts and to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 3.12 to borrow money;
- 3.13 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 3.14 to acquire or hire property of any kind, including land, and to construct, maintain, alter and equip any buildings or facilities;
- 3.15 to let or dispose of property of any kind, including land, (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 3.16 to set aside funds for special purposes or as reserves against future expenditure;
- 3.17 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) PROVIDED that the Charity shall have the power to retain any investments donated to it;
- 3.18 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 3.18.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 3.18.2 timely reports of all transactions are provided to the Trustees;
 - 3.18.3 the performance of the investments is reviewed regularly with the Trustees;
 - 3.18.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 3.18.5 the investment policy and the delegation arrangement are reviewed at regular intervals;
- 3.18.6 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
- 3.18.7 the Financial Expert must not do anything outside the powers of the Charity;
- 3.19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 3.20 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 3.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.22 to provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011 PROVIDED that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said s.189 shall be treated as references to officers of the Charity;
- 3.23 subject to Article 4, to employ paid or unpaid agents, staff, consultants and professional or other advisers and to make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of paid employees and their spouses and dependants;
- 3.24 to enter into contracts to provide services to or on behalf of other bodies;
- 3.25 to establish or acquire subsidiary companies;
- 3.26 to undertake and execute charitable trusts;

- 3.27 to establish or support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.28 to become a member, associate or affiliate of or act as a trustee or appoint trustees of any other organisations (including without limitation any charitable trust of permanent endowment property held for any of the Objects);
- 3.29 to amalgamate or merge or acquire or undertake all or any property, assets, liabilities and engagements of any body having objects wholly or in part similar to the Objects;
- 3.30 to pay the costs of forming the Charity; and
- 3.31 to do anything else within the law which promotes or helps to promote the Objects.

4 BENEFITS AND CONFLICTS FOR THE TRUSTEES AND MEMBERS

BENEFITS

- 4.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 4.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - 4.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 4.1.3 Members, Trustees and Connected Persons who are beneficiaries of the Charity may receive charitable benefits in that capacity.
- 4.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 4.2.1 in accordance with Articles 3.22 (Trustee Indemnity Insurance), 4.1.1 (interest on money lent), 4.1.2 (hiring fee), 4.1.3 (charitable benefits) or 4.3 (contract for goods or services);

- 4.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred when acting on behalf of the Charity;
 - 4.2.3 payment to any company in which a Trustee or Connected Person has no more than a 1% shareholding;
 - 4.2.4 a payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 8;
 - 4.2.5 in exceptional cases, other payments or benefits (but only with the prior written consent of the Commission and, where required by the Companies Acts, the approval or affirmation of the Members).
- 4.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 4.2.5, but any Trustee or Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit PROVIDED that:
- 4.3.1 the goods or services are actually required by the Charity and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 4.3.2 the nature and level of the remuneration or payment is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 4.4; and
 - 4.3.3 no more than half of the Trustees are subject to such a contract in any financial year (and, for these purposes, this provision shall be treated as applying to a Trustee if it applies to a Connected Person to that Trustee).

CONFLICTS OF INTEREST

- 4.4 Subject to Article 4.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 4.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;

- 4.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 4.4.3 not be counted in the quorum for that part of the meeting; and
 - 4.4.4 be absent during the vote and have no vote on the matter.
- 4.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 4.5.1 continue to participate in discussions leading to the making of a decision but not to be counted in the quorum or to vote in relation to any decision on the subject matter giving rise to his or her conflict of interest; or
 - 4.5.2 disclose to a third party information confidential to the Charity; or
 - 4.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
 - 4.5.4 refrain from taking any step required to remove the conflict.
- 4.6 A Conflicted Trustee who obtains (other than through his or her position as a Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 4.4 and then withholds such confidential information from the Charity.
- 4.7 For any transaction or arrangements authorised under Articles 3.22 (Trustee Indemnity Insurance), 4.1.1 (interest on money lent), 4.1.2 (hiring fee) or 4.1.3 (charitable benefits) the Trustee's duty under the Companies Acts to avoid a conflict of interest with the Charity shall be disapplied PROVIDED that the relevant provisions of Article 4.4 have been followed.

