

File Copy



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **9981080**

The Registrar of Companies for England and Wales, hereby certifies that

UNIVERSITY HOSPITALS COVENTRY AND WARWICKSHIRE
CHARITY

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **1st February 2016**



N09981080M

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 01/02/2016



X4ZSW9SY

*Company Name
in full:*

UNIVERSITY HOSPITALS COVENTRY AND WARWICKSHIRE CHARITY

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**UNIVERSITY HOSPITAL CLIFFORD BRIDGE ROAD
COVENTRY
UNITED KINGDOM
CV2 2DX**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): **MR DAVID**

Surname: **ELTRINGHAM**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1969** Nationality: **BRITISH**

Occupation: **CHIEF OPERATING OFFICER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**
Full forename(s): **MR ANDREW**

Surname: **MEEHAN**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1955** Nationality: **BRITISH**

Occupation: **CHAIRMAN**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full forename(s): MR IAN

Surname: BUCKLEY

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/01/1950 *Nationality:* BRITISH

Occupation: NON-EXECUTIVE DIRECTOR

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full forename(s): MR MARK

Surname: RADFORD

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/02/1973 *Nationality:* BRITISH

Occupation: CHIEF NURSING OFFICER

The subscribers confirm that the person named has consented to act as a director.

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: DAVID ELTRINGHAM

Address: UNIVERSITY HOSPITAL CLIFFORD BRIDGE *Amount Guaranteed:* **£1.00**
ROAD
COVENTRY
UNITED KINGDOM
CV2 2DX

Name: ANDREW MEEHAN

Address: UNIVERSITY HOSPITAL CLIFFORD BRIDGE *Amount Guaranteed:* **£1.00**
ROAD
COVENTRY
UNITED KINGDOM
CV2 2DX

Name: IAN BUCKLEY

Address: UNIVERSITY HOSPITAL CLIFFORD BRIDGE *Amount Guaranteed:* **£1.00**
ROAD
COVENTRY
UNITED KINGDOM
CV2 2DX

Name: MARK RADFORD

Address: UNIVERSITY HOSPITAL CLIFFORD BRIDGE *Amount Guaranteed:* **£1.00**
ROAD
COVENTRY
UNITED KINGDOM
CV2 2DX

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION
OF**

UNIVERSITY HOSPITALS COVENTRY AND WARWICKSHIRE CHARITY

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

David Eltringham

Andrew Meehan

Ian Buckley

Mark Radford

Dated: 29 January 2016

**University Hospitals Coventry and Warwickshire
Charity**

Articles of Association

Company Limited by Guarantee

Charity Law Association Model (amended) 3rd Edition

COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

Of

UNIVERSITY HOSPITALS COVENTRY AND WARWICKSHIRE CHARITY

1 OBJECTS

- 1.1 The Objects of the Charity are to further such charitable purposes relating to:
- 1.1.1 the services or activities (including education and research) of University Hospitals Coventry and Warwickshire NHS Trust; or
 - 1.1.2 the wider National Health Service (directly or indirectly) associated with the communities served by University Hospitals Coventry and Warwickshire NHS Trust as the Trustees think fit.
- 1.2 Article 1.1 may be amended by special resolution but only with the prior written consent of the Commission.

2 POWERS

- 2.1 The Charity has the power to do anything which is calculated to further or promote its Objects or is conducive or incidental to doing so. In particular, the Charity shall have the power:
- 2.2 to hold, administer and apply any property raised by University Hospitals Coventry and Warwickshire NHS Trust;
 - 2.3 to provide grants;
 - 2.4 to engage in activities (including public appeals or collections, competitions, entertainments, bazaars, sales of produce or other goods (but not by means of taxable trading and other similar activities) intended to stimulate the giving (whether on trust or otherwise) of money or other property to assist the University Hospitals Coventry and Warwickshire NHS Trust or improving any

services or any facilities or accommodation which is or are, or will be, provided as part of the health service;

- 2.5 to provide advice or information;
- 2.6 to carry out research;
- 2.7 to co-operate with other bodies;
- 2.8 to support, administer or set up other charities;
- 2.9 to accept gifts and to raise funds (but not by means of taxable trading);
- 2.10 to borrow money;
- 2.11 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.12 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 2.13 to sell, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.14 to set aside funds for special purposes or as reserves against future expenditure;
- 2.15 to acquire, merge with or to enter into partnership or joint venture arrangement with any other charity;
- 2.16 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);
- 2.17 to delegate the management of investments to a financial expert, but only on terms that:
 - 2.17.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 2.17.2 timely reports of all transactions are provided to the Trustees;
 - 2.17.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.17.5 the investment policy and the delegation arrangement are reviewed at least once a year;

- 2.17.6 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
- 2.17.7 the financial expert must not do anything outside the powers of the Charity;
- 2.18 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;
- 2.19 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;
- 2.20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.21 subject to Article 10.2, to employ and remunerate such staff, agents or advisers as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 10;
- 2.22 to enter into contracts to provide services to or on behalf of other bodies;
- 2.23 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 2.24 to establish or acquire subsidiary companies; and
- 2.25 to do anything else within the law which promotes or helps to promote the Objects.

