

The Companies Act 2006

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

**ARTICLES OF ASSOCIATION
of
HAWTHORNE TRUST LIMITED**

NAME

1. The name of the Company is "Hawthorne Trust Limited".

INTERPRETATION

2. In these Articles:

References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.

The "Act" means the Companies Act 2006.

Unless the context otherwise requires, expressions defined in the Act shall have the meanings so defined.

The "Administrator" means the person appointed by the Directors as Administrator of the Company.

"The Commission" means The Commission for Accreditation of Christian Science Nursing Organizations/Facilities, Inc.

The "Charity Commission" means the Charity Commission for England and Wales or any body which replaces it.

The term "Church Manual" means The Manual of The Mother Church, that body of by-laws that governs the activities of the Christian Science church. Its by-laws address the Christian foundation of individual lives and church activity, as well as church structure and governance.

The term "Circulation Date" has the meaning prescribed to it by the Act.

The term "Conflicted Director" means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person stands to receive a benefit from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company.

The term "Connected Person" means, in relation to a Director, a person connected with a Director within the meaning of the Act or a person connected with a charity trustee within the meaning of the Charities Act 2011 which includes:

- (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;

(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 2011 apply for the purposes of interpreting the terms used in this Article;

The term "Hard Copy Form" has the meaning prescribed by the Act.

The terms "Electronic Form" and "Electronic Means" have the meanings respectively prescribed to them by the Act.

The term "Eligible Members" has the meaning prescribed by the Act.

The term "Financial Experts" means individuals, companies or firms who are authorised to give investment advice under the Financial Services and Markets Act 2000.

The term "Journal" means The Christian Science Journal.

The word "members" means the subscribers to the original Memorandum of Association of the Company and such other persons as the Directors shall admit as members of the Company in accordance with these Articles.

"The Mother Church" means The First Church of Christ, Scientist, in Boston, Massachusetts, United States of America.

The "Secretary" means the person appointed under Article 75 to perform the duties of secretary of the Company.

"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

REGISTERED OFFICE

3. The registered office of the Company will be situated in England.

OBJECTS

4. The objects for which the Company is established are to provide and maintain in England a Christian Science nursing house and Visiting Christian Science nursing service operated in accordance with the practice and principles of the body known as the Church of Christ, Scientist.

POWERS

5. The Company shall have the following powers exercisable in furtherance of its said objects but not otherwise namely:
- (a) To maintain a Christian Science nursing house or houses and a Visiting Christian Science Nurse Service and to provide Christian Science nursing services and assisted living services with such standards for the care of patients, residents, staff, guests and management as may be required from time to time for accreditation by The Commission, the body recognised by The First Church of Christ, Scientist, in Boston, Massachusetts, United States of America, for this purpose and compliance with National Minimum Standards and Care Homes Regulations under the Care Standards Act 2000;
 - (b) To operate a Christian Science Nurses Training Centre in which trainee Christian Science nurses are trained in accordance with Article VIII Sect. 31 of the Church Manual;
 - (c) To provide advice or information;
 - (d) To advertise in such manner as may be thought expedient;
 - (e) To purchase take on lease exchange hire or otherwise acquire and hold any real or personal property and any rights or privileges which the Company may think necessary for the purpose of its work and in particular any lands buildings or works necessary for the Company's business;
 - (f) To build demolish improve reconstruct manage develop sell let mortgage exchange dispose of or turn to account or otherwise deal with all or any of the property or assets of the Company (but only in accordance with the restrictions imposed by the Charities Act 2011);
 - (g) To receive and administer donations legacies and subscriptions for the support and furtherance of the objects of the Company, to raise funds (including by issuing debt instruments but not by means of Taxable Trading), to carry on trade in the course of carrying out the objects, and in its discretion to disclaim any particular contribution;
 - (h) To charge fees for the reception and/or nursing of persons in the nursing home or homes maintained by the Company;
 - (i) To make reductions in fees and to maintain and disburse funds to enable persons who are unable to meet the full cost of the facilities provided at the Company's nursing home or homes without undue hardship (as determined in the absolute discretion of the Company) to enjoy the benefits thereof;

