

Company number: 1797810

Charity number: 514999

COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

ARTICLES

OF ASSOCIATION OF

**THE FIVE TOWNS PLUS HOSPICE FUND
LIMITED**

**(Incorporated on 7 March 1984 as amended by Special Resolutions dated 31
January 2000, 28 July 2003, 25 July 2005, 31 July 2006,
12 November 2015, and 4 June 2026)**

Companies Act 2006

Company limited by guarantee and not having a share capital

**ARTICLES OF ASSOCIATION OF
THE FIVE TOWNS PLUS HOSPICE FUND LIMITED**

1. NAME

The name of the Charity is The Five Towns Plus Hospice Fund Limited.

2. LIMITED LIABILITY

The liability of Members is limited.

3. GUARANTEE

Every Member promises, if the Charity is dissolved while they remain 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 they were a Member.

4. OBJECTS

The Objects are specifically restricted to the following, for the public benefit:

- 4.1 to promote the relief of sickness by such charitable means as the Charity shall from time to time think fit and to provide support to the families and carers of those in need by reason of ill health; and
- 4.2 to relieve those in need by reason of ill health and/or age through the establishment and maintenance of a care home with nursing.

5. POWERS

The Charity has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Charity has power to:

- 5.1 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Charity must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- 5.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- 5.3 sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- 5.4 employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Charity Trustee only to the extent that it is permitted to so by clause 11 (Benefits to Members and Trustees) and provided it complies with the conditions of that clause;
- 5.5 raise funds (but not by means of Taxable Trading);
- 5.6 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Charity to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000; and
- 5.7 to pay for Indemnity Insurance for the Trustees.

6. MEMBERSHIP

- 6.1 The Charity must maintain a register of Members.
- 6.2 Any person who is appointed as a Trustee will automatically, by virtue of that appointment, become a Member of the Charity. No person other than a Trustee may be admitted as a Member of the Charity.
- 6.3 Membership is terminated if the Member concerned:
 - 6.3.1 ceases to be a Trustee;
 - 6.3.2 gives written notice of resignation to the Charity;
 - 6.3.3 dies, or in the case of an organisation ceases to exist; or
 - 6.3.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice.
- 6.4 Membership of the Charity is not transferable.

7. GENERAL MEETINGS

- 7.1 A meeting may be called at any time by the Trustees and must be called within 28 clear days of a written request from at least one third of the Members. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by at least 90% of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.
- 7.2 The notice shall specify the physical place or places at which the general meeting shall be held. If the board determines that a general meeting shall be held partly by means of electronic facility, the notice shall specify the means of attendance and participation determined in accordance with these Articles.
- 7.3 The Trustees shall determine in relation to each general meeting the means of attendance at and participation in the meeting (including in the case of a Member organisation by an authorised representative), including whether the persons entitled to attend and participate in the general meeting shall be enabled to do so by simultaneous attendance and participation at a physical place, by means of attendance by an electronic facility determined by it, or partly in one way and partly in another.
- 7.4 Members are also entitled to attend, by proxy or by such other suitable means agreed by the Trustees in which all participants may participate in the business for which the meeting has been convened, hear and see all persons who speak (whether by use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the meeting, and be heard and seen by all other persons present in the same way. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.
- 7.5 There is a quorum at a meeting if the number of Members present in person or by proxy is at least four.
- 7.6 The Chair or (if the Chair is unable or unwilling to do so) the Deputy Chair or (if the Deputy Chair is unable or unwilling to do so) some other Member elected by those present presides at a meeting.
- 7.7 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast.
- 7.8 Every Member present in person or through an authorised representative or by proxy has one vote on each issue.
- 7.9 A written resolution signed by a majority of those entitled to vote at a meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that 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 required to reach the relevant majority.

7.10 The Charity shall not be required to hold an AGM in any year.

8. THE TRUSTEES

8.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

8.2 The number of Trustees must not be less than five nor more than twelve individuals, all of whom must be Members. If the number of Trustees shall fall below five, the remaining Trustees may act to appoint further Trustees as required.

8.3 Trustees are to be appointed by the Trustees.

8.4 Every Trustee after appointment must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she may vote at any meeting of the Trustees.

8.5 Apart from the Trustees who are Trustees at the date of the adoption of these Articles, every future appointed trustee shall be appointed for a term of three years ending at the Annual Trustees' Meeting immediately after the third anniversary of their appointment.

8.6 A Trustee who has reached the end of their term may be reappointed at an Annual Trustees' Meeting for up to three further three year terms. A Trustee who has served for a fourth consecutive term may not be reappointed for fifth consecutive term but may be reappointed after an interval of at least one year.

8.7 A Trustee's term of office automatically terminates if they:

8.7.1 ceases to be a Member in accordance with articles 6.3.2 to 6.3.4;

8.7.2 is disqualified under the Charities Act from acting as a Charity Trustee or is prohibited by law from being a director of a company;

8.7.3 is, in the opinion of a majority of the other Trustees, at any time incapable, whether mentally or physically, of managing their own affairs;

8.7.4 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

8.7.5 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming

Membership of the Charity);

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

8.7.7 is removed by resolution of the Members present and voting at a general meeting (but only if at least two Trustees will remain in office) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;

8.8 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.

9. TRUSTEES' PROCEEDINGS

9.1 A Trustee may call a meeting of the Trustees. Subject to that, the Trustees shall decide how their meetings are to be called, what notice is required and how they are to be held and organised (which for the avoidance of doubt may include fully or partially electronic meetings in line with the provisions set out elsewhere in these Articles). Trustees must hold at least three meetings each year.

