

Company number: 02447182

Companies Act 2006

Certificate of passing of a special resolution

of

Breast Cancer Care ("the Company")

The following resolution was duly passed as a special resolution on *19 March 2019* by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

With effect from 23:59 on 31 March 2019. THAT the draft Articles of Association attached to this resolution be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

Signed: *EBurns*

Director *Burns* **BURNS**

Date: *19 March 2019*

WEDNESDAY



A14 *A824IU1C* #203
27/03/2019
COMPANIES HOUSE

THE COMPANIES ACT 1985 to 2006

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

ARTICLES

OF ASSOCIATION

of

BREAST CANCER CARE

**(As amended by Special Resolution of 20th January 2000 &
5th April 2005, Written Resolutions of 27th September 2006
& 31st March 2008, Special Resolution of 22nd July 2008,
Written Resolution of 21st April 2017,
Written Resolution of 21st February 2019 &
Written Resolution of 19th March 2019)**

Bates, Wells and Braithwaite
10 Queen Street Place
London
EC4R 1BE

Interpretation

1. In these Articles:

1.1 The provisions set out in the Appendix to these Articles, which formerly were part of the Memorandum of Association, shall apply as provisions of these Articles, and any reference to “Memorandum” shall be construed as references to the text in the Appendix.

1.2 the following terms shall have the following meanings:

TERM	MEANING
“Act”	the Companies Act 2006 including any statutory modification or re-enactment for the time being in force
“address”	in relation to electronic communications includes any number or address used for the purposes of such communications
“Articles”	these Articles of Association as from time to time altered
“clear days”	in relation to the period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
“Company”	Breast Cancer Care
“electronic communications”	has the meaning ascribed to it in the Electronic Communications Act 2000 including any statutory modification or re-enactment for the time being in force
“electronic signature”	has the meaning ascribed to it in the Electronic Communications Act 2000 including any statutory modification or re-enactment for the time being in force
“in writing”	written printed or transmitted writing including by electronic communication

“Office”	the registered office of the Company
“the United Kingdom”	Great Britain and Northern Ireland
“Member”	means Breast Cancer Now, a company limited by guarantee registered in England and Wales (number 09347608 and a charity registered in England and Wales (number 1160558), Scotland (SC045584) and Isle of Man (No. 1200) or any successor organisation admitted in accordance with Article 2
“Memorandum”	the Memorandum of Association, the terms of which are now set out in the Appendix to these Articles
“Month”	calendar month
“the Board”	the board of Trustees of the Company
“Secretary”	the Secretary of the Company
“Trustee and Trustees”	the director and directors as defined in the Act

- 1.3 words importing the singular number shall include the plural number and vice versa;
- 1.4 words importing the feminine gender only shall include the masculine gender and vice versa;
- 1.5 words importing persons shall include corporations; and
- 1.6 subject as aforesaid any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall if not inconsistent with the subject or context bear the same meanings in these Articles.

MEMBERSHIP

2. The Company’s membership shall be constituted as follows:
 - 2.1 The Member is the sole member of the Company.
 - 2.2 In the event of a bona fide reconstruction of the Member without insolvency the Member’s successor organisation shall automatically become a member of the Charity.

- 2.3 If the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up or is subject to equivalent proceedings in any other jurisdiction, the Member's membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the former Member admit any other person or persons willing to become the member or members of the Company to membership.
- 2.4 The Member shall appoint an individual to represent it at meetings of the Company and the name of such representative or his or her alternate(s) from time to time and the fact that he or she is the representative of the Member or is an alternate(s) of such representative shall be noted in the register of members. The Member shall be able to replace its representative and his or her alternate(s) with another individual(s) by giving notice in writing to the Company.

