

The Retreat York

Company Number 04325622

Resolution passed at a general meeting

Passed on 24 November 2016 at 3 00pm

TUESDAY



A26 *A5KRTG41* 29/11/2016 #83
COMPANIES HOUSE

At a general meeting of the Company duly convened and held at the Company's registered office on 24 November 2016 at 3pm, the following resolution was duly passed as a special resolution

To amend the Company's articles of association as set out in the amended version produced to the members.

Signed

John C. Miles
24 November 2016

Dr John Collingwood Miles

Director and Chair of Members

Jennifer C. Barraclough

Jennifer Claire Barraclough

Chair of Directors

Shirley Towns
deputy clerk

June V. Orange
De Nune
David Haining
Jane Mans
Mike Wash

Mel
JSW
Catherine Waters
Liz - SL -
Ann M...
Liz Mac *Asst Clerk*
Sue Proctor
...
Peter H. P...
Sally...
Denise...
Rosemary F...



COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

THE RETREAT YORK

1 INTERPRETATION

In these Articles

1.1 the following words will have the following meanings -

"Act" means the Companies Act 2006

"Britain Yearly Meeting": means the charity registered with the Charity Commission as 'Britain Yearly Meeting of the Religious Society of Friends (Quakers) under charity number 1127633 with the contact address of Religious Society of Friends, Friends House, 173-177 Euston Road, London, NW1 2BJ

"Charities Act". means the Charities Act 2011

"Charity Commission" means the Charity Commission for England and Wales

"Clerk" means the person appointed as the chair of the Directors and, in respect of the Members, having the role and responsibilities set out in Article 13 and, in respect of Directors' meetings, having the role and responsibilities set out in Article 18

"Connected Person" means any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director, or
- (b) the spouse or civil partner of any person in (a), or
- (c) any person who carries on business in partnership with a Director or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together, or
- (e) a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article

"Deputy Clerk" means the person appointed as the deputy chair of Directors and, in respect of the Members, having the role and responsibilities set out in Article 13 and in respect of Directors' meetings, having the role and responsibilities set out in Article 18

"Directors" means the directors of the Company, the majority of whom must be Friends. The Directors are charity trustees as defined in the Charities Act.

"electronic form and electronic means": have the meaning given to such terms in section 1168 of the Act

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

"Meeting for Sufferings" the standing representative body entrusted with the care of the business of Britain Yearly Meeting

"Members" means the members of the Company admitted from time to time in accordance with these Articles, the majority of whom must be Friends "Objects": means the objects of the Company as set out in Article 4

"Nominations Committee": the committee to be appointed as set out in Article 15 and having the responsibilities set out in such Article

"Quakers in Yorkshire": means the charity registered with the Charity Commission under charity number 1139514 and having the contact address of c/o Barbara Jean Windle, 13A York Street, Dunnington, York, YO19 5PN

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

"United Kingdom" means Great Britain and Northern Ireland

"writing": means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1 2 Unless the context otherwise requires, words or expressions contained in these Articles will bear the same meaning as in the Act or any statutory modification re-enactment or replacement of it in force from time to time
- 1 3 Any reference to any legislation includes its sub-ordinate legislation It also includes that legislation (and its sub-ordinate legislation) as modified, re-enacted or replaced
- 1 4 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles")

2 COMPANY NAME

The name of the Company is "The Retreat York"

3 REGISTERED OFFICE

The registered office of the Company will be situated in England

4 OBJECTS

The Objects for which the Company is established are.

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

5 POWERS

In furtherance of the Objects but not further or otherwise the Company will have the following powers (provided that in case the Company will take or hold any property subject to the jurisdiction of the Charity Commission, the Company will not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law)

5 1 To acquire the premises (described in the schedule to a conveyance to be executed between Friends Trusts Limited of the first part and the Company of the other part) and the undertakings and other assets of the unincorporated charitable association known as The Retreat, York and to carry on, conduct, maintain and equip that hospital

5 2 To purchase, take on lease, or in exchange, hire or otherwise acquire or hold any real or personal property, and any rights or privileges for the

promotion of its Objects or any of them and to maintain and equip such property for use

