

COMPANY NUMBER: 01989868

CHARITY NUMBER: 293522

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

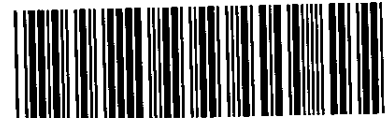
OF

ST. LUKE'S OXFORD

(the "Company")

Circulated on 21st March 2018

SATURDAY



A34 *A73CCIYG* 07/04/2018 #24
COMPANIES HOUSE

- (1) Recognising that, further to section 28 Companies Act 2006, the operative provisions of the Company's Memorandum of Association shall be treated as forming part of the Company's Articles of Association; and
- (2) Having secured the prior written consent of the Charity Commission under section 198 Charities Act 2011 (a copy of which is attached to this written resolution); and
- (3) Pursuant to Chapter 2 of Part 13 of the Companies Act 2006;

The Directors of the Company propose that the following resolution is passed as a special resolution (the **Special Resolution**).

SPECIAL RESOLUTION

THAT Clause 3A of the Company's Memorandum of Association is deleted in its entirety and replaced with the following wording:

"3A The objects for which the Association is established are the relief and care of the elderly, sick, disabled and poor from all faiths and those of none, including, to the extent that it is relevant and practical to do so, in a manner and atmosphere appropriate to such faith.

In pursuit of the above objects, the Association shall:

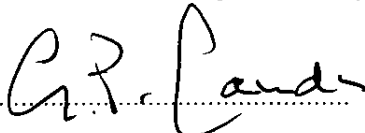
- (a) assist in the treatment and care of persons suffering from physical illness of any description or in need of rehabilitation as a result of such illness, by the provision of long-term nursing care, palliative care, respite care and post-operative rehabilitation for sick, disabled and elderly persons;
- (b) endeavour to promote the dignity and quality of life due to every individual, seeing each as a whole person, and aiming to give all those suffering from pain and disability the opportunity for growth in happiness and spiritual development; and

- (c) offer spiritual support for patients to the extent that patients wish to seek such consultation, through the provision of visits from such people of faith as are appropriate, which may include services in the hospital Chapel."
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AGREEMENT

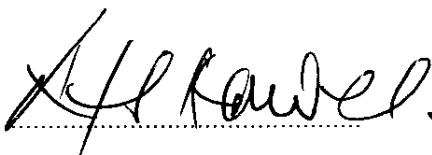
Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

The undersigned, each being a person entitled to vote on the Special Resolution on the circulation date stated at the top of this document, hereby irrevocably agrees to the Special Resolution:

Signature: 

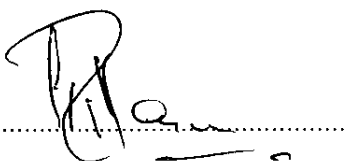
Full Name: PAUL GRAHAM CANDY

Date: 21.03.2018

Signature: 

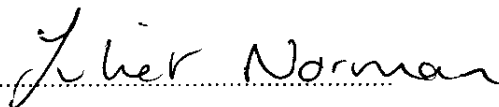
Full Name: ROBERT JOHN SPENCER HAWES

Date: 21.3.2018

Signature: 

Full Name: RODNEY MANN

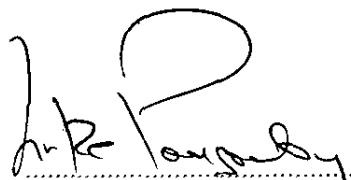
Date: 21.03.18

Signature: 

Full Name: LADY JULIET NORMAN

Date: 21/3/18

Signature:



Full Name:

LUKE ARTHUR PONSONBY

Date:

21/3/2018

Signature:



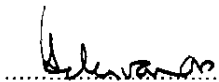
Full Name:

NIGEL TALBOT RICE

Date:

21/3/18

Signature:



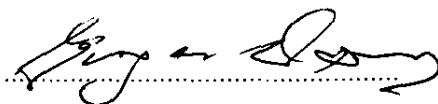
Full Name:

DR HELEN VAN OSS

Date:

21.3.18

Signature:



Full Name:

GUY MARSDEN WAREING

Date:

21/3/18

Signature:

.....

Full Name:

MARTIN JOHN WILKINSON

Date:

.....

NOTES

1. If you agree with the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy David Kerr
- **Post: returning** the signed copy by post to David Kerr at St Luke's Hospital, Latimer Road, Oxford OX3 7PF.
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to dave@stlukeshosp.co.uk. Please enter "Special Resolution" in the e-mail subject box.

If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. *Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.*
3. Unless, by 28 days after the circulation date shown above, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us by this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

THE COMPANIES ACT 2006

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

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

3.A. The objects for which the Association is established are the relief and care of the elderly, sick, disabled and poor from all faiths and those of none, including, to the extent that it is relevant and practical to do so, in a manner and atmosphere appropriate to such faith.