- (j) To make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Directors;
- (k) To set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- (l) To borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act 2011) including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - (i) ancillary to the transaction;
 - (ii) an integral part of managing the Company's debt entered into in order to manage risk association with the transaction; and
 - (iii) not a purely speculative transaction;
- (m) To deposit or invest in funds in any manner (but to invest only after obtaining such advice from one or more Financial Experts as the Directors consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Company shall have power to retain any investments donated to it;
- (n) To delegate the management of investments to one or more Financial Experts, but only on terms that:
 - (i) the investment policy is set down in writing for the Financial Experts by the Directors;
 - (ii) timely reports of all transactions are provided to the Directors;
 - (iii) the performance of the investments is reviewed regularly with the Directors;
 - (iv) the Directors are entitled to cancel the delegation arrangement at any time;
 - (v) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (vi) all payments due to the Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and

- (vii) the Financial Experts must not do anything outside the powers of the Directors;
- (o) To arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Directors or controlled by one or more Financial Experts acting under their instructions and to pay any reasonable fee required;
- (p) To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- (q) To provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- (r) To cooperate with other bodies and to exchange information and advice with them;
- (s) To support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Company and to act as trustee of any charity or special charitable trust whether established by the Company or otherwise;
- (t) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company;
- (u) To draw make accept endorse discount execute and issue promissory notes bills of exchange and other negotiable or transferable instruments;
- (v) Subject to Article 10, to employ paid or unpaid agents, staff or advisers;
- (w) To enter into contracts to provide services to or on behalf of other bodies;
- (x) To establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the objects; and
- (y) To do all such other things as are incidental to the attainment or furtherance of the said objects or any of them.

BENEFITS AND CONFLICTS FOR MEMBERS AND DIRECTORS

6. The property and funds of the Company must be used only for promoting the objects and do not belong to the members or the Directors.

7. Members who are not Directors or Connected Persons may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied.
8. Subject to compliance with Article 11, members, Directors and Connected Persons:
 - (a) may be paid interest at a reasonable rate on money lent to the Company;
 - (b) may be paid a reasonable rent or hiring fee for property let or hired to the Company;
 - (c) who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
 - (d) may take part in the normal trading and fundraising activities of the Company on the same terms as members of the public
9. A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
 - (a) as mentioned in Articles 5(q), 8 or 10;
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
 - (c) an indemnity pursuant to Article 85 in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
 - (d) payment to any company in which a Director or a Connected Person has no more than a one per cent. shareholding; or
 - (e) in exceptional cases, other payments or benefits but only with:
 - (i) the written consent of the Charity Commission in advance where required under the Charities Act 2011; and
 - (ii) the approval or affirmation of the members where required under the Act.
10. No Director, or Connected Person, may be employed by the Company except in accordance with Article 9(e), but any Director or Connected Person may enter into a contract with the Company, as permitted by the Charities Act 2011 to supply goods or services to the Company in return for a payment or other material benefit but only if:

- (a) the contract is in writing and states the maximum to be paid by the Company;
 - (b) the goods or services are actually required by the Company, and the Directors decide that it is in the best interests of the Company to enter into such a contract;
 - (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
 - (d) no more than a minority of the Directors are subject to such a contract in any financial year; and
 - (e) the Director has complied with the procedure set out in Article 11.
11. Subject to Article 12, any Director who becomes a Conflicted Director in relation to any matter must:
- (a) declare the nature and extent of their interest at or before discussion begins on the matter;
 - (b) withdraw from the meeting for that item after providing any information requested by the Directors;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter.
12. When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director:
- (a) to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Director or a Connected Person is to receive any payment or material benefit; or
 - (b) to disclose information confidential to the Company to a third party; or
 - (c) to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit.
13. A Conflicted Director who obtains (other than through their position as Director) information that is confidential to a third party, shall not be in breach of their duties

to the Company if they declare the conflict in accordance with Article 11 and then withhold such confidential information from the Company.