- 5 3 Subject to compliance with Article 6, to establish and support or aid in the establishment and support of any charitable trusts, associations or institutions connected with the purposes of the Company or to further its Objects
- 5 4 Subject to approval being given by way of special resolution as set out in Article 13 1 3 , to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity
- 5 5 To undertake and execute any charitable trusts which may lawfully be undertaken by the Company in furtherance of its Objects
- 5 6 To invest the money of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject to the provisions of the Articles
- 5 7 Subject to such consent as may be required by law to mortgage or charge all or any of the property of the Company for the purpose of securing, or further securing, any mortgage debt or debts now or in the future charged upon any property of the Company, with a view to the furtherance of its Objects
- 5 8 Subject to such consent as may be required by law, to sell, improve, manage, develop, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company with a view to the promotion of its Objects
- 5 9 To borrow or raise money for the purpose of the Company upon such terms and upon such security as may be deemed expedient
- 5 10 Subject to Article 6 below to employ such staff, who will not be trustees of the Company, as are necessary for the proper pursuit of the Objects

and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants

5 11 To provide indemnity insurance to cover the liability of the Directors

5 11 1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company, and

5 11 2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986

5 12 Any such insurance in the case of Article 5 11 shall not extend to

5 12.1 any liability resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or which the Directors did not care whether it was in the best interest of the Company or not;

5 12 2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty of wilful or reckless misconduct of the Directors, and

5 12 3 any liability to pay a fine

5 13 Any insurance in the case of Article 5 11 shall not extend to any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

5 14 To do all such other things as are incidental or conducive to the attainment of the Objects

6 COMPANY'S INCOME AND PROPERTY

6.1 The income and property of the Company will be applied solely towards the promotion of the Objects as set out in and in accordance with the Articles of Association

6.2 No portion of that income and property will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to Members of the Company This shall not prevent any payment in good faith by the Company of

6.2.1 a benefit to any Member in the capacity of a beneficiary of the Company, or

6.2.2 any payment to a Member which is permitted as a payment to a Director under Article 6.3

6.3 No Director or Connected Person will be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company, save that the Company will not be prevented from making payment in good faith

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

6.3.1.1 of reasonable and proper remuneration to any officer or servant of the Company who is not a Director for any services rendered to the Company, provided that the Directors consider all their

charitable and legal obligations and the relevant guidance from the Charity Commission,

6 3 1.2 of interest at a rate not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Directors on money lent,

6 3 1.3 of reasonable and proper rent for premises demised or let by any Director or Connected Person,

6 3 1.4 to any Director or Connected Person for reasonable out of pocket expenses properly incurred when acting on behalf of the Company, and

6 3 1.5 of fees, remuneration or other benefit in money or money's worth to a company of which a Director or Connected Person holds not more than a 1/100th part of the issued share capital of such company, or

6 3 2 of any premium in respect of any indemnity insurance purchased by the Company in accordance with section 189 of the Charities Act, or

6 3 3 to a Director of any payment under an indemnity from the Company as set out in Articles 5 11 to 5 13 and 22

7 MEMBERS' LIABILITY AND CONTRIBUTION

7 1 The liability of the Members is limited

7 2 Each Member undertakes to contribute to the assets of the Company, in the event of it being wound up during the time that he/she is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he/she ceases to be a Member, and of the costs, charges and expenses of winding-up the

same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1

8 ACCOUNTS

8.1 The Directors will cause proper books of accounts to be kept with respect to

8.1.1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place,

8.1.2 all sales and purchases of goods by the Company; and

8.1.3 the assets and liabilities of the Company

8.2 Proper books of accounts will not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions

8.3 The books of accounts will be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Directors think fit, and will always be open to the inspection of the Directors

8.4 The Directors will from time to time in accordance with the Act cause to be prepared and to be laid before the Company in Annual General Meeting of the Company such profit and loss accounts, balance sheets and reports as are referred to in the Act

8.5 A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Company in general meeting of the Company, together with a copy of the auditors' report, will not less than twenty one days before the date of the general meeting of the Company be sent to every Member

8.6 Without prejudice to Articles 8.1 to 8.5

- 8 6 1 true accounts will be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company,
- 8 6 2 subject to any reasonable restrictions as to the time and manner of inspecting the accounts that may be imposed in accordance with the regulations of the Company for the time being, the accounts will be open to the inspection of the Members; and
- 8 6 3 once at least in every year the accounts of the Company will be examined and the correctness of the balance sheet ascertained by the auditors.

