

187868

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF ST. LUKE'S OXFORD

1. The name of the Company (hereinafter called "the association") is ST. LUKE'S OXFORD (being the amalgamation of two associated Charities, namely the Community of St. Luke and St. Luke's Homes).

2. The Registered Office of the Association will be situate in England.

3. A. The objects for which the association is established are the advancement of the Christian religion and the relief and care of the sick, elderly, disabled and poor in an atmosphere of Christian fellowship in particular by

(a) The provision of full medical supervision and nursing care in cheerful surroundings for medical and surgical patients, and for convalescence and rehabilitation.

(b) The spiritual support of patients by the visits of clergy from member Churches of the World Council of Churches, and from the Roman Catholic Church by regular services in the chapel and through pastoral care.

In pursuing the above objects the Association shall endeavour to promote the recognition of the dignity due to every individual, seeing each as a whole person, through constant awareness of the presence of God and of His supporting grace in pain and distress, and to promote the realisation amongst patients and staff that old age or disability may still give the opportunity for growth in happiness and spiritual development.

B. In pursuance of the above objects but not further or otherwise the association shall have the following powers:-

(a) To purchase take on lease or otherwise acquire any property and any rights and privileges necessary for the promotion of the said objects and construct, maintain and alter any buildings or erections necessary for the work of the Association.

(b) Subject to such consents as may be required by law to sell let or mortgage dispose of or turn to account all or any of the property or assets of the Association.



c) To receive donations and endowments for the carrying out or furtherance of any of the objects of the Association and to enable treatment to be given at reduced charges.

d) To make loans and grants to other charitable bodies.

e) Subject to such consents as may be required by law to borrow and ask money for the furtherance of the objects of the Association in such manner and on such security as the Association may think fit.

f) To employ and pay any person or persons to supervise, organise and carry on the work of the Association and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents.

g) To provide training for the employees of the Association and other persons concerned with the relief and care of the sick, elderly, disabled and poor by the provision of lectures, seminar classes and training courses.

h) To invest the money of the Association not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

i) To do all such other things as are incidental or conducive to the attainment of the above objects.

j) To provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.

**PROVIDED THAT:**

i. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

ii. The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

iii. In case the association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise by way of profit, to members of the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association

a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of the Council) for any services rendered to the Association;

b) of interest on money lent by any member of the Association or of its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being of the Association's Bankers or 3 per cent whichever is the greater;

c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;

d) of fees, remuneration or other benefit in moneys or money's worth to a company of which a member of the Council of Management or Governing Body may be a member; and

e) to any member of its Council of Management or Governing Body of out of pocket expenses;

f) of a pension to any officer or servant or former officer or servant of the Association.

g) of any premium in respect of any indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.

5. The liability of the members is limited.

6. Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Association, contracted before the time at which he ceases to be a Member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding One Pound.

7. If upon the winding up or dissolution of the Association there remains any property whatsoever after the satisfaction of all the debts and liabilities of the Association the same shall not be paid to or distributed among the Members of the Association but shall be given or transferred to institution or institutions having charitable objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, and if and so far as effect cannot be given such provision, then to some other charitable object.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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Names and Addresses of Subscribers

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Ashley Charles Gibbs Ponsonby  
of Woodleys, Woodstock, Oxon.

Mary Isabella Blewitt McMaster  
of 1 Brookside, Headington, Oxford. OX3 7PJ

Mark Annesley Norman  
of Wilcote Manor, Charlbury, Oxfordshire.

Richard Charles Napier Thomas  
of St. Brelade's, 131 Limewalk,  
Headington, Oxford. OX3 7AD

Hugh Geoffrey Scrutton  
of 2a Bickerton Road, Oxford. OX3 7LS

Joyce Crowther-Hunt  
of The Rector's Lodgings, Exeter College, Oxford.

Kenneth Brian Wilson  
of Field End, Harcourt Hill,  
North Hinksey, Oxford. OX2 9AT

Christopher Hammon Paine  
of Dame Alice Farm, Watlington, Oxford. OX9 5EP

James Edmund Cocke  
of All Saints Vicarage, 85 Old Road,  
Headington, Oxford. OX3 7LB

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Dated this 6th day of January, 1986.

Witness to the above Signatures:- David John Vernon Wright,  
20/22, St. Michaels Street,  
Oxford. OX1 2EA

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

ST. LUKE'S OXFORD

1. In the construction of these Articles the following words and expressions shall have the respective meanings hereinafter assigned to them, if such meanings are not inconsistent with the context or subject matter.

"The Act" means the Companies Act 1985:

"The Association" means the above-named Company:

"Member of Members" means any Member or Members of the Association as hereinafter in these Articles defined:

"Councillor or Councillors" means Member or Members of the Council which is the governing body of the Association:

"The Seal" means the common seal of the Association:

"Month" means calendar month:

"In writing" means written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form:

All words of the masculine gender shall be deemed, unless the interpretation is inconsistent with the context, to include women.

