

THE COMPANIES ACT 2006

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PRIVATE COMPANY LIMITED BY  
GUARANTEE

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WRITTEN RESOLUTION  
of  
ORCHARD VALE TRUST LIMITED

(the "Company")

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PASSED ON 22 January  
2015

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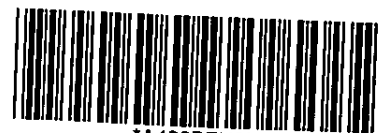
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolution was passed by written resolution as a Special Resolution

**SPECIAL RESOLUTION**

That the Articles of Association of the Company contained in the document attached to this resolution for the purposes of identification marked 'A' be and the same are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Memorandum and Articles of Association of the Company

  
Richard Brook, Company Secretary

WEDNESDAY



A20 \*A400PEK2\*  
28/01/2015 #159  
COMPANIES HOUSE

‘A’

Companies Acts 2006

Company limited by guarantee

without a share capital

## ARTICLES OF ASSOCIATION

### OF

## ORCHARD VALE TRUST LIMITED

(adopted by a special resolution on 22 January 2015)

#### 1 Objects

1 1 The Charity's objects ("**the Objects**") are to relieve the mentally handicapped from the disabilities attendant upon their handicap particularly but not exclusively by the application of the principles of Rudolf Steiner

1 2 This provision may be amended by **special resolution**<sup>1</sup> but only with the prior written consent of the **Commission**

#### 2 Powers

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

2 1 to provide permanent accommodation and/or training establishments for mentally handicapped individuals,

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<sup>1</sup> In these Articles words printed on first appearance in bold type are defined in Article 16 2

- 2 2 to train teachers and others whether such teachers are connected with the Charity or not,
- 2 3 to promote and carry on classes, meetings, study groups, conferences, lectures, concerts, displays, exhibitions and musical and dramatic performances calculated to advance education and by the circulation of information to invite and encourage public interest in and support of the advancement of education or relief whether through the medium of the Charity or otherwise and in particular (but without prejudice to the foregoing) of education in accordance with the teachings of Rudolf Steiner,
- 2 4 to engage teachers, lecturers, instructors, nurses and staff (paid or honorary) and to remunerate such as are to be paid,
- 2 5 to print, publish and circulate books, periodicals or pamphlets,
- 2 6 to charge and receive fees or payments for or to carry on the foregoing activities or any of them at a nominal charge or free of charge,
- 2 7 to provide advice or information and to arrange exhibitions, meetings, lectures, seminars and training courses,
- 2 8 to make grants, donations or loans,
- 2 9 to promote or carry out research of the Charity's choosing or at the Charity's discretion,
- 2 10 to support, administer or set up other charities,
- 2 11 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity,
- 2 12 to accept gifts and to raise funds (but not by means of **taxable trading**),
- 2 13 to borrow money,

- 2 14 to give guarantees or security for loans or other obligations in connection with the activities of the Charity (but only in accordance with the restrictions imposed by the **Charities Act**),
- 2 15 to acquire or hire property of any kind,
- 2 16 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**),
- 2 17 to set aside funds for special purposes or as reserves against future expenditure,
- 2 18 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 19 to delegate the management of investments to a financial expert, but only on terms that
- (1) the investment policy is set down **in writing** for the financial expert by the Trustees,
  - (2) timely reports of all transactions are provided to the Trustees,
  - (3) the performance of the investments is reviewed regularly with the Trustees,
  - (4) the Trustees are entitled to cancel the delegation arrangement at any time in line with any agreement that has been made,
  - (5) the investment policy and the delegation arrangement are reviewed at least once a year,

- (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
- (7) the financial expert must not do anything on behalf of the Charity outside the powers of the Charity,
- 2 20 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 21 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 22 to insure the property of the Charity against any foreseeable risk, to take out other insurance policies to protect the Charity when required and to obtain indemnity insurance to protect the Trustees as permitted by the Charities Act,
- 2 23 subject to **Articles** 6 4 and 6 5, to employ paid or unpaid agents, staff or advisers,
- 2 24 to make all necessary and reasonable provision for the payment of pensions and superannuation to staff and dependants,
- 2 25 to enter into contracts to provide services to or on behalf of other bodies,
- 2 26 to co-operate or work with other bodies,
- 2 27 to establish or acquire subsidiary companies,
- 2 28 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 Trustees (other than those appointed pursuant to Article 3 3) are appointed by the Members in accordance with Article 9 10 or co-opted by the Trustees in accordance with Article 3 7
- 3 3   The Trustees when complete shall consist of at least four and (unless otherwise determined by ordinary resolution) not more than sixteen individuals who are over the age of 18, all of whom must support the Objects. A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a company director and charity trustee of the Charity
- 3 4   One third (or the number nearest one third) of the Trustees must retire each year at the **annual business meeting**, those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 3 5   The annual business meeting shall be a meeting of the Trustees at which the Trustees in their capacity as Members deal with the matters referred to in Article 9 10
- 3 6   A retiring Trustee who is eligible under Article 3 3 may be reappointed
- 3 7   The Trustees may at any time co-opt any individual who is eligible under Article 3 3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3 3) as an additional Trustee, but a co-opted Trustee holds office for only one year from the date of his or her appointment
- 3 8   A Trustee's term of office as such automatically terminates if he/she