9 DISSOLUTIONS

If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but will be given or transferred to Britain Yearly Meeting for such charitable object or objects as Britain Yearly Meeting shall decide

10 MEMBERS

- 10 1 The Directors from time to time shall be the Members of the Company.
- 10 2 A Director shall become a Member on becoming a Director
- 10 3 Membership is not transferable
- 10 4 The Directors may establish such classes of associate membership with such rights and obligations as they think fit (“Associates”) and may admit and remove such Associates in accordance with such regulations as the Directors shall make, provided that no such Associate shall be a Member for the purposes of the Articles or the Act

10 5 The Company shall maintain a register of Members and of Associates and any person ceasing to be a Member or an Associate shall be removed from such register

10 6 A Member shall cease to be a Member if they

10 6 1 cease to be a Director, or

10 6 2 die

11 GENERAL MEETINGS OF THE COMPANY

11 1 The Company will in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and will specify the meeting as such in the notices calling it Not more than fifteen months will elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting of the Company will be held at such time and place as the Directors will appoint

11 2 All general meetings other than Annual General Meetings of the Company will be called Extraordinary General Meetings of the Company The Directors may, whenever they think fit, convene an Extraordinary General Meeting of the Company

11 3 Under section 304 of the Act, Extraordinary General Meetings of the Company must be convened by the Directors on the requisition of Members made under section 303 of the Act, or, in default, may be convened by the Members themselves under section 305 of the Act.

12 NOTICE OF GENERAL MEETINGS OF THE COMPANY

12 1 An Annual General Meeting of the Company and/or a general meeting of the Company called for the passing of a special resolution will be

called by at least twenty eight days' notice in writing. The notice shall be given to all Members and to the Directors and auditors

12.2 A general meeting of the Company other than an Annual General Meeting or a general meeting for the passing of an ordinary resolution will be called by at least fourteen days' notice in writing.

12.3 The notice under Article 12.1 or Article 12.2 will be exclusive of the day on which it is served, and of the day for which it is given, and will specify the place, the day and the hour of the general meeting and, in case of special business, the general nature of that business

12.4 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice will not invalidate the proceedings at that general meeting

13 PROCEEDINGS AT GENERAL MEETINGS

13.1 All business will be deemed ordinary that is transacted at an Extraordinary General Meeting of the Company, and also all that is transacted at an Annual General Meeting of the Company, with the exception of

13.1.1 an amendment of these Articles of Association;

13.1.2 a change of name;

13.1.3 the consideration of the accounts, balance sheets and the reports of the Directors and auditors, the acquiring of, merger with, or entry into any partnership or joint venture arrangement with any other charity

13.1.4 the ratification of appointment of Directors in the place of those retiring (and if the Members do not ratify such appointment, the

Director in question shall be required to vacate office upon immediate notice),

13 1 5 any other matter required to be passed as a special resolution by the Act; and

13 1 6 any other matter unanimously resolved by the Members to require a special resolution

13 2 No business will be transacted at any general meeting of the Company unless a quorum of Members is present at the time when the general meeting proceeds to business Save as is otherwise provided by these Articles, at least the majority of Members being present in person and being entitled to vote upon the business to be conducted at such general meeting will be a quorum (provided that if there are five or fewer Members present, at least one must be a Friend, and if there are six or more Members present, the majority present must be Friends)

13 3 If within half an hour from the time appointed for the general meeting of the Company a quorum is not present, the general meeting

13 3 1 if convened upon the requisition of or by the Members as set out in Article 11 3 , will be dissolved, and

13 3 2 in any other case will stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Members present may determine

13 4 If at any general meeting the Clerk is not present within five minutes after the time appointed for holding the meeting the Deputy Clerk will be Clerk for the general meeting If neither the Clerk nor the Deputy Clerk are present within five minutes of the time appointed for the holding of the general meeting the Members present shall elect one of their number to be Clerk for that general meeting.