THE BOARD

Number of Trustees

3. There shall be at least three Trustees.

Powers of Trustees

4. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Company shall be governed by the Board who may exercise all the powers of the Company. No alteration of the Memorandum or Articles shall invalidate any prior act of the Board which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Board.
5. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it determines.
6. Without prejudice to the generality of Article 5 the Board may from time to time:
- 6.1 appoint a Chair, Vice-Chair and Treasurer;
 - 6.2 subject to the provisions of the Act appoint and remove a Secretary who may or may not be a Trustee for such term and on such conditions as the Board may think fit provided that:
 - 6.2.1 a Secretary who is not a Trustee may be appointed for such remuneration as the Board thinks fit;

- 6.2.2 a Secretary who is also a Trustee may not receive any remuneration or benefits from the Company by virtue of her position as Secretary whilst she also holds office as a Trustee; and
- 6.2.3 any provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the Secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in the place of, the Secretary.
- 6.3 subject to the provisions of the Act appoint a President and other officers or appointees as it may so determine from time to time and may designate any of the same as being honorific titles and may delegate to such persons such powers and authority and such duties and responsibilities as it shall think fit and provided further that such persons shall not by virtue only of having been admitted to such honorific title be members of the Company or be Trustees or have any right to speak or vote at general meetings of the Company or Board meetings; and
- 6.4 appoint a Chief Executive (who shall not be a Trustee) to deal with the administration of the Company and/or to perform such other specific duties as the Board may consider appropriate. Any such appointee shall be appointed by the Board for such term at such remuneration and upon such terms and conditions as the Board may think fit and may be removed by the Board.

Regulations

- 7. The Board shall have power from time to time to make, repeal or alter regulations as to the management of the Company and its affairs, as to:
 - 7.1 the duties of any officers or employees of the Company;
 - 7.2 the conduct of business by the Board or any sub-committee;
 - 7.3 the admission to Board meetings or general meetings of the Company of persons not entitled by these Articles to admission;
 - 7.4 any of the matters or things within the powers or under the control of the Board provided that such regulations shall not be inconsistent with the Memorandum or the Articles.
- 8. The Board shall adopt such means as it deems sufficient to bring to the notice of members of the Company all such rules regulations or bye-laws.

Delegation of Trustees' Powers

- 9. The Board may delegate any of its powers to sub-committees consisting of such member or members of their body (if any) as they think fit.
- 10. The deliberations of any such sub-committee shall be reported regularly to the

Trustees and any resolution passed or decision taken by any such sub-committee shall be reported forthwith to the Board and for that purpose every sub-committee shall appoint a Secretary.

11. For the avoidance of doubt, the Board may (in accordance with Article 12) delegate all financial matters to any sub-committee and may empower such sub-committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no sub-committee shall incur expenditure on behalf of the Company except in accordance with a budget which has been approved by the Board.
12. The meetings and proceedings of any sub-committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Board.
13. All acts done by any meeting of the Board or of a sub-committee of the Board or by any person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the committee 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 and was qualified to be a Trustee.

Appointment of Trustees

14. Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 15, may be appointed to be a Trustee by the Member (acting through its authorised representative) serving notice in writing on the Company. The term of office which shall apply to the Trustees shall be three years, unless otherwise specified by the Member in the notice, but if no term is specified when a Trustee is appointed, he or she will remain in office until he or she ceases to hold office in accordance with Article 15.

DISQUALIFICATION OF TRUSTEES

15. The office of a Trustee shall be vacated:-
 - 15.1 if she shall have been absent without permission of the Trustees from three consecutive meetings of the Board with no good reason and the Trustees resolve that her office be vacated; or
 - 15.2 if she becomes prohibited from being a Trustee by reason of any order made under the Act; or
 - 15.3 if she becomes of unsound mind, becomes incapable by reason of mental disorder, illness or injury of managing and administering her property and affairs; or

- 15.4 if she resigns her office by notice in writing to the Company; or
 - 15.5 if she undertakes an activity or so conducts herself in such a way as in the unanimous opinion of all the other Trustees the interests of the Company would be prejudiced; or
 - 15.6 on twenty-one days' notice of a resolution of the Board on a simple majority vote to remove her from the office of Trustee, provided that the Board has afforded the Trustee who is the subject of the resolution a reasonable opportunity to be heard; or
 - 15.7 the Member serves a written notice on the Company that he or she be removed from the office.
16. Any person may be appointed or elected as a Trustee, provided she is at least sixteen years of age, and no Trustee shall be required to vacate her office by reason of her attaining or having attained the age of seventy years or any other age.