9.2 A quorum at a meeting of the Trustees is four.

9.3 A meeting of the Trustees may be held either in person or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants.

9.4 The Chair or (if the Chair is unable or unwilling to do so) the Deputy Chair or (if the Deputy Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

9.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by a majority of the Trustees 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 on the date of the last signature.

9.6 Except for the Chair of the meeting, who has a casting vote, every Trustee has one vote on each issue.

9.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10. TRUSTEES' POWERS

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

- 10.1 To appoint (and remove) any person, who may, or may not, be a Member and a Trustee, to act as Secretary in accordance with the Companies Acts.
- 10.2 To appoint a Chair, Deputy Chair, Treasurer and other honorary officers from among their number.
- 10.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported regularly to the Trustees.
- 10.4 To make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy.
- 10.5 To make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees.
- 10.6 To make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any).
- 10.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 10.8 To exercise any powers of the Charity which are not reserved to a meeting of the Members.

11. BENEFITS TO MEMBERS AND TRUSTEES

- 11.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members, but Members may:
 - 11.1.1 be paid interest at a reasonable rate on money lent to the Charity;
 - 11.1.2 be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 11.1.3 if they are also beneficiaries, receive charitable benefits in that capacity.
- 11.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
 - 11.2.1 as mentioned in articles 5.7 (Indemnity Insurance), 11.1.1 (interest), 11.1.2 (rent), 11.1.3 (charitable benefits) or 11.3 (contractual payments);
 - 11.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the

- administration of the Charity;
- 11.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- 11.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
- 11.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 11.3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit if:
 - 11.3.1 the goods or services are actually required by the Charity;
 - 11.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 11.5; and
 - 11.3.3 no more than half of the Trustees are interested in such a contract in any financial year.
- 11.4 Whenever a Trustee has a personal interest in a matter falling within articles 11.1, 11.2 or 11.3 which is to be discussed at a meeting of the Trustees or a committee, they must comply with the procedure in article 11.5.
- 11.5 Where this article applies, a Trustee must:
 - 11.5.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 11.5.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 11.5.3 not be counted in the quorum for that part of the meeting; and
 - 11.5.4 have no vote on the matter and be absent during the vote if so requested by the other Trustees.
- 11.6 This article may not be amended without the written consent of the Commission in advance.

12. CONFLICTS OF INTEREST

- 12.1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees or a committee, a Conflicted Trustee must comply with the procedure set out in article 11.5.
- 12.2 Subject to article 11, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to:
 - 12.2.1 authorise that matter; or
 - 12.2.2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter.
- 12.3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in article 11.5.

13. RECORDS AND ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 13.1.1 annual returns;
 - 13.1.2 annual reports; and
 - 13.1.3 annual statements of account.
- 13.2 The Trustees must keep proper records of:
 - 13.2.1 all proceedings at Member meetings;
 - 13.2.2 all proceedings at meetings of the Trustees;
 - 13.2.3 all reports of committees; and
 - 13.2.4 all professional advice obtained.
- 13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

14. NOTICES

- 14.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by the Charity.
- 14.2 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.
- 14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 14.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 14.3.2 two clear days after being sent by first class post to that address;
 - 14.3.3 three clear days after being sent by second class or overseas post to that address;
 - 14.3.4 on the date of publication of a newspaper containing the notice;
 - 14.3.5 on being handed to the Member personally; or, if earlier,
 - 14.3.6 as soon as the Member acknowledges actual receipt.
- 14.4 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.

15. DISSOLUTION

- 15.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
 - 15.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 15.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - 15.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 15.2 A final report and statement of account must be sent to the Commission.

16. INTERPRETATION

In the Memorandum and in the Articles, unless the context indicates another meaning:

‘Annual Trustees’ Meeting’ means an annual meeting of the Trustees;

‘the Articles’ means the Charity’s articles of association;

‘Chair’ means the chair of the Trustees;

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

‘the Charities Act’ means the Charities Act 2011;

‘Charity Trustee’ has the meaning prescribed by section 177 of the Charities Act;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commission for England and Wales;

‘the Companies Acts’ means the Companies Acts (as defined in section 2 of the Companies Act 2006);

‘Conflict of Interest’ includes a conflict of interest and duty and a conflict of duties;

‘Conflicted Trustee’ means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

‘Connected Person’ means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any Firm of which a Trustee is a Member, director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital;

‘Deputy Chair’ means the deputy chair of the Trustees;

‘electronic platform’ includes but is not limited to, website addresses and conference call systems

‘financial year’ means the Charity’s financial year;

‘Firm’ includes a limited liability partnership and company;

‘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;

‘Material Benefit’ means a benefit which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to company Membership of the Charity;

‘Memorandum’ means the Charity’s Memorandum of Association;

‘month’ means calendar month;

‘the Objects’ means the Objects of the Charity as defined in article 4;

‘present’ means for the purposes of general meetings present in person or present by electronic means (and references to persons present by electronic means is defined as attendance at general meetings via the electronic platform(s) stated in the notice of such meeting)

‘Secretary’ means the company secretary of the Charity;

‘Taxable Trading’ means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors;

‘Unconflicted Trustee’ means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message or in electronic format;

‘year’ means calendar year.

- 16.1 Expressions defined in the Companies Acts have the same meaning.
- 16.2 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.