GENERAL

2. The Association is established for the purposes expressed in the Memorandum of Association.

MEMBERS

3. The number of members with which the Association proposes to be registered is 12, but the Council may from time to time register an increase in members.

4. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership shall be members of the Association.

5. At least 14 days notice shall be given to the members of the Council of any meeting at which it is intended to propose any person for election as a member of the Association stating the name and address of the person to be proposed and the name of the member of the Council proposing him.

6. On the election of any person as a member of the Association in accordance with the above regulations, his name shall forthwith be entered on the Register of members.

7. Any member of the Association who shall desire to retire shall signify such desire in writing to the Secretary and thereupon his name shall be removed from the Register of Members and he shall be deemed to have retired.

#### OFFICERS

8. The Officers of the Association shall be:-

- (a) The Founder and Life President
- (b) A President
- (c) A Chairman
- (d) A Secretary
- (e) A Treasurer

9. (a) The Association shall have as Founder and Life President Mary Isabella Blewitt McMaster O.B.E., who shall ex officio be a life member of the Association and of the Council and she shall not be subject to the provisions of Article 7.

(b) The Association shall have a President, a Chairman, a Secretary and a Treasurer elected by the Council either from amongst its own members or otherwise subject to obtaining his prior consent to be nominated for such office.

The President shall continue in office for such time as he is willing to continue to act as President.

The Chairman, Secretary and Treasurer shall be entitled to retain such office for three years but shall then be eligible for re-election, each post being subject to re-election in succeeding years.

10. Any vacancy in the office of President or Chairman or Secretary or Treasurer shall (unless the Council shall deem it desirable that such vacancy shall not be filled) be filled by the Council.

#### THE COUNCIL OF MANAGEMENT

11. The Association shall be governed and its affairs administered subject to these Articles by a Council.

12. The members of the Council shall be elected at the Annual General Meeting and shall at the end of their term of office be

eligible for re-election. The Council shall consist of not more than 12 nor less than 6 members.

13. The Council may from time to time and at any time appoint any member of the Association as a member of the Council, either to fill a casual vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting but he shall then be eligible for re-election.

14. Until the first Annual General Meeting, the Council shall consist of the subscribers to the Memorandum of Association.

15. The Association may from time to time in General Meeting increase or reduce the number of members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting such increase.

16. The office of a member of the Council shall be vacated:-

(a) If a Receiving Order is made<sup>d</sup> against him or he makes any arrangement or composition with his creditors.

(b) If he becomes of unsound mind.

(c) If he ceases to be a member of the Association.

(d) If by notice in writing to the Association he resigns his office.

(e) If he ceases to hold office by reason of any Order made under Sections 297, 298 and 300 of the Act.

(f) If he is removed from office by a resolution duly passed pursuant to Section 303 of the Act.

PROVIDED that Section 293 of the Act shall be deemed not to apply under these Articles, and no person otherwise qualified to hold office shall be or become ineligible to do so simply by virtue of attaining the age of 70 or any other age.

17. At the Annual General Meeting in each year, one third of the Councillors for the time being in office (or if such Councillors shall not be a multiple of three, then the number nearest to but not exceeding one third) shall retire from office, and the Members present shall elect a like number of persons, being Members, to fill the vacated office. The Councillors to retire shall be those who have been longest in office, and as between persons who have been equally long in office shall, in the absence of agreement between persons who have been equally long in office shall, in the absence of agreement between them, be determined by lot. A retiring Councillor shall be eligible for re-election. For the purpose of this Article length of time in office shall in the case of any Councillor who has been re-elected be calculated from the date of his last election. A retiring Councillor shall be deemed to continue in office until the close of the meeting at which his successor is appointed. If at any Annual General Meeting at which any Councillor is due to

retire under the foregoing provisions his successor shall not be so elected, the retiring Councillor shall be deemed to have been re-elected at such meeting. In the case of any casual vacancy occurring among the Councillors Council may appoint any Member to fill such vacancy, but any Councillor shall hold office only until the next Annual General Meeting, and shall then retire.

#### THE VISITOR

18. The official Visitor shall be the Bishop of Oxford for the time being, or such other person as the Council and the Bishop of Oxford for the time being shall jointly agree to depute.

#### GENERAL MEETINGS

19. A General Meeting of the Members shall be held at least once in every year, on such day and at such time and place as the Council may appoint. The above-mentioned General Meetings shall be called Extraordinary meetings.

20. The Council may, whenever they think fit, and shall upon a requisition made in writing and signed by any six Members or such lower number as represents one tenth or more of the voting rights for the time being of all the members of the Association convene an Extraordinary Meeting.

21. Any requisition made by Members shall express the object of the meeting proposed to be called, and shall be left with the Secretary of the Association.

22. Upon the receipt of such requisition, the Council shall forthwith proceed to convene an Extraordinary meeting, and if they do not convene the same within twenty-one days from the date of the receipt of such requisition, the requisitionists may themselves convene an Extraordinary Meeting.