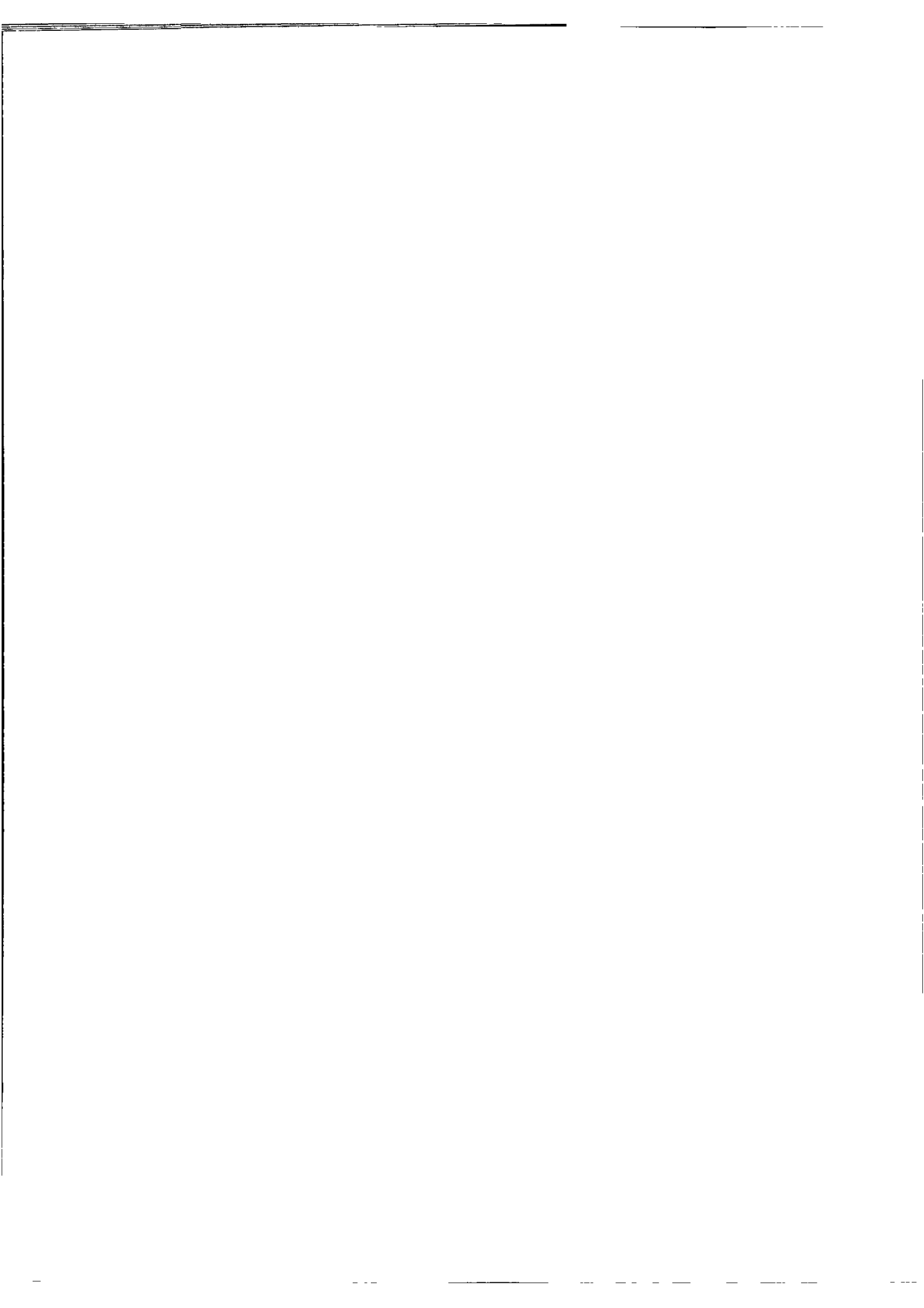
13 5 The Clerk may, with the consent of any general meeting at which a quorum is present (and will if so directed by the meeting) adjourn the general meeting from time to time and from place to place but no business will be transacted at any adjourned general meeting other than the business left unfinished at the general meeting from which the adjournment took place. When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting will be given as in the case of an original general meeting. Save as set out in this Article 13 5 it will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.