- 4.8 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

5 THE TRUSTEES

- 5.1 The Trustees, as charity trustees, have control of the Charity and its property and funds.
- 5.2 There shall be a minimum of three Trustees but there shall be no maximum unless otherwise determined by the Trustees.
- 5.3 The subscribers to the Memorandum are the first Trustees of the Charity, (the "**First Trustees**"), who shall hold office until the date listed against their name in Part A of the Schedule to the Articles, following which they may be nominated and selected for re-appointment.
- 5.4 The First Trustees shall appoint those listed in Part B of the Schedule to the Articles as Trustees within 90 days of the Charity being registered by the Charity Commission (the "**Second Trustees**") who shall hold office until the date listed against their name in Part B of the Schedule to the Articles following which they may be nominated and selected for re-appointment in accordance with Articles 5.8 to 5.11.
- 5.5 Any person who is:
- 5.5.1 willing to act as a Trustee of the Charity;
 - 5.5.2 is permitted to be so appointed by law and the Articles;
 - 5.5.3 is an associate member of the Charity; and
 - 5.5.4 (subject to Article 5.4) is nominated and selected in accordance with Articles 5.8 to 5.11 (inclusive);

may be appointed to be a Trustee by a resolution of the Trustees.

- 5.6 A Trustee shall serve a four year term of office (unless at the time of his or her appointment the Trustees resolve that he or she should be appointed for a shorter period) and may be reappointed but no Trustee shall serve for a

continuous period exceeding eight years and thereafter may not be reappointed for a period of one year following such eight year period.

- 5.7 Every Trustee must sign a declaration of willingness to act as a Trustee of the Charity (and become a Member of the Charity) before he or she is eligible to vote at any meeting of the Trustees.

Nomination of candidates for appointment as Trustees

- 5.8 Within three calendar months of a Trustee:
- 5.8.1 reaching the end of their term of office;
 - 5.8.2 giving notice of his or her intention to retire from office;
 - 5.8.3 retiring on less than three calendar months' notice to the Charity; or
 - 5.8.4 being removed or disqualified pursuant to Article 5.12;

the Board shall give notice in writing to each associate member of the Charity specifying the number of places on the Board that have or will become vacant. Each associate member may nominate one associate member of the Trust, who for the avoidance of doubt may be a Trustee seeking re-election after reaching the end of their term of office, to be considered by the Board as a candidate for (re)appointment as a Trustee.

- 5.9 The notice to the associate members shall include the published criteria and rules for the selection of candidates which will be used to guide the Board to select an appropriately balanced Board which reflects the skill sets required by the Charity, from those persons nominated by the associate members.
- 5.10 All notices and nominations of candidates under Articles 5.8 and 5.9 shall be made in writing and in such form as the Board may prescribe from time to time.
- 5.11 The Board shall consider the nominated candidates in accordance with the published criteria and rules for the selection of Trustees from time to time and shall select and appoint the most suitable candidates to ensure that the Board is appropriately balanced and reflects the skill sets required by the Charity. The decision of the Board as to which of the candidates to appoint as a Trustee shall be final. The Board shall notify each candidate of their decision as to whether to appoint them as a Trustee, but shall not be obliged to give reasons.

Disqualification and Removal of Trustees

- 5.12 A Trustee's term of office automatically terminates if he or she:
- 5.12.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;
 - 5.12.2 is incapable, in the reasonable opinion of all of the other Trustees, whether mentally or physically, of managing his or her own affairs;
 - 5.12.3 is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign for this reason;
 - 5.12.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 5.12.5 is removed by ordinary resolution of 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.
- 5.13 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 Trustees' meeting.

6 PROCEEDINGS OF TRUSTEES

- 6.1 The Trustees must hold at least two meetings each year. The Trustees may invite such other persons as they consider fit to attend any of their meetings as observers or in order to submit reports or advice, take minutes or act as secretary, but no such persons shall be entitled to vote.
- 6.2 A quorum at a meeting of the Trustees is three Trustees or one half of the number of Trustees for the time being (rounded down where such number is not a whole), whichever is the greater.
- 6.3 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.

- 6.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed either on the date of the last signature, or on the date when the last Trustee authorised to vote has indicated to the other Trustees authorised to vote, by Electronic Means, that he or she agrees to the passing of the resolution.
- 6.6 Every Trustee has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote.
- 6.7 A Trustee must declare the nature and extent of any interest (direct or indirect) which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not been previously declared in accordance with Article 4.4.
- 6.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting or by way of written resolution in accordance with Article 6.5.