14. For any transaction or arrangement authorised under Articles 8, 9, or 10 the Director's duty under the Act to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of Article 11 have been followed.
15. Articles 6 to 14 may be amended by special resolution provided that where the result would be to authorise a benefit to a Director, member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Charity Commission.

LIABILITY OF MEMBERS

16. The liability of the members is limited.
17. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while they are a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before they cease to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amounts as may be required not exceeding £1.

MEMBERS

18. The maximum number of members of the Company is 30, but the Directors may from time to time register an increase of members. The minimum number of members of the Company shall be five.
19. The subscribers to the original Memorandum of Association and such other persons as the Directors shall admit to membership subject to the following provisions shall be members of the Company.
20. Membership in the Company shall be confined to persons
 - (a) Who are members of The Mother Church; and
 - (b) Who are students of an authorised teacher of Christian Science; and
 - (c) Who in the case of new members to be admitted by the Directors have not been a member of the Company at any time during the immediately preceding two years.
21. No person shall become a member unless and until their name has been entered upon the register of members.

22. A member shall cease to be a member:
- (a) If the member dies or a Journal-listed Christian Science practitioner who is treating that person gives a written opinion to the Company stating that they have become physically or mentally incapable of acting as a member of the Company and may remain so for three months;
 - (b) If the member ceases to satisfy all the requirements of Article 20;
 - (c) If the member resigns in accordance with Article 23 hereof, unless after the resignation there would be fewer than five members;
 - (d) If the member is removed from membership of the Company in accordance with Article 24 hereof; or
 - (e) If the member shall have been a member for six years except that, if at such time the member is a Director, they shall continue as a member until they cease to be a Director.
23. Any member may withdraw from the Company on giving one month's notice in writing to the Secretary, addressed to the registered office of the Company, of their intention so to do. Upon the expiration of such notice they shall cease to be a member.
24. A member may be removed from membership of the Company at any time by a resolution of the Directors passed by a majority of those present in person or by electronic means and voting at a meeting of which the member shall have had fourteen clear days' notice and at which the member shall have been given the opportunity of being heard:
- (a) If the member shall have failed to attend more than three consecutive meetings of members of the Company without supplying satisfactory reasons for absence; or
 - (b) If the Directors shall consider that for any reason it is in the best interests of the Company that the member should not remain a member of the Company.
25. A member so removed shall cease to be a member of the Company or to have any further rights as a member.

GENERAL MEETINGS

26. An annual general meeting shall be held by the Company once in each calendar year and not more than fifteen months following a previous annual general meeting at such time and place as the Directors may determine.
27. All other meetings shall be deemed general meetings.

28. Nothing in these Articles is to be taken to preclude the holding and conducting of an annual general meeting or other general meeting by such suitable Electronic Means as the Directors may decide which provide for all members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the meeting.
29. General meetings shall be called at such time and place as the Directors may determine.
30.
 - (a) The Directors shall call a general meeting whenever a requisition in writing signed by not less than one tenth of the members then on the register, and stating fully the objects of the meeting, shall be deposited at the office. A requisition may consist of several documents in like form each signed by one or more requisitionists;
 - (b) If the Directors do not within twenty one days from the date of deposit of any such requisition proceed duly to convene a meeting in accordance therewith, the requisitionists may themselves convene a general meeting as provided by Section 305 of the Act.
 - (c) In accordance with section 303(4) and (5) of the Act, members can require resolutions to be put before a general meeting they have convened.
31. The Directors may in their absolute discretion reimburse the proper expenses incurred by any member or members in attending any meetings called by the Directors.