13 6 At any general meeting of the Company a resolution submitted to the general meeting will be put to the general meeting by the Clerk and his/her decision as to the wishes or the sense of the general meeting will be conclusive unless on his/her giving his/her decision it shall be challenged by not less than three of the Members present at the general meeting. In normal circumstances the general meeting will observe the current practice of the Religious Society of Friends whereby a minute is drawn up in the presence of the general meeting once the sense of the meeting is clear. Every resolution submitted to a meeting on which the decision of the Clerk as to the wishes or sense of the meeting shall be challenged as set out above shall be put to the vote of the meeting or shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

13 6 1 by the Clerk, or

13 6 2 by at least three Members present

13 7 Unless a poll is demanded, a declaration by the Clerk that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company will be



conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against each resolution
The demand for a poll may be withdrawn

13 8 Except as provided in Article 13 6 , if a poll is demanded it will be taken in such manner as the Clerk directs, and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded

13 9 Every Member will have one vote

13 10 In the case of an equality of votes, whether on a show of hands or on a poll, the Clerk (or such other person as set out in Article 13 4) will be entitled to a second or casting vote

13 11 A poll demanded in accordance with Article 13 8 on a question of adjournment, will be taken immediately A poll demanded on any other question in accordance with Article 13 9 will be taken at such time as the Clerk directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll

14 Written Resolutions

14 1 The following applies in respect of written resolutions of Members

14 1 1 subject to Article 14 1 2 , a written resolution of Members passed in accordance with Part 13 of the Act is as valid and effectual as a resolution passed at a general meeting of the Company,

14.1 2 the following may not be passed as a written resolution and may only be passed at general meetings

14 1 2 1 a resolution under section 168 of the Act for the removal of a Director before the expiration of his/her period of office, and

14 1 2 2 a resolution under section 510 of the Act for the removal of an auditor before the expiration of his/her period of office.

14 2 A written resolution is passed

14 2 1 as an ordinary resolution if it is passed by a simple majority of the eligible Members provided always that a majority of such number are Friends, or

14 2 2 as a special resolution if it is passed by Members representing not less than 75% of the eligible Members A written resolution is not a special resolution unless it states that it was proposed as a special resolution

14 3 Where a resolution is proposed as a written resolution of the Company, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution

14 4 Any written resolution of the Members shall be passed as an ordinary resolution unless it concerns one or more of the matters listed in Article 13 1 1 to 13 1 6 in which case it must be passed as a special resolution

14 5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse

14 6 A Member signifies their agreement to a proposed written resolution when the Company receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution A Member's agreement to a proposed written resolution, once signified, cannot be revoked For these purposes

14 6 1 if the document is sent to the Company in hard copy form, it is authenticated if it bears the signature of the person sending it; and

14 6 2 if the document is sent to the Company in electronic form, it is authenticated if the identity of the sender is confirmed in a manner

specified by the Company or, where no such manner has been specified by the Company, if it is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement

14.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it

14.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date

14.9 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act

14.10 The Members may require the Company to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act

15 NOMINATIONS COMMITTEE

15.1 The Members will on the recommendation of either Meeting for Sufferings or Quakers in Yorkshire appoint three Friends who are not Directors to serve on the Nominations Committee

15.2 The Directors will appoint three of their number to serve on the Nominations Committee

15.3 The function of the Nominations Committee will be to

15.3.1 recommend to the Directors individuals who the Nominations Committee considers to be suitable to serve as Directors and they will be entitled to recommend Friends and non-Friends as Directors, subject to there always being more Friends Directors than non-Friends Directors, and

15 3 2 provide the recommendations for individuals who the Nominations Committee considers suitable for other roles as requested by Directors

15 4 Each member of the Nominations Committee has one vote

16 DIRECTORS

16 1 The maximum number of Directors will be eleven and the minimum number of Directors will be three, subject to there always being more Friends Directors than non-Friends Directors

16 2 Recommendations by the Nominations Committee will be considered by the Directors and any appointments made unanimously at a board meeting, and regulation 17(1) of the Model Articles is dis-applied