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The subscribers to the Memorandum (being the first Members) are also the First Trustees. Subsequent Trustees may be appointed in accordance with Article 4.
- 3.3 The Trustees when complete consist of up to a maximum of 9 persons who, being individuals, are over the age of 18, all of whom must support the Objects.

3.4 A Trustee may not appoint an alternative trustee or anyone else to act on his/her behalf at meetings of the Trustees.

4 APPOINTMENT OF TRUSTEES

4.1 Subject to Article 4.2, Trustees may be appointed to be a Trustee:

4.1.1 by ordinary resolution of the Members; or

4.1.2 by a simple majority of all the Trustees to attend and vote at any meeting of the Trustees.

4.2 University Hospitals Coventry and Warwickshire NHS Trust reserves the right to appoint up to 4 persons to be a Trustee of the Charity at any one time. Appointment of such persons as a Trustee must be notified to and ratified by the existing Trustees.

4.3 A Trustee may not act as a Trustee unless:

4.3.1 he/she is a Member; and

4.3.2 he/she has signed a written declaration of willingness to act as a charity trustee of the Charity.

4.4 The Trustees shall appoint one of their number to be the Chairman. The first Chairman shall be the First Trustee that is notified to the Commission as chair and recorded as first chair on the public register of charities.

4.5 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.

5 REMOVAL OF TRUSTEES

5.1 The Members may by ordinary resolution of which special notice has been given to the Charity in accordance with the Companies Act remove any Trustee before expiration of his or her period of office notwithstanding anything in the Articles or in any agreement between the Charity and that Trustee.

6 DISQUALIFICATION OR VACATION OF OFFICE OF TRUSTEE

6.1 A Trustee's term of office automatically terminates if he/she:

6.1.1 is disqualified under the Charities Act from acting as a charity trustee;

6.1.2 has, in the written opinion given to the Charity of a registered medical practitioner who is treating him/her, become

incapable, whether mentally or physically, of acting as Trustee and may remain so for more than three months;

- 6.1.3 becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- 6.1.4 is absent without leave from three (3) consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 6.1.5 resigns by written notice to the Trustees (but only if at least two (2) Trustees will remain in office);
- 6.1.6 is directly or indirectly interested in any contract with the Charity and fails to declare the nature of his / her interest as required by the Companies Act or the Articles and the Trustees resolve that his/her office be vacated;
- 6.1.7 engages in conduct which leads to the Trustees deciding to make a serious incident report to the Commission and the Trustees resolve that his/her office be vacated;
- 6.1.8 is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of the Charity and the Trustees resolve that his/her office be vacated;
- 6.1.9 ceases to be an employee of or otherwise engaged by University Hospitals Coventry and Warwickshire NHS Trust, where he/she was appointed pursuant to Article 4.2 and at the time of appointment was an employee or was engaged by University Hospitals Coventry and Warwickshire NHS Trust.

6.2 Where Article 6.1.9 applies, a Trustee's term of office will not automatically terminate if University Hospitals Coventry and Warwickshire NHS Trust notifies the Charity that the relevant Trustee shall remain in post.

7 RETIREMENT OF TRUSTEES

7.1 The first Trustees (including the first Chairman, as referred to in Article 4.4) shall retire at such date resolved by the Board at the first board meeting following incorporation, such date not to be less than two (2) years from the date of the first board meeting. All subsequent Trustees shall be appointed for a fixed term not exceeding three (3) years.

7.2 A retiring Trustee (including the Chairman) who is eligible under Article 3.2 may be reappointed in accordance with Article 4, but no Trustee shall remain a Trustee for more than nine consecutive years.

8 TRUSTEES' PROCEEDINGS

8.1 The Trustees must hold at least three (3) meetings each year.

8.2 A quorum at a meeting of the Trustees shall be three (3) Trustees or one third of the Trustees (if greater).

8.3 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.

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

8.5 Any 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.

8.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.