In pursuit of the above objects, the Association shall:

- a) assist in the treatment and care of persons suffering from physical illness of any description or in need of rehabilitation as a result of such illness, by the provision of long-term nursing care, palliative care, respite care and post-operative rehabilitation for sick, disabled and elderly persons;
- b) endeavour to promote the dignity and quality of life due to every individual, seeing each as a whole person, and aiming to give all those suffering from pain and disability the opportunity for growth in happiness and spiritual development; and
- c) offer spiritual support for patients to the extent that patients wish to seek such consultation, through the provision of visits from such people of faith as are appropriate, which may include services in the hospital Chapel.

B. In pursuance of the above 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 for 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 elderly, sick, and disabled people 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) (1) To provide indemnity insurance to cover the liability of the Members (directors) and officers: (a) 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: (b) to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986. (2) Any such insurance in the case of (1)(a) shall not extend to: (a) any liability resulting from conduct which the Members (directors) or officers knew, or must reasonably be assumed to have known, was not in the best interests of the company, or where the Members (directors) or officers did not care whether such conduct was in the best interests of the company or not; (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonest or wilful or reckless misconduct of the Members (directors) or officers; (c) any liability to pay a fine or regulatory penalty. (3) Any insurance in the case of (1)(b) shall not extend to any liability to make such a contribution where the basis of the Members (directors) or officers liability is his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation

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 not exceeding 3 per cent per annum or a rate no higher than 2 per cent below the base lending rate for the time being of the Association's Bankers, 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 Members(directors) and officers purchased in accordance with 3B(j).

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 an 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.

THE COMPANIES ACT 2006
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 2006:

“The Association” means the above-named Company:

Any reference within the relevant statutes to “Director(s)” shall be construed as if it had read “Member(s) or Councillor(s)”:

“Member or 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 for 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 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) A President
 - (b) Vice President(s)
 - (c) A Chairman
 - (d) Chief Executive
 - (e) Company Secretary & Finance Manager

The Chairman, shall be entitled to retain such office for three years but shall then be eligible for re-election, in each succeeding year.

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

THE COUNCIL OF MANAGEMENT

10. The Association shall be governed and its affairs administered subject to these Articles by a Council.
11. 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.
12. 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.
13. Until the first Annual General Meeting, the Council shall consist of the subscribers to the Memorandum of Association.
14. 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.

15. The office of a Member of the Council shall be vacated:-
- (a) If a Receiving Order is made 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 The Company Directors Disqualification Act 1986 or the Insolvency Act 1985.
 - (f) If he is removed from office by a resolution duly passed pursuant to Section 168 of the Companies Act 2006
16. At the Annual General Meeting in each year, one third of the Councillors for the time being in office (of 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 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 in the case of any Councillor who has been re-elected shall 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.

GENERAL MEETINGS

17. 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.
18. The Council may, whenever it thinks 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 a General Meeting.
19. 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.
20. Upon the receipt of such requisition, the Council shall forthwith proceed to convene a General 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 a General Meeting.
21. 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.

22. Four 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.
23. 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.
24. 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.

POWER OF THE COUNCIL

25. 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 2006 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.
26. 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 summoning a General Meeting, but not for any other purpose.
27. 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.

28. 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 14 days' notice of such meeting is 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.

29. 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.
30. 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 or by authorised electronic banking means 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 or electronic banking payments on a banking account shall be signed and countersigned or in the case of electronic banking authorised and counter authorised as may from time to time be directed by the Council. Council may authorise one or more Members of the executive management team to use a bank direct debit card and/or Company credit card to make payments as and when necessary for the effective and efficient purchase of goods or services. Such card(s) to be subject to maximum limits laid down from time to time by council.
31. 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.
32. 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.
33. The Council shall be paid all actual outlay on behalf of the Association incurred by order of, or sanctioned by, the Council.
34. 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.

35. The Council shall keep proper accounting records and from them produce for audit, accounts and report of Council, in accordance with relevant statutes. The accounting records shall be kept at the registered office of the Association or at such other place or places, as the Council shall think fit, and shall always be open to the inspection of the Members of the Council.
36. 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 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 and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 14 clear days before the date of the meeting, 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.

AUDIT

37. Once at least in every year the accounts of the Association shall be examined and 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 498 to 502 of the Act

PROCEEDINGS OF THE COUNCIL

39 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, four shall be a quorum. Questions arising at any meeting shall be determined by a majority of votes.

- 40 Council Members have a duty to avoid conflicts of interest.
Members are required to declare any conflict of interest at the start of each meeting, or immediately that it becomes apparent during a meeting. Council may, at its discretion, permit the Member to address the meeting despite the conflict but the Member may not vote on the matter nor be one of the Members making up a quorum. Member(s) declaring an interest may be asked to vacate the meeting whilst the matter is discussed and voted upon.
41. A Member of the Association is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Association
- 42 The Chairman may, and on the request of any three Councillors shall, at any time, summon a meeting of the Council.

NOTICES

- 43 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.

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

DISSOLUTION

38. 45 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.