- (1) ceases to be a director of the Charity by virtue of any provision in the Companies Act,
  - (2) is disqualified under the Charities Act from acting as a charity trustee,
  - (3) is convicted of any offence under safeguarding legislation or otherwise banned for working with children,
  - (4) is incapable, whether mentally or physically, of managing his/her own affairs,
  - (5) is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign, or
  - (6) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
  - (7) is removed by the Members
- 3 9 The Trustees shall have the right to suspend a Trustee and Member where the other Trustees resolve by a majority of the votes cast at a meeting of the Trustees that it is in the best interests of the Charity that he or she is suspended as a Trustee and as a Member, provided that the Trustees' resolution shall specify the terms and/or duration of such suspension at the time of passing the resolution
- 3 10 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 Trustees' proceedings
- 4 1 The Trustees must hold at least three meetings each year (including the annual business meeting)
- 4 2 A quorum at a meeting of the Trustees is at least three Trustees

- 4 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 but at least one meeting in each year must be held in person
- 4 4 The **Chair** or (if the Chair is unable or unwilling to do so) the Vice-Chair (if any) or some other Trustee chosen by the Trustees present presides at each meeting
- 4 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
- 4 6 Every Trustee has one vote on each issue but, in case of an equality of votes, the chair of the meeting has a second or casting vote
- 4 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 5 Trustees' powers

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

- 5 1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**
- 5 2 To appoint a Chair, Vice-Chair, Treasurer and other officers from among their number Each such officer shall hold that office for a term of two years and if he or she is willing to continue, may be re-appointed by the Trustees for further terms of two years for as often as the Trustees so wish



5 3 To delegate any of their functions to sub-committees consisting of two or more individuals appointed by the Trustees who shall act in accordance with written terms of reference prepared by the Trustees At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees

5 4 To make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct, management and administration of the Charity Such rules may regulate the following matters but are not restricted to them

- (1) the admission of Members of the Charity (including the admission of non-voting members, associates or supporters, or of organisations to Membership) and the rights and privileges of such Members, and any subscriptions and other fees or payments to be made by such Members,
- (2) the conduct of Members of the Charity in relation to one another, and to the Charity's employees and volunteers,
- (3) the procedure at general meetings and meetings of the Trustees or of committees in so far as such procedure is not regulated by the Companies Act or by the Articles,
- (4) generally, all such matters as are commonly the subject matter of company rules

5 5 To establish procedures to assist the resolution of disputes or differences within the Charity

5 6 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members

6 Benefits and Conflicts

6 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but

- (1) Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
- (2) Subject to compliance with Article 6 4, Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity,
- (3) Subject to compliance with Article 6 4, Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity, and
- (4) Subject to compliance with Article 6 4, Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries of the Charity

6 2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except

- (1) as mentioned in Articles 6 1 or 6 3,
- (2) reimbursement of reasonable out-of-pocket expenses as defined in writing (including hotel and travel costs) actually incurred in running the Charity,
- (3) the benefit of **indemnity insurance** as permitted by the Charities Act,
- (4) an indemnity in respect of any liabilities properly incurred in running

the Charity (including the costs of a successful defence to civil or criminal proceedings),

- (5) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and, where required by the Companies Act, the approval or affirmation of the Members)

6 3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6 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

- (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,
- (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 Article 6 4, and
- (3) no more than one-half of the Trustees are subject to such a contract in any financial year

6 4 Subject to Article 6 5, any Trustee who becomes a Conflicted Trustee in relation to any matter must

- (1) declare the nature and extent of his or her interest before discussion begins on the matter,
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees,
- (3) not be counted in the quorum for that part of the meeting, and

(4) be absent during the vote and have no vote on the matter

6 5 When any 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

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

(2) disclose to a third party information confidential to the Charity, or

(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, or

(4) refrain from taking any step required to remove the conflict

6 6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission

## 7 Records and Accounts

7 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

(1) annual returns,

(2) annual reports, and

- (3) annual statements of account
- 7 2 The Trustees must also keep records of
  - (1) all proceedings at meetings of the Trustees,
  - (2) all resolutions in writing,
  - (3) all reports of committees, and
  - (4) all professional advice obtained
- 7 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
- 7 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

## 8 Membership

- 8 1 The Charity must maintain a register of Members
- 8 2 The Trustees for the time being of the Charity shall be the only Members
- 8 3 Every person who is appointed as a Trustee shall become a Member and shall sign a written consent to act as a Member
- 8 4 Membership is not transferable
- 8 5 Every member shall be bound to further to the best of his or her ability the objects, interests and influence of the Charity
- 8 6 The Trustees may establish one or more classes of non-voting members or associates with different rights and obligations