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

9 TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

9.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.

9.2 To appoint a Chairman and other honorary officers (as appropriate) from among their number.

9.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. All proceedings of committees must be reported promptly to the Trustees.

9.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.

- 9.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 9.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 9.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 9.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

10 BENEFITS AND CONFLICTS

- 10.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members. Subject to Article 10.2, Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other beneficiary of the Charity.
- 10.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 10.2.1 as mentioned in Article 10.1 or 10.3;
 - 10.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 10.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
 - 10.2.4 an indemnity in the circumstances specified in Article 19; or
 - 10.2.5 in exceptional cases, other payments of benefits (but only with written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 10.3 No Trustee or Connected Person may be employed by the Charity, except in accordance with Article 10.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- 10.3.1 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;
- 10.3.2 the nature and level of remuneration is not more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 10.4; and
- 10.3.3 no more than half of the Trustees are subject to such a contract in any financial year.
- 10.4 Subject to Article 10.7, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- 10.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
- 10.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
- 10.4.3 not be counted in the quorum for that part of the meeting; and
- 10.4.4 be absent during the vote and have no vote on the matter.
- 10.5 Any remuneration, compensation or allowances payable to a Trustee by virtue of his office in an NHS organisation shall not be treated as a material benefit for the purposes of these Articles, except where this is the subject of any resolution or proposed resolution.
- 10.6 A Trustee shall not be treated as having a material interest in any contract, proposed contract or other matter by reason only:
- 10.6.1 of that person's membership of a company or other body, if that person has no beneficial interest in any securities of that company or other body;
- 10.6.2 of an interest in any company, body or person with which that person is connected is so remote or insignificant that it cannot reasonably be regarded as likely to influence a Trustee in the consideration or discussion of or in voting on, any question with respect to that contract or matter.
- 10.7 Where a 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:

10.7.1 continue to participate in discussions leading to the making of a decision and/or to vote, or

10.7.2 disclose to a third party information confidential to the Charity, or

10.7.3 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

10.7.4 refrain from taking any step required to remove the conflict.

10.8 In Article 10.7, a Conflicted Trustee refers only to such a conflict which does not involve a material benefit (direct or indirect) to a Trustee or a Connected Person.

11 RECORDS AND ACCOUNTS

11.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act 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:

11.1.1 annual returns;

11.1.2 annual reports; and

11.1.3 annual statements of account.

11.2 The Trustees must also keep records of:

11.2.1 all proceedings at meetings of the Trustees;

11.2.2 all resolutions in writing;

11.2.3 all reports of committees; and

11.2.4 all professional advice obtained.

11.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

11.4 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 to any other person who makes a written request and pays the Charity's reasonable costs.

12 MEMBERSHIP

- 12.1 The Charity must maintain a register of Members.
- 12.2 The subscribers to the Memorandum are the first Members.
- 12.3 Membership is only open to Trustees and is terminated if the Member concerned ceases to be a Trustee.
- 12.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 12.5 Membership is not transferable.

13 TERMINATION OF MEMBERSHIP

- 13.1 Membership is terminated if:
 - 13.1.1 the Member dies or, if it is an organisation, ceases to exist;
 - 13.1.2 the Member resigns by written notice to the Charity;
 - 13.1.3 any sum due from the Member to the Charity is not paid in full within six months of falling due;
 - 13.1.4 the Member ceases to be a Trustee for any reason; or
 - 13.1.5 the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a Member from membership may only be passed if:
 - (a) the Member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
 - (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representation at the meeting.

14 GENERAL MEETINGS

- 14.1 A general meeting may be called by the Trustees at any time and may be held in person or by suitable electronic means.

- 14.2 A general meeting must be called within 21 days of the Members (being Trustees), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5 % of the membership.
- 14.3 The Members are entitled to attend general meetings in person or by proxy but only if appointment of the proxy is notified to the Charity before commencement of the meeting.

15 NOTICE OF GENERAL MEETINGS

- 15.1 General meetings are called on at least 14 clear days' written notice.
- 15.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 15.3 Subject to the provisions of the Articles, notice of general meetings shall be given to every Member and the auditor for the time being of the Charity and no other person shall be entitled to receive notice of general meetings.
- 15.4 The notice shall specify the place, the day and the time of the meeting, the general nature of the business to be transacted and a statement pursuant to the Companies Act informing the Member of his / her rights regarding proxies. If a special resolution is to be proposed, the notice shall set out the terms of the proposed special resolution.
- 15.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.
- 15.6 A Member present at any meeting of the Charity either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

16 PROCEEDINGS AT GENERAL MEETINGS

- 16.1 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three (3).
- 16.2 The chairman at a general meeting shall be the Chairman (being a Trustee and a Member) or, if not available, a person elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.