NOTICE OF GENERAL MEETINGS

32. Subject to any contrary statutory provisions, at least fourteen clear days' notice shall be given in the case of any general meeting including the annual general meeting (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place, the day and the hour of the meeting, the general nature of the business to be transacted, the terms of any proposed special resolution, and notifying the members of their right to appoint a proxy under section 324 of the Act and Article 50. Such notice shall be given to such members as are under the provisions of these Articles entitled to receive notices from the Company, but with the consent of 90% of the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in any manner as those members may think fit.
33. Notice of general meetings should be given to every member and the Company's auditors.
34. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, anyone entitled to receive notice of the meeting shall not invalidate

the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

35. At an Annual General Meeting the members:
- (a) Receive the accounts of the Company for the previous financial year;
 - (b) Receive the Directors' report on the Company's activities since the previous annual general meeting;
 - (c) Accept the retirement of those Directors who wish to retire or who are retiring by rotation
 - (d) Elect persons to be Directors to fill vacancies arising;
 - (e) Appoint independent examiners or auditors for the Company; and
 - (f) Discuss and determine any issues of policy or deal with any other business put before them by the Directors.
36. Any member entitled to be present and vote at a meeting may submit a resolution to any such meeting provided that within the prescribed time before the day appointed for the meeting they shall have served upon the Company a notice in writing signed by them and one other member containing the proposed resolution, and stating their intention to submit the same. The prescribed time above mentioned shall be not less than 14 days.
37. Upon receipt of any such notice as mentioned in the preceding article the Secretary shall, in any case where the notice is received before the notice of the meeting is issued, include it in the notice of the meeting. In any other case, the secretary shall inform the members as quickly as possible that such a resolution will be proposed.
38. No business shall be transacted at any general meeting, including an annual general meeting, unless a quorum of members is present in person or by proxy at the time when the meeting proceeds to business; save as herein otherwise provided:
- (a) in the case of a proposal for the sale mortgage or winding up of the Company the quorum shall be two-thirds of the membership of the Company;
 - (b) in the case of any other proposal the quorum shall be a simple majority of the membership of the Company.
39. If within half an hour from the time appointed for the holding of a meeting, as mentioned in the last preceding Article, a quorum is not present, the meeting, if

convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other time and place as the Chairperson shall appoint.

40. The Chairperson or Deputy Chairperson of the Directors shall preside as chairperson at every annual general meeting or general meeting of the Company. In the event of a general meeting being called for by Company members for whatever reason, the chairpersonship may be passed on a show of hands or a poll to one of the other members present.
41. If there is no such Chairperson or Deputy Chairperson, or if at any meeting neither the Chairperson nor the Deputy Chairperson of the Directors is present within fifteen minutes after the time appointed for holding the same, the members present shall choose someone of their number to be Chairperson for that meeting, save that a proxy who is not a member shall not be entitled to be appointed as Chairperson.
42. A show of hands or a poll may be demanded on the election of the Chairperson of a meeting, or on any motion to adjourn.
43. The Chairperson may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
44. The following individuals may attend and speak at a general meeting (save in each case for any part of the general meeting at which there is any discussion of any matters relating to the arrangements between the Company and the individual concerned) but for the avoidance of doubt, they are not members, shall not count towards the quorum and shall not have any right to vote on a matter:
 - (a) The Administrator;
 - (b) The Secretary;
 - (c) any other individual as the Directors shall think fit.
45. At any meeting a resolution put to a vote of the meeting 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 by at least two members present in person or by proxy.
46. If a poll is duly demanded it shall be taken in such manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

47. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.
48. The demand of a poll should not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

49. Every member shall have one vote which can be given personally or by proxy.
50. The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Directors which shall without limitation:
 - (a) state the name and address of the member appointing the proxy;
 - (b) identify the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) be executed by or on behalf of the member appointing the proxy; and
 - (d) be delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.
51. The appointment of a proxy may:
 - (a) in the case of an instrument in Hard Copy Form be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a

proxy issued by the Company in relation to the meeting,

be received at such address not less than forty-eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than forty-eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty-four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than 48 hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson or to the Secretary or to any Director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

- 52. An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote to which it relates is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 53. A vote given or poll demanded by the proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was effective in accordance with Article 52.