MEETINGS

Trustees' meetings

17. Two Trustees may (and the Secretary shall at the request of two Trustees) call a Trustees' meeting.

Members' meetings

18. Subject to the provisions of the Act and these Articles, the Company shall dispense with the holding of general meetings for so long as there is a sole member and resolutions of the Company shall be passed by way of written decision in accordance with Article 25.
19. If, in accordance with the Act, a general meeting is required to be called, then the provisions of Part 3 of Schedule 2 of the Companies (Model Articles) Regulations 2008 shall apply to the meeting. Accordingly, the Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting (whether or not any two members attend in the same place) to exercise their rights to speak or vote at it.
20. (To the extent there may be more than one member) each member shall have one vote.

Written decisions

21. For so long as there is a sole member of the Company, details of any decision

of the sole member that:

- 21.1 may be taken by the Company in general meeting, and
- 21.2 has effect as if agreed by the Company in general meeting,
must (unless that decision is taken by way of a written resolution) be provided to the Company in writing within 14 days of the date of the decision.
- 22. The members may pass resolutions as written resolutions in accordance with the Act.
- 23. Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Act.

Conflicts of interest

- 24. The following provisions shall apply in relation to conflicts of interest and conflicts of loyalty:
 - 24.1 Whenever a Trustee has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person but excluding any duty of loyalty owed to the Member) directly or indirectly in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees or in any transaction or arrangement with the Company (whether proposed or already entered into), the Trustee concerned shall:
 - 24.1.1 declare an interest at or before any discussion on the item;
 - 24.1.2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;
 - 24.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and
 - 24.1.4 withdraw during the vote and have no vote on the item.
 - 24.2 Where a Trustee becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Trustees, the Trustee concerned shall:
 - 24.2.1 as soon as possible declare an interest to all the other Trustees;
 - 24.2.2 not be entitled to vote on the resolution in writing, and
 - 24.2.3 the resolution shall take effect accordingly provided that any Trustee who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.

- 24.3 Articles 24.1.2 to 24.1.4 and 24.2 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.
- 24.4 If a conflict of interests arises for a Trustee, which may, but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Trustees, the unconflicted Trustees may authorise the conflict of interests (the authorised conflict) subject to the conditions in Article 24.5.
- 24.5 A conflict of interests may only be authorised under Article 24.4 if:
- 24.5.1 the unconflicted Trustees consider it is in the interests of the Company to do so in the circumstances applying;
 - 24.5.2 the procedures of Articles 24.1 and 24.2 (as the case may be) are followed in respect of the authorised conflict; and
 - 24.5.3 the terms of clause 5 of the Memorandum are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict.
- 24.6 Where a conflict is authorised in accordance with Articles 24.4 and 24.5 above, the unconflicted Trustees, as they consider appropriate in the interests of the Company, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Trustee:
- 24.6.1 to disclose information confidential to the Company to a third party;
or
 - 24.6.2 to refrain from taking any step required to remove the conflict,
and may impose conditions on the authorisation.
- 24.7 A conflict of interest arising from a duty of loyalty owed by a Trustee to the Member is hereby authorised as if the provisions of Articles 24.4 and 24.5 had been followed.

Written resolutions

25. A resolution in writing signed (including by way of electronic signature) by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.

Virtual meetings

26. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Minutes

27. The Trustees shall cause minutes to be made in books provided for the purpose:

27.1 of all appointments of Trustees made by the Board;

27.2 of the names of the Trustees present at each meeting of the Board and of any sub-committees of the Board;

27.3 of all resolutions of and proceedings at all meetings of the Company, and of the Board and of sub-committees of the Board.

Accounts and Reports

28. The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.

29. The Trustees shall comply with the requirements of the Act and of the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

29.1 annual reports;

29.2 annual returns; and

29.3 annual statements of account.

Notices

30. Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in writing.
31. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him/her.

32. A member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
33. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

INDEMNITY

34. Subject to the provisions of the Act, every Trustee, Secretary or other official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by her in or about the execution and discharge of the duties of her office.

DISSOLUTION

35. Clauses 7 and 8 of the Memorandum relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

APPENDIX

**THE COMPANIES ACT
1985 to 2006**

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

MEMORANDUM OF ASSOCIATION

of

BREAST CANCER CARE

1. The name of the Company (hereinafter called “the Company”) is “**BREAST CANCER CARE**”.
