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COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

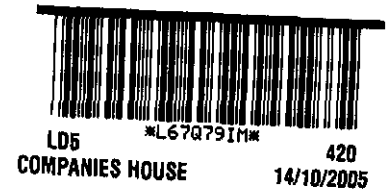
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MEMORANDUM OF ASSOCIATION

OF

ELIZABETH FINN CARE

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**1. NAME**

The name of the Company is "ELIZABETH FINN CARE" (hereinafter called "the Association")<sup>1</sup>.

**2. REGISTERED OFFICE**

The registered office of the Association will be situate in England.

**3. OBJECTS**

- 3.1 The objects of the Association ("the Objects") are to relieve and assist, in such ways as the Trustees think fit, (but without regard to religious or political affiliations), persons of British

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<sup>1</sup> The name of the Association was changed by Special Resolution on 4<sup>th</sup> October 2005 and a Certificate of Incorporation on Change of Name was issued by Companies House on 10<sup>th</sup> October 2005.

or Irish nationality from a professional or similar background, who are suffering from old age, infirmity, disablement or financial need.

- 3.2 In pursuance of the Objects (but not otherwise), the Trustees shall have regard where possible to the relief from social isolation and the preservation of independence, dignity and choice of lifestyle of those who may benefit under Clause 3.1.

In this clause the expression "professional or similar background" includes in particular those within the Registrar-General's social classes I and II and their immediate families.

#### **4. POWERS**

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

- 4.1 To establish and maintain residential homes or other establishments for beneficiaries.
- 4.2 To make grants, loans and provide other forms of financial assistance for beneficiaries.
- 4.3 To provide or facilitate the provision of items, services or facilities for beneficiaries.
- 4.4 To promote or carry out research.
- 4.5 To provide or distribute information or advice.
- 4.6 To co-operate with other bodies.
- 4.7 To support, administer or set up other charities.
- 4.8 To raise funds (but not by means of taxable trading).
- 4.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.10 To acquire or hire property of any kind.

- 4.11 To carry out building works.
- 4.12 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.13 To set aside funds for special purposes or as reserves against future expenditure.
- 4.14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification).
- 4.15 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.15.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.15.2 every transaction is reported promptly to the Trustees
  - 4.15.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.15.6 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
  - 4.15.7 the financial expert must not do anything outside the powers of the Trustees.
- 4.16 To arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required.

- 4.17 To insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association.
- 4.18 To insure the Trustees and Committee Members against the costs of a successful defence to a *criminal* prosecution brought against them as *charity* trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee or Committee Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
- 4.19 Subject to Clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.20 To enter into contracts or provide services to or on behalf of other bodies.
- 4.21 To set up subsidiary companies to assist or act as agents for the Association.
- 4.22 To do anything else within the law which promotes or helps to promote the Objects.

Provided that no power may be exercised so as to make the Association a Trade Union.

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the members of the Association but
  - 5.1.1 members who are not Trustees or Committee Members may be employed by or enter into contracts with the Association and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees and Committee Members) may be paid interest at a reasonable rate (not exceeding 5 per cent per annum) on money lent to the Association

- 5.1.3 members (including Trustees and Committee Members) may be paid a reasonable rent or hiring fee for property let or hired to the Association
- 5.1.4 individual members who are not Trustees or Committee Members but who are beneficiaries may receive charitable benefits in that capacity
- 5.1.5 payment of premiums for indemnity insurance for any act or default of any members (including Trustees and Committee Members) may be made except that such insurance shall not extend to indemnification against liability for any neglect, wilful or criminal wrongdoing or default.
- 5.2 A Trustee or Committee Member must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except
  - 5.2.1 as mentioned in Clauses 4.18, 5.1.2, 5.1.3, 5.1.5 or 5.3
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which he or she has no more than a one per cent shareholding
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 Any Trustee or Committee Member (or any firm or company of which a Trustee or Committee Member is a member or employee) may enter into a contract with the Association to supply goods or services in return for a payment or other material benefit but only if
  - 5.3.1 the goods or services are actually required by the Association
  - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Clause 5.4

- 5.3.3 no more than one half of the Trustees and Committee Members are subject to such a contract in any financial year
- 5.3.4 the payment is not to any company in which a Trustee has more than a 1% shareholding.
- 5.4 Whenever a Trustee or Committee Member has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee he or she must:
  - 5.4.1 declare an interest as or before discussion begins on the matter
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 5.4.3 not be counted in the quorum for that part of the meeting
  - 5.4.4 withdraw during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the prior written consent of the Commission.

## **6. LIMITED LIABILITY**

The liability of members is limited.