WRITTEN RESOLUTIONS

- 54. Subject to the provisions of the Act:
 - (a) A written resolution is passed as an ordinary resolution if it is agreed to by members representing a simple majority of the total voting rights of Eligible Members.
 - (b) A written resolution is passed as a special resolution if it is agreed to by members representing not less than seventy-five per cent. of the total voting

rights of Eligible Members; and states that it is a special resolution.

- (c) A members' resolution under the Act removing a Director or an auditor before the expiration of their term of office may not be passed by a written resolution.
- (d) A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- (e) A member indicates their agreement to a written resolution when the Company receives from the member an authenticated document identifying the written resolution and indicating their agreement to it:
 - (i) by the member's signature if the document is in Hard Copy Form; or
 - (ii) by the member's signature, or confirmation of the member's identity in a manner specified by the Company, accompanied by a statement of the member's identity which the Company has no reason to doubt, if the document is in Electronic Form;
- (f) A written resolution lapses if the required number of agreements has not been obtained by twenty-eight days beginning with the Circulation Date of the resolution.

DIRECTORS

- 55. The Board of Directors shall, subject to the provisions of Article 61, consist of not more than seven persons nor less than four persons (except in the case of a casual vacancy) who shall be members of the Company.
- 56. Every Director must sign a declaration of willingness to act as a charity trustee of the Company before they are eligible to act as a Director and/or vote at any meeting of the Directors.

POWERS AND DUTIES OF DIRECTORS

- 57. The business of the Company shall be managed by the Board of Directors, who may exercise all such powers of the Company as are not by the Act, or by these Articles, required to be exercised by the Company in general meeting. The Directors shall be subject to any regulation of these Articles, to the provisions of the Act and to such regulations as may be prescribed by the Company in general meeting, any such regulations being not inconsistent with the aforesaid regulations or provisions. No regulation made by the Company in general meeting shall invalidate any prior act of the Directors, which would have been

valid if that regulation had not been made.

58. The Directors shall cause records to be made in books provided for the purpose:
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors; and
 - (d) of all professional advice obtained.

THE SEAL

59. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors; and such seal may only be affixed in the presence of a Director and of the Secretary or such other person as the Directors may appoint for that purpose; and that Director and the Secretary, or other person as aforesaid, shall sign every instrument to which the seal of the Company is so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive of the fact that the seal has been properly affixed.

DISQUALIFICATION OF DIRECTORS

60. The office of a Director shall be vacated if the Director:
- (a) dies; or
 - (b) has a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts; or
 - (c) is disqualified under the Charities Act 2011 from acting as a charity trustee; or
 - (d) becomes prohibited from being a Director by reason of any provisions of the Act; or
 - (e) in the written opinion of a Journal-listed Christian Science practitioner who is treating that person given to the Company has become physically or mentally incapable of acting as a Director of the Company and may remain so for three months; or
 - (f) ceases to be a member of the Company; or

- (g) ceases to fulfil the requirements of Articles 20(a) and (b); or
- (h) by notice in writing to the Company resigns their office (but only if at least two Directors will remain in office); or
- (i) is absent without permission of the Directors from meetings of the Directors for a period of six months;
- (j) shall have held office as a Director for three years, and has not been re-elected as a Director at an annual general meeting;
- (k) shall have held office as Director for nine years excluding any period for which they have been appointed by the Directors to fill a casual vacancy under Article 61 hereof.
- (l) any decision to remove a Director (under Section 168 of the Companies Act 2006) would have to be taken at a general meeting, would require special notice (28 days) to be given, and the Director concerned would have the right to make representations.