16 3 Subject to the provisions of Article 16 4 the following applies in respect of appointment and re-appointment of any person as a Director

16 3 1 no Director (other than the Clerk), whether appointed before or after the adoption of these Articles, who has served for a continuous period of eight years will be eligible for re-appointment until at least one year has elapsed,

16 3 2 any Director will (subject to Article 16.3 1) be appointed for a period of four years and will be eligible for re-appointment for a further four years,

16 3 3 any Clerk who has served as a Director for a continuous period of eight years will (subject to Article 16 3 4 and 16 4 6) be eligible for re-appointment for a further four years, and

16 3 4 no Clerk, whether appointed before or after the adoption of these Articles, who has served as Director for a continuous period of twelve years will be eligible for re-appointment until at least one year has elapsed

16 4 The appointment of a person as a Director will cease automatically if

16 4 1 the Director ceases to be a Director by virtue of any provision in the Act or is prohibited by law from being a Director,

16 4 2 the Director is disqualified from acting as a charity trustee by virtue of the Charities Act,

16 4 3 the Director becomes bankrupt or makes any arrangement or composition with his/her creditors generally,

16 4 4 the Director becomes a patient under the Mental Health Act 1983 or in the written opinion of a registered medical practitioner who is treating the Director, has become physically or mentally incapable of acting as a Director and may remain so for more than three months,

16 4 5 the Director is absent from all the meetings of Directors held within a period of twelve consecutive months, without the permission of the other Directors, and the other Directors resolve that his or her office be vacated,

16 4 6 the Director resigns his/her position as Director by notice in writing to the Company,

16 4 7 a resolution to remove the Director is passed at a general meeting of the Company, or

16 4 8 an expiry of the time period referred to in Article 16 3 2 or 16 3 4 .

17 POWERS OF DIRECTORS

17 1 The general control, direction and conduct of the Company's business will be vested in the Directors who, in addition to the powers and authorities by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company which are not by these Articles or by

statute expressly directed or required to be exercised or done in general meeting of the Company

17 2 Without prejudice to the general powers conferred by Article 17 1 the Directors will additionally have the following powers

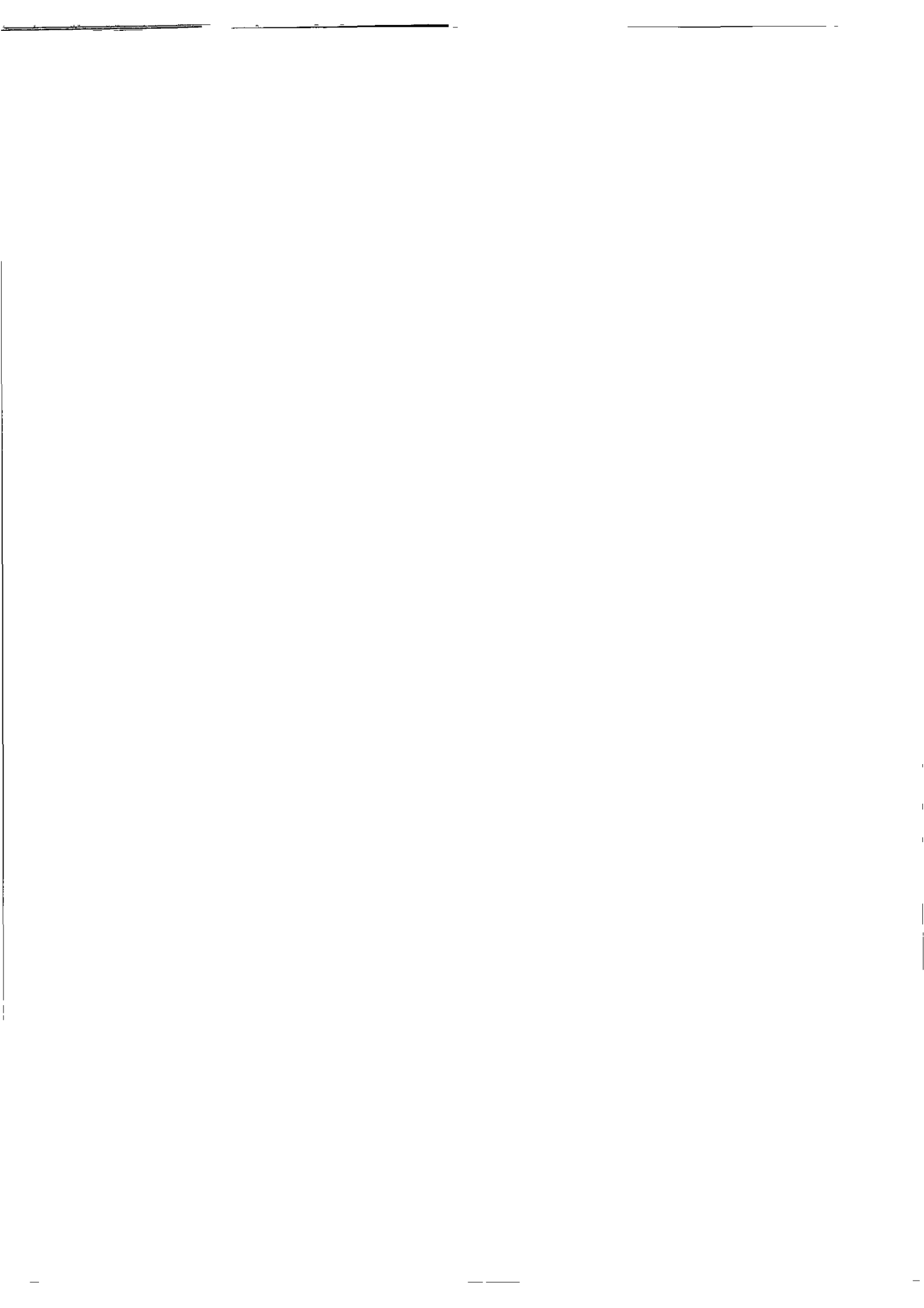
17 2 1 To purchase, take on lease, or otherwise acquire and to sell, mortgage, lease or otherwise dispose of or deal with any land, real estate, or other property, rights, or privileges which the Company is authorised to acquire, dispose of, or deal with, at such price and generally on such terms and conditions as they may think fit,