7 POWERS OF THE TRUSTEES

- 7.1 The Trustees shall manage the business of the Charity and have the following powers in the administration of the Charity in their capacity as Trustees:
- 7.1.1 to appoint (and remove) any Trustee to act as Chair for such term or terms as the Trustees shall determine;
- 7.1.2 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Acts;
- 7.1.3 to appoint (and remove) a Treasurer and other honorary officers from among their number;

- 7.1.4 to appoint (and remove) any individuals as patrons of the Charity on such terms as they shall think fit;
 - 7.1.5 to make rules and/or regulations consistent with the Articles and the Companies Acts to govern proceedings at Trustees' meetings, general meetings, proceedings of committees, associate membership and the administration of the Charity;
 - 7.1.6 to establish procedures to assist the resolution of disputes or differences within the Charity;
 - 7.1.7 to exercise any powers of the Charity which are not reserved to the Members; and
 - 7.1.8 to change the name of the Charity.
- 7.2 The Trustees may delegate any of their functions or powers, the implementation of their decisions, or the day to day management of the affairs of the Charity to committees consisting of two or more individuals appointed by them PROVIDED that:
- 7.2.1 the Trustees may revoke any such delegation in whole or in part or alter its terms and conditions at any time;
 - 7.2.2 at least one member of every committee must be a Trustee;
 - 7.2.3 all proceedings of committees must be reported promptly to the Trustees;
 - 7.2.4 any committee must act within the parameters laid down by the Trustees; and
 - 7.2.5 the Trustees may authorise further delegation by any such committee.
- 7.3 The Trustees may delegate the day to day management of the Charity to a chief executive or other manager or managers PROVIDED that:
- 7.3.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and to advise the Trustees in relation to such policy, strategy and budget;

7.3.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

7.3.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

7.4 The Trustees may act notwithstanding any vacancies, but should the Trustees at any time be reduced in number to less than the number required for a quorum it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees or summoning a general meeting but not for any other purpose.

8 INDEMNITY

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

9 MEMBERSHIP

9.1 The Charity must maintain a register of Members.

9.2 The Trustees from time to time shall be the only Members of the Charity. Any person who retires, resigns or is removed as a Trustee shall automatically cease to be a Member.

9.3 Membership is not transferable and ceases on death.

10 LIMITED LIABILITY AND GUARANTEE

The liability of each Member is limited. Each Member promises, if the Charity is dissolved while he or she remains a Member or within one year after he or she ceases to be a Member, to pay up to £1 towards:

- 10.1 payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Member;
- 10.2 payment of the costs, charges and expenses of winding up; and
- 10.3 the adjustment of rights of contributories among themselves.

11 ASSOCIATE MEMBERSHIP

11.1 The Trustees shall establish a class of associate members and shall maintain a register of such associate members. Subject to Article 11.2, the Trustees shall in their absolute discretion determine who may be admitted to associate membership of the Charity having regard to such criteria as they shall establish.

11.2 As soon as practicable following the registration of the Charity with the Commission, the Board shall admit all those individuals who were members of The University College Hospital London Nurses' League on that date as associate members of the Charity.

11.3 The Trustees shall set out the respective rights and obligations of associate members provided that they shall not have the right to attend and vote at a general meeting of the Charity. Unless otherwise determined by the Trustees, the associate members shall have the following rights:

11.3.1 to nominate other associate members for appointment as Trustees in accordance with Articles 5.8 to 5.11 inclusive.

11.3.2 to request and receive a copy of the accounts of the Charity;

11.3.3 to receive a copy of any magazine or newsletter produced by the Charity;

11.3.4 to attend the annual lunch and annual meeting of the Charity;

11.3.5 to attend any lectures, seminars, workshops or other events held by the Charity; and

11.3.6 to request the services and assistance of the Charity (provided that the Trustees retain the absolute discretion as to whether or not such assistance shall be provided).

12 MEMBERS' GENERAL MEETINGS

- 12.1 The Trustees may call a meeting of the Members at any time.
- 12.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

13 MEMBERS' WRITTEN RESOLUTIONS

- 13.1 Subject to the provisions of the Companies Acts:
- 13.1.1 a written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of the eligible Members; and
- 13.1.2 a written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of eligible Members and states that it is a special resolution.
- 13.2 A resolution of the Members under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed by a written resolution.
- 13.3 In relation to a resolution proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date.
- 13.4 A copy of the written resolution must be sent to the Members together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
- 13.5 The Member indicates his or her agreement to a written resolution when the

Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:

13.5.1 if the document is in Hard Copy Form, it is authenticated if it bears the signature of the person sending it;

13.5.2 if the document is sent in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity, or where no such manner has been specified by the Charity it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt it.

13.6 A written resolution lapses if the required number of agreements has not been obtained by 28 days beginning with the date on which the resolution is circulated.