ROTATION OF DIRECTORS

- 61. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles and provided that any person so appointed shall be qualified in accordance with these Articles.
- 62.
 - (a) Any Director appointed under Article 61 shall hold office only until the next following annual general meeting when they shall retire, and shall then be eligible for re-election for a term of three years;
 - (b) Any Director who has completed their first term of three years shall retire, but is eligible to offer themselves for re-election for a second term of three years;
 - (c) Any Director who has completed their second term of three years shall retire, but is eligible to offer themselves for re-election for a further one-year term up to a maximum two further one-year terms. Thereafter, a Director shall not be eligible for reappointment until one year after their retirement.
- 63. The period of office of a Director appointed under Article 61 shall for the purposes of Article 60(k) be deemed to have commenced from the date of the annual general meeting at which they are first re-elected.

PROCEEDINGS OF DIRECTORS

64. Subject to these Articles the Board of Directors may meet together for the transaction of business, and adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of any equality of votes the Chairperson shall have a second or casting vote. Two Directors jointly may, and the Secretary on the requisition of two Directors shall, at any time summon a meeting of the Directors.
65. The quorum necessary for the transaction of the business of the Directors shall, when the number of Directors exceeds five, be four and shall, when the number of Directors does not exceed five, be three. If the number of Directors is less than three, the continuing Directors may act only for the purpose of appointing Directors in accordance with Article 61.
66. The Directors may elect a Chairperson and a Deputy Chairperson of the Board and determine the period for which they are to hold office; but if such Chairperson and Deputy Chairperson are not elected, or if at any meeting neither of them is present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson for that meeting.
67. A meeting of the Directors (or of a committee of Directors) may be held either in person or by suitable Electronic Means agreed by the Directors in which all participants may communicate with all the other participants simultaneously.
68. The following individuals may attend and speak at a meeting of the Directors (save in each case for any part of the meeting of the Directors at which there is any discussion of any matters relating to the arrangements between the Company and the individual concerned) but for the avoidance of doubt, they are not Directors, shall not count towards the quorum and shall not have any right to vote on a matter:
- (a) The Administrator;
 - (b) The Secretary;
 - (c) any other individual as the Directors shall think fit.
69. The Directors may delegate any of their powers to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors). Any committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors. The Directors may revoke or alter a delegation.
70. A committee may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for holding the same, the members may choose one of their number to be chairperson of the committee for that meeting.

71. A committee may meet and adjourn as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes of the members present in person or by electronic means, and in case of an equality of votes the chairperson of the committee shall have a second or casting vote.
72. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some flaw in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be valid as if every such person had been duly appointed and was qualified to be a Director.
73. A resolution in writing signed by all the Directors for the time being shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and constituted.
74. A Director must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared; and a Director must comply with the requirements of Article 11.
75. The Directors shall appoint a secretary on such terms and for such period as they think fit.

ACCOUNTS

76. The Directors must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of annual reports, annual returns, and annual statements of account.
77. The Directors shall cause proper books of accounts to be kept with respect to:
 - (a) All sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure takes place; and
 - (b) All sales and purchases of goods by the Company; and
 - (c) The assets and liabilities of the Company.
78. The books of accounts shall be kept at the registered office of the Company or subject to Section 388 of the Act at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

79. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

BANKING

80. All monies, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. The Company's banking account shall be kept with such banker or bankers as the Directors shall from time to time determine.

AUDIT

81. Auditors shall be appointed in accordance with Section 485 and 487 of the Act.

COMMUNICATIONS

82. Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
83. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.
84. A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

INDEMNITY

85. The Company shall indemnify every Director or former Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.
86. The Charity may indemnify an auditor against any liability incurred by them:
- (a) in defending proceedings (whether civil or criminal) in which judgement is

given in their favour or they are acquitted; or

- (b) in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to them by the Court.

WINDING UP

- 87. 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 of the Company but shall be given or transferred to such charitable bodies or objects connected with the charitable activities of the Church of Christ, Scientist in the United Kingdom, as may be determined by the Company.