17 2 2 At their discretion to pay for any such land, real estate or other property or rights acquired by or services rendered to the Company, either wholly or partially in cash, or in bonds, debentures, or other securities of the Company,

17 2 3 To borrow money, and to mortgage or charge the undertaking and property of the Company, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any other charitable body,

17 2 4 To appoint and, at their discretion, remove or suspend as they may from time to time think fit, and invest with such powers as they may think expedient and determine the duties and fix the salaries or emoluments of the Chief Executive Officer and, other senior members of staff,

17 2 5 To appoint committees the composition of which will consist of at least one Director and the chairmanship of which will always vest in a Director, and to entrust to them the management or control of particular aspects or departments of the Company's business, or such other matters as the Directors think fit, save that any



committee so appointed will report back to the Directors on its activities as soon as reasonably practicable,

17 2 6 To appoint any person or company to accept and hold on trust for the Company any property belonging to the Company or in which it is interested, and to execute and do all such deeds and things as are from time to time required to vest such property in such person or company,

17 2 7 To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claim or demands by or against the Company and to refer any claims or demands by or against the Company to arbitration, and observe and perform the awards,

17 2 8 To give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company, and to act on behalf of the Company in all matters relating to bankrupts and insolvents,

17 2 9 Subject as provided by these Articles, to invest any of the money of the Company not immediately required for expenditure upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments,

17 2 10 To make such arrangements as they will think fit with the trustees or managers of any other funds which are devoted to objects wholly or broadly similar to those of the Company for the taking over, managing or otherwise dealing with such funds,

17 2 11 From time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and

servants, provided always that no such by-law will amount to such an alteration of or addition to the Articles as may only validly be effected by special resolution, and

17 2 12 To enter into all such negotiations and contracts, and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters set out in these Articles or otherwise for the purposes of the Company

17 3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors will from time to time by resolution determine

17 4 The Directors will cause minutes to be made in books provided for the purpose

17 4 1 of all appointments of officers made by the Directors,

17 4 2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors, and

17 4 3 of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors and every Director present at any meeting of Directors or committee of Directors will sign his/her name in a book to be kept for that purpose