## **7. GUARANTEE**

Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and

for the adjustment of the rights of contributories among themselves, such amount as may be required not exceeding One Pound.

## **8. DISSOLUTION**

8.1 If the Association is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 By transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 Directly for the Objects or charitable purposes within or similar to the Objects

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

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

## **9. INTERPRETATION**

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

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

We wish to be formed into a company under this Memorandum of Association.

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NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

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JOHN PETER WINCKWORTH  
5 Redburn Street London W3 and  
21 Old Queen Street  
London SW1

Solicitor

RICHARD ANTHONY BROMLEY DAVENPORT  
of Dawliffe Hall  
2 Chelsea Embankment  
London SW3

Company Director

AMY LEA PEARL  
of 20 Lowndes Square  
London SW1

Widow

VIOLET MARY BLANDY  
of 24 Albemarle  
Parkside  
Wimbledon  
London SW19

Wife of AIR COMMODORE LYSTER BLANDY, CB, DSO

SYLVIA JOAN BOOTLE-WILBRAHAM  
of Brackenhurst  
Bucklebury Common  
Berkshire

Wife of EVELYN CARYL BOOTLE-WILBRAHAM OBE  
ANDREW JAMES SHINNIE OBE  
of Alhambra House  
31 Charing Cross Road  
London W2

Medical Officer of Health for Westminster

MADELINE MAUDE BALFOUR  
of 26 Gloucester Square



London W2

Wife of THE HONOURABLE JAMES MONCRIEFF BALFOUR

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Date 15th December 1952

Witness to the above signatures

A LINGEN WATSON

Solicitor

COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

OF

ELIZABETH FINN CARE

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**1. MEMBERSHIP<sup>1</sup>**

- 1.1 The Association must maintain a register of members.
- 1.2 Membership of the Association is open only to the Trustees. Every member shall sign the register of members or consent in writing to become a member.
- 1.3 The Board of Trustees may establish different classes of non-voting, informal "membership", which shall not amount to membership of the Association, and prescribe their respective methods of application and resignation, privileges and duties, and the amount of any subscription, for such informal members.
- 1.4 Persons who were life members or subscribing members immediately before 25<sup>th</sup> May 2004 shall cease on that date to be members of the Association.
- 1.5 Membership of the Association is terminated if the member concerned:

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<sup>1</sup> Article 1 amended by Special Resolution dated 25 May 2004.

- 1.5.1 gives written notice of resignation to the Association;
  - 1.5.2 dies; or
  - 1.5.3 ceases to be a Trustee.
- 1.6 Membership of the Association is not transferable.
- 2. GENERAL MEETINGS**
- 2.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed except that with the consent of all members entitled to attend general meetings, such meetings may be convened by such notice as those members think fit.
  - 2.2 There is a quorum at a general meeting if the number of members personally present is at least seven.
  - 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
  - 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
  - 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member duly registered, and who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of his membership, and present in person or by proxy has one vote on each issue.
  - 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
  - 2.7 The Association must hold an AGM in every year which all members are entitled to attend.

2.8 At an AGM the members:

2.8.1 receive the accounts of the Association for the previous financial year;

2.8.2 receive the Trustees' report on the Association's activities since the previous AGM;

2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;

2.8.4 elect persons to be Trustees to fill the vacancies arising;

2.8.5 appoint auditors for the Association;

2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Association; and

2.8.7 discuss and determine any issues of policy or deal with any other business put before them.

2.9 Any general meeting which is not an AGM is an EGM.

2.10 An EGM may be called at any time by the Trustees and must be called within 21 days on a written request from at least 10% of the members.

### **3. THE TRUSTEES**

3.1 The Trustees as charity trustees have control of the Association and its property and funds.

3.2 The Trustees when complete consist of at least seven and not more than 15 individuals, all of whom must be members.

3.3 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Association before he or she is eligible to vote at any meeting of the Trustees.

- 3.4 Subject to the minimum number of Trustees specified in Article 3.2, one-third (or the number nearest one-third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.5 A Trustee's term of office automatically terminates at the AGM following his or her 70th birthday or if he or she:
- 3.5.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;
  - 3.5.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 3.5.3 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Association before the next AGM);
  - 3.5.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
  - 3.5.5 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 3.6 Any Trustee who would otherwise be eligible for re-election at an AGM and who has not attended at least 60% of the meetings of the Trustees during the year preceding the AGM shall, unless determined otherwise by the Chairman, be ineligible for re-election.
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee (provided the maximum number is not exceeded), but a co-opted Trustee holds office only until the next AGM.
- 3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### **4. PROCEEDINGS OF TRUSTEES**

- 4.1 The Board of Trustees must meet at least three times a year and following the written request of at least one-fifth or four (whichever is the greater) of the Trustees and may meet at other times.
- 4.2 A quorum at a meeting of the Trustees is three Trustees.
- 4.3 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.
- 4.4 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 4.5 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.6 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 4.7 The Trustees may act notwithstanding any vacancy in their body Provided Always that in case the Trustees shall at any time be reduced in number to less than the minimum number it shall be lawful for them to act as the Board of Trustees for the purpose of filling up vacancies in their body or of summoning a General Meeting but not for any other purpose.