- 16.3 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 16.4 Every Member present in person or by proxy has one vote on each issue.
- 16.5 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 16.6 Members being Trustees must annually:
- 16.6.1 receive the accounts of the Charity for the previous **financial year**;
 - 16.6.2 receive a written report on the Charity's activities;
 - 16.6.3 be informed of the retirement of those Trustees who wish to retire;
 - 16.6.4 elect (if required to do so) Trustees to fill the vacancies arising; and
 - 16.6.5 appoint reporting accountants and auditors, as required, for the Charity.
- 17 **LIMITED LIABILITY**
- 17.1 The liability of Members is limited.
- 18 **GUARANTEE**
- 18.1 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:
- 18.1.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
 - 18.1.2 payment of the costs, charges and expenses of winding up; and
 - 18.1.3 the adjustment of rights of contributors among themselves.
- 19 **INDEMNITY**
- Subject to the provision of the Companies Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Charity (other than a

person (whether an officer or not) engaged by the Charity as auditor) may be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, provided that this Article shall not be deemed to provide for, or entitle, any such person to indemnification to the extent that it would cause this Article to be treated as void under the Companies Act.

20 COMMUNICATIONS

20.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

20.1.1 by hand;

20.1.2 by post; or

20.1.3 by suitable electronic means.

20.2 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.

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

20.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

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

20.3.3 three clear days after being sent by second class or overseas post to that address;

20.3.4 immediately on being handed to the recipient personally; or, if earlier;

20.3.5 as soon as the recipient acknowledges actual receipt.

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

21 DISSOLUTION

21.1 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:

- 21.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 21.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - 21.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 21.2 A final report and statement of account must be sent to the Commission.
- 21.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

22 INTERPRETATION

- 22.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 22.2 In the Articles, unless the context indicates another meaning:
- 22.3 **'the Articles'** means the Charity's Articles of Association and **'Article'** refers to a particular Article;
- 22.4 **'Chairman'** means the chairman of the Trustees, appointed by the Trustees from time to time;
- 22.5 **'the Charity'** means the company governed by the Articles;
- 22.6 **'the Charities Act'** means the Charities Acts 1992 to 2011;
- 22.7 **'charity trustee'** has the meaning prescribed by the Charities Act;
- 22.8 **'clear day'** does not include the day on which notice is given or the day of the meeting or other event;
- 22.9 **'the Commission'** means the Charity Commission for England and Wales or any body which replaces it;
- 22.10 **'the Companies Act'** means the Companies Acts 1985 to 2006;
- 22.11 **'Conflicted Trustee'** means 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;

- 22.12 **'Connected Person'** means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
- 22.13 **'constitution'** means the Memorandum and the Articles and any special resolutions relating to them;
- 22.14 **'custodian'** means a person or body who undertakes safe custody of assets or of documents or records relating to them;
- 22.15 **'electronic means'** refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
- 22.16 **'financial expert'** means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 22.17 **'financial year'** means the Charity's financial year;
- 22.18 **'firm'** includes a limited liability partnership;
- 22.19 **'First Trustee'** has the meaning given in Article 3.2;
- 22.20 **'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 act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 22.21 **'material benefit'** means a benefit, direct or indirect, which may not be financial but has a monetary value;
- 22.22 **'Member', 'Membership'** refers to company Membership of the Charity;
- 22.23 **'Memorandum'** means the Charity's Memorandum of Association;
- 22.24 **'month'** means calendar month;
- 22.25 **'nominee company'** means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

- 22.26 **'ordinary resolution'** means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
- 22.27 **'the Objects'** means the Objects of the Charity as defined in Article 1;
- 22.28 **'Resolution in writing'** means a written resolution of the Trustees;
- 22.29 **'Secretary'** means a company secretary;
- 22.30 **'special resolution'** means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;
- 22.31 **'taxable trading'** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
- 22.32 **'Trustee'** means a director of the Charity and **'Trustees'** means the directors;
- 22.33 **"University Hospitals Coventry and Warwickshire NHS Trust"** means the University Hospitals Coventry and Warwickshire NHS Trust or any statutory successor in title;
- 22.34 **'written'** or **'in writing'** refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
- 22.35 **'written resolution'** refers to an ordinary or a special resolution which is in writing; and
- 22.36 **'year'** means calendar year.
- 22.37 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 22.38 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.