14 RECORDS AND ACCOUNTS

14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 2011 as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

14.1.1 annual returns;

14.1.2 annual reports; and

14.1.3 annual statements of account.

14.2 The Trustees must also keep records of:

14.2.1 all proceedings at meetings of the Trustees;

14.2.2 all resolutions in writing;

14.2.3 all reports of committees; and

14.2.4 all professional advice obtained.

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

- 14.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act 2011 to any other person who makes a written request and pays the Charity's reasonable costs.

15 COMMUNICATIONS

- 15.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Acts may be served:

15.1.1 by hand;

15.1.2 by post; or

15.1.3 by Electronic Means.

- 15.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

- 15.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

15.3.1 24 hours after being sent by Electronic Means, or delivered by hand to the relevant address;

15.3.2 two clear days after being sent by first class post to that address;

15.3.3 three clear days after being sent by second class post to that address;

15.3.4 immediately on being handed to the recipient personally; or

15.3.5 (if earlier) as soon as the recipient acknowledges actual receipt.

- 15.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

16 DISSOLUTION

- 16.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

16.1.1 by transfer to one or more other bodies established for such exclusively charitable purposes as are similar to the Objects;

16.1.2 by transfer to one or more other bodies established for exclusively charitable purposes for use for specified purposes which fall within the Objects;

16.1.3 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

16.1.4 in such other manner consistent with charitable status as the Commission approves in writing in advance.

16.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members under this Article.

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

16.4 This provision may be amended by special resolution but only with the prior written consent of the Commission.

17 INTERPRETATION

17.1 The Articles are to be interpreted without reference to the model articles under the Companies Acts, which do not apply to the Charity.

17.2 In the Articles, unless the context indicates another meaning, the following words and phrases shall have the meaning set against them:

‘the Articles’ the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘associate member’ means those persons admitted as associate members of the Charity pursuant to Article 11 who, for the avoidance of doubt, are not company law Members;

‘Chair’ the Chair of the Trustees;

‘the Charity’ means the company governed by the Articles;

'the Charities Act'	the Charities Acts 1992 to 2011, including any statutory modifications or re-enactment thereof for the time being in force;
'charity trustee'	has the meaning prescribed by Section 177 of the Charities Act 2011;
'Circulation Date'	in relation to a written resolution, has the meaning given to it in the Companies Acts;
'clear day'	does not include the day on which notice is given or the day of the meeting or other event;
'the Commission'	the Charity Commission for England and Wales or any body which replaces it;
'the Companies Acts'	the Companies Acts (as defined in Section 2 of the Companies Act 2006) in so far as they apply to the Charity;
'Conflicted Trustee'	a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
'Connected Person'	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person living with a Trustee as his or her partner; or (d) any charity, partnership or firm of which a Trustee is a paid Trustee, member, partner or employee, or shareholder holding more than 1% of the share capital;

'constitution'	the Memorandum and the Articles and any special resolutions relating to them;
'custodian'	a person or body who undertakes safe custody of assets or of documents or records relating to them;
'Electronic Means'	has the meaning prescribed to it in the Companies Acts;
'Financial Expert'	an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 (or any statutory modification or re-enactment thereof);
'financial year'	the Charity's financial year;
'Firm'	includes a limited liability partnership;
'Hard Copy Form'	has the meaning prescribed by the Companies Acts;
'Member' and 'Membership'	refer to company membership of the Charity;
'Memorandum'	the Charity's Memorandum of Association;
'month'	means calendar month;
'nominee company'	a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
'the Objects'	the Objects of the Charity as defined in Article 2;
'Secretary'	a company secretary;
'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 and the profits of which are liable to tax;
'Trustee'	a director of the Charity and 'Trustees' means the directors;

'written' or 'in writing' the representation or reproduction of words symbols and other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by Hard Copy, Electronic Means or otherwise;

'Year' calendar year.

16.3 Expressions not otherwise defined which are defined in the Companies Acts have the same meaning.

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

SCHEDULE

PART A

THE FIRST TRUSTEES

Name	Retirement Date
Mrs Ann Redmayne	2019
Mrs Lesley Ann Hicks	2018
Dr Crystal Oldman	2017

PART B

THE SECOND TRUSTEES

Name	Retirement Date
Mrs Hilary Baker	2019
Mrs Judith Jackson	2019
Mrs Siân Lavers	2019
Mrs Karen Lloyd	2019
Mrs Margaret Currie	2018
Mrs Alison Finch	2018
Mrs Wendy Nowell	2018
Dr Janet Likeman	2019
Mrs Elspeth Edwards	2018