23. A notice of every General Meeting shall be given to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the Association, and in such form and manner as subject to the requirements of the Act the Council may from time to time prescribe. The non-receipt of such notice by any Member or other person as aforesaid shall not invalidate the proceedings of any General Meeting, or any resolution passed thereat.

24. All business shall be deemed special that is transacted at an Ordinary Meeting, with the exception of the consideration of the accounts, balance sheets and the report of the Council the election of Councillors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

25. Six Members shall be a quorum, and no business shall, except in the case hereinafter mentioned, be transacted unless a quorum is present at the commencement of such meeting. If within one hour from the time appointed for the meeting a quorum of Members is not present, the meeting shall, if convened upon the requisition of the Members, be dissolved, and in any other case shall stand adjourned to some time and place to be then fixed by the Members present,

and if at such adjourned meeting a quorum of Members is not present, the Member or Members present may proceed to the transaction of business.

26. The Chairman, or if he shall be absent, any Member chosen by the Members present to be Chairman at such meeting, shall preside as Chairman at any General Meeting of the Association.

27. The Chairman of any General Meeting shall, in case the votes at such meeting are equally divided, have, as well as his own vote a second or casting vote.

28. The Chairman of any General Meeting may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which such adjournment took place.

#### POWERS OF THE COUNCIL

29. The entire business of the Association shall be arranged and managed by the Council, who may exercise all such powers of the Association as are not, by the Companies Act 1985 or these Articles, declared to be exercisable by the Association in General meeting, and no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

30. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case their number shall at any time be reduced to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purposes of admitting persons to membership of the Association filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

31. The Council may delegate to any officer of the Association or to any Committee, consisting of such number of their body or other persons as they shall determine, provided that the majority of members of any such Committee shall be members of the Council, such powers as the Council may think fit to so delegate provided that all activities of any such Committee shall be reported back to the Council as soon as possible. All appointments made by the Council, either by itself or through any Committee or other delegate, shall be determinable by the Council in such manner as may be prescribed in the agreement relative to such appointment.

32. The Council shall have power to require any Member to resign his Membership of the Association by a vote of not less than three-fourths of those present at a Meeting of the Council specially convened for that purpose.

Provided that at least 7 days notice of such meeting be given and in the event of such Member not resigning his membership within one month after notice of such request has been sent to him at his address on the Register of Members, his name may be removed from the Register of Members.

33. The Council may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property or any part hereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Association or any third party.

34. All moneys received by the Association shall be regularly paid into the banking account or one of several banking accounts to be kept in the name of the Association, and no money shall be paid by or on account of the Association, other than petty cash disbursements, except by cheque on a banking account. Petty cash disbursements shall be paid out of cash, for which cheques on a banking account shall be drawn from time to time as required. All cheques on a banking account shall be signed and countersigned as may from time to time be directed by the Council.

35. The Council shall have power to make and afterwards repeal or alter, such bye-laws or regulations for the conduct of the general affairs of the Association and for the despatch of business as the Council may from time to time deem necessary, provided that such bye-laws do not contravene any of the provisions herein contained.

36. The Council shall provide a Common Seal and shall have full power to use the same seal in the execution of all or any of the powers hereby vested in them, or otherwise in relation to the business or affairs of the Association as they in their discretion think fit, and any documents bearing the seal of the Association and purporting to be attested by two Councillors shall, in the absence of proof to the contrary, be deemed to be duly sealed by the Association.

37. The Council shall be paid all actual outlay on behalf of the Association incurred by order of, or sanctioned by, the Council.

38. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

39. The Council shall cause true accounts to be kept of the receipts and expenditure of the Association, and shall cause the accounts of the Association to be audited annually according to the Statutes applicable thereto. The books of account shall be kept at the registered office of the Association or at such other place or places, subject to Section 222(1) of the Act, as the Council shall think fit, and shall always be open to the inspection of the members of the Council.

40. At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account made up to a date not more than nine months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council

and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting, subject nevertheless to Section 240 of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. the Auditors' report shall be open to inspection and be read before the meetings as required by Sections 236 and 237 of the Act.

#### AUDIT

41. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors. Such Auditor or Auditors shall be appointed and his or their duties regulated in accordance with Sections 387 to 389 of the Act and Sections 236 and 237 of the Act, the member of the Council being treated as the Directors mentioned in those Sections.

#### PROCEEDINGS OF THE COUNCIL

42. The Council may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business, and, until otherwise determined, six shall be a quorum. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.

43. The Chairman may, and on the request of any three Councillors shall, at any time summon a meeting of the Council.

#### NOTICES

44. Notices required to be served by the Association upon any Member may be served either personally or by leaving the same, or by sending the same through the post in a prepaid envelope or wrapper, addressed to such Member at his registered address. All notices if served by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the same was properly addressed and put into the post office. A certificate in writing by the Secretary or other officer of the Association that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

45. A Member not having a registered address within the United Kingdom shall not be entitled to receive any notice.

#### DISSOLUTION

46. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.