Conflicts of Interest

17 5 Under section 177 of the Act

17 5 1 unless the exceptions under sections 177(5) or (6) of the Act apply, if a Director is in any way, directly or indirectly, interested in a

proposed transaction or arrangement with the Company, he or she must declare the nature and extent of his/her interest to the other Directors,

17 5 2 if the declaration of interest proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under section 177 of the Act, and

17 5 3 any such declaration must be made before the Company enters into the transaction or arrangement

17 6 Under section 182 of the Act

17 6 1 unless to exceptions under section 182(5) or (6) of the Act apply, if a director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company, he or she must declare the nature and extent of the interest to the other Directors as soon as reasonably practicable; and

17 6 2 if any such declaration proves to be, or becomes inaccurate or incomplete, a further declaration must be made as soon as reasonably practicable.

17 7 Any Director that has declared an interest under Article 17 5 or Article 17 6 in a manner required by the Act, will not take part at any meeting of the Directors at which such contract is to be discussed or considered for ratification or rejection

18 PROCEEDINGS OF DIRECTORS AND CLERK

18 1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, save that the Directors will meet at least four times each year Meetings of the board for interim decision-making may be by electronic means, using the same notice period, procedural rules and quorum as for other meetings

18 2 Questions arising at any meeting will be put to the meeting by the Clerk and his/her decision as to the wishes or the sense of the meeting will be conclusive unless on his/her giving his/her decision it shall be challenged by not less than three of the Directors present at the meeting Every question submitted to a meeting on which the decision of the Clerk as to the wishes or sense of the meeting has been challenged will be determined by the majority of votes of the Directors present In the case of equality of votes the Clerk will have a casting vote whether he/she has or has not voted previously on the same question but no Director will in any other circumstances give more than one vote

18 3 A majority of Directors may, and the Secretary on the requisition of a majority of the Directors, will, at any time summon a meeting of the Directors

18 4 Unless otherwise determined by the Directors, if there are five or fewer Directors, three Directors will be a quorum, of whom one must be a Friend If there are six or more Directors, five Directors will be a quorum, the majority of whom must be Friends. If a meeting is not quorate, no proposal is to be voted upon except a proposal to call another meeting.

18 5 The Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of summoning a general meeting of the Company but for no other purpose

18 5.1 The Directors will annually appoint from the Friends Directors a Clerk and Deputy Clerk (provided that there are two Friends Directors in place, and if not, then at least the Clerk must be a Friend) If at any meeting the Clerk is not present within five minutes after the time appointed for holding the meeting the

Deputy Clerk will be the Clerk for that meeting. If neither the Clerk nor the Deputy Clerk are present within five minutes of the time appointed for the holding of the meeting, the Directors present may choose one of their number to be Clerk of the meeting who need not be, but may be, a Friend, provided that the meeting is quorate under Article 18.4

18.6 Without prejudice to their powers under Article 17.2.5 the Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. A committee formed pursuant to this Article or to Article 17.2.5 will in the exercise of its powers, conform to any regulations that may be imposed on it by the Directors. Such committee will elect a chair of its meetings, but if at any meeting such chair is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chair of the meeting.

18.7 A committee may meet and adjourn as it thinks proper.

18.8 All acts done at any meeting of the Directors or of a committee of Directors, or by any person acting as a Director will, notwithstanding that it is discovered afterwards that there was some defect in the appointment of such Directors or persons acting as a Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

18.9 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors will be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held.

19 SECRETARY

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

20 AUDIT

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

21 RECORDS, ANNUAL REPORTS, ACCOUNTS AND ANNUAL RETURNS

21.1 The Directors shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts, and the preparation and transmission to the Registrar of Companies and the Charity Commission of

- (a) annual reports,
- (b) annual returns, and
- (c) annual statements of account

21.2 Accounting records relating to the Company must be made available for inspection by any Directors at any reasonable time during normal office hours

21.3 A copy of the Company's latest statement of account shall be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs of fulfilling the request, within two months of such request

22 INDEMNITY

22.1 Subject to the provisions of the Act every Director or other officer or former Director or officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in that capacity

22.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly

23 NOTICES

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