## **5. POWERS OF TRUSTEES**

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

- 5.1 To appoint a Chairman, Honorary Treasurer and other honorary officers from among their number
- 5.2 To delegate any of their functions to committees consisting of two or more individuals appointed by them but all members of such committees must be members of the Association and all proceedings of committees must be reported promptly to

the Trustees provided that the meetings and proceedings of any such committees shall be governed by the regulations governing the meetings of the Board of Trustees (so far as they are relevant) or regulations laid down by the Trustees and that all proceedings of such committees shall be recorded in proper minutes signed by the chairman of the committee.

- 5.3 To make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings including provisions as to proxy voting.
- 5.4 To make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.5 To make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Association and the use of its seal (if any)
- 5.6 To establish procedures to assist the resolution of disputes within the Association
- 5.7 To exercise any powers of the Association which are not reserved to a general meeting.

## **6. RECORDS AND ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 6.1.1 annual reports;
- 6.1.2 annual returns;
- 6.1.3 annual statements of account.

- 6.2 The Trustees must keep proper records of

- 6.2.1 all proceedings at general meetings;
  - 6.2.2 all proceedings at meetings of the Trustees;
  - 6.2.3 all reports of committees; and
  - 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Association must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not trustees if the Trustees so decide.
- 6.4 A copy of the Association's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Association's reasonable costs, within two months.

## **7. NOTICES**

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper circulating in area of benefit or any newsletter distributed by the Association.
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received.
- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 7.3.2 two clear days after being sent by first class post to that address;
  - 7.3.3 three clear days after being sent by second class or overseas post to that address;



7.3.4 on the date of publication of a newspaper containing the notice;

7.3.5 on being handed to the member personally or, if earlier,

7.3.6 as soon as the member acknowledges actual receipt.

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

## **8. CHIEF EXECUTIVE AND DEPUTY**

The Board of Trustees shall from time to time appoint a Chief Executive on such terms as they think fit and may appoint a Deputy Chief Executive to act when there is no Chief Executive. The Chief Executive shall be the Secretary of the Association for the purposes of the Act.

## **9. THE SEAL**

The Association's seal may only be affixed to a document with the express authority of the Board of Trustees, and in the presence of at least two Trustees and the Chief Executive. Those signatures are to be taken as conclusive evidence of the proper use of the seal in favour of any purchaser or other person dealing in good faith with the Association.

## **10. DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Association take effect as though repeated here.

## **11. INTERPRETATION**

In the Memorandum in and in these Articles:

11.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Association

"these Articles" means these articles of association

"the Association" means the company governed by these Articles

"Authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings and whose name is given to the Chief Executive

"Chairman" means the chairman of the Trustees

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"Chief Executive" means the Secretary of the Association appointed under Article 8.

"clear day" means 24 hours from midnight following the relevant event

"Committee Member" means a member of a Committee of the Trustees appointed under Article 5.2

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

"EGM" means an extraordinary general meeting of the Association

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Association except in relation to non-voting, informal membership in Article 1.4<sup>2</sup>

"Memorandum" means the Association's Memorandum of Association

"month" means calendar month

"the Objects" means the Objects of the Association as defined in Clause 3 of the Memorandum

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax<sup>3</sup>

"Trustee" means a director of the Association and "Trustees" or "Board of Trustees" means the directors

"written" or "in writing" refers to a legible document on paper including a fax message

"year" means calendar year.

11.2 Expressions defined in the Act have the same meaning.

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

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NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

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JOHN PETER WINCKWORTH  
5 Redburn Street London W3 and

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<sup>2</sup> The definition of "member" and "membership" were amended by Special Resolution passed on 25 May 2004.

<sup>3</sup> The definition of "taxable trading" was amended by Special Resolution passed on 1 November 2000.

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Medical Officer of Health for Westminster

MADELINE MAUDE BALFOUR  
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Wife of THE HONOURABLE JAMES MONCRIEFF BALFOUR

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Date 15 December 1952

Witness to the above signatures

A LINGEN WATSON