9     General Meetings

- 9 1     Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing in a form approved by the Trustees and issued by the Charity and which is notified to the Secretary before the commencement of the meeting)
- 9 2     General meetings are called on at least 14 **clear days'** written notice indicating the business to be discussed or (if a special resolution is to be proposed) at least 21 clear days' written notice setting out the terms of the proposed special resolution
- 9 3     There is a quorum at a general meeting if the number of Members present in person or by proxy and entitled to vote is at least three
- 9 4     Members present by proxy shall be counted in the quorum
- 9 5     General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees
- 9 6     Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**
- 9 7     Every Member present in person or by proxy has one vote on each issue
- 9 8     Except where otherwise provided by the Articles or the Companies Act, a written resolution of the Members (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
- 9 9     The Charity shall not be required to hold an annual general meeting.
- 9 10    Members must at the annual business meeting convened by the Trustees
- (1)    receive the accounts of the Charity for the previous **financial year**,

- (2) receive a written report on the Charity's activities,
  - (3) be informed of the retirement of those Trustees who wish to retire,
  - (4) elect Trustees to fill the vacancies arising,
  - (5) appoint reporting accountants or auditors for the Charity,
- 9 11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 5% of the Membership
- 9 12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or by a written resolution

#### 10 Termination of Membership

Membership is terminated if

- (1) the Member dies,
- (2) the Member resigns by written notice to the Charity unless there would be less than two Members after the resignation,
- (3) the Member ceases to be a Trustee,
- (4) any subscription or other sum due from the Member to the Charity is not paid in full within six months of it falling due

#### 11 Honorary Officers

Members may also from time to time confer on any individual (with his/her consent) the honorary title of Patron, Ambassador, President or Vice-President of the Charity on such terms as the Members shall think fit. A person so appointed shall have the right to attend and speak (but not vote) at any general meeting of the Charity and to be given notice of it as if a Member and shall

also have the right to receive accounts of the Charity when available to Members

12 Limited Liability

The liability of Members is limited

13 Guarantee

Every Member promises, if the Charity is dissolved while he/she/it remains a Member or within one year after he/she/it ceases to be a member, to pay up to £1 towards

13 1 payment of those debts and liabilities of the Charity incurred before he/she/it ceased to be a Member, and/or

13 2 payment of the costs, charges and expenses of winding up, and/or

13 3 the adjustment of rights of contributors among themselves

14 Communications

14 1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served

(1) by hand,

(2) by post,

(3) by suitable electronic means, or

(4) through publication in the Charity's newsletter (if any) if posted to Members or on the Charity's website

14 2 The only address at which a Member is entitled to receive notices sent by post is an address in the U K shown in the register of Members

14 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received



- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address,
- (2) two clear days after being sent by first class post to that address,
- (3) three clear days after being sent by second class or overseas post to that address,
- (4) immediately on being handed to the recipient personally, or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt

14 4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 15 Dissolution

If upon the winding up or dissolution of the Charity there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Charity, but shall (subject to the prior approval of the Charity Commissioners for England and Wales) be given or transferred to St Christopher's School for Children in Need of Special Care, Bristol or to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the Charity by virtue of Article 6 hereof, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

16 Interpretation

16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity

16.2 In the Articles, unless the context indicates another meaning

**‘annual business meeting’** has the meaning given to it in Article 3.5,

**‘the Articles’** means the Charity’s Articles of Association and

**‘Article’** refers to a particular Article, /

**‘Chair’** means the chair of the Trustees,

**‘the Charity’** means the company governed by the Articles,

**‘the Charities Act’** means the Charities Acts 1992 to 2011;

**‘charity trustee’** has the meaning prescribed by the Charities Act;

**‘clear day’** does not include the day on which notice is given or the day of the meeting or other event,

**‘the Commission’** means the Charity Commission for England and Wales or any body which replaces it,

**‘the Companies Act’** means the Companies Acts 1985 to 2006,

**‘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,

**‘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,

**'constitution'** means the Articles and any special resolutions relating to them,

**'custodian'** means a person or body who undertakes safe custody of assets or of documents or records relating to them,

**'electronic means'** has the meaning given to it in the Companies Act and includes communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference,

**'financial expert'** means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000,

**'financial year'** means the Charity's financial year,

**'firm'** includes a limited liability partnership,

**'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,

**‘material benefit’** means a benefit, direct or indirect, which may not be financial but has a monetary value,

**‘Member’** and **‘Membership’** refer to company Membership of the Charity carrying the right to vote,

**‘month’** means calendar month,

**‘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,

**‘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 Where applicable, **‘Members’** in this definition means a class of Members,

**‘the Objects’** means the Objects of the Charity as defined in Article 1,

**‘resolution in writing’** means a written resolution of the Trustees,

**‘Secretary’** means a company secretary,

**‘special resolution’** means a resolution of which at least 21 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 Where applicable, **‘Members’** in this definition means a class of Members,

**‘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,

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

**‘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,

**‘written resolution’** refers to an ordinary or a special resolution which is in writing,

**‘year’** means calendar year

16 3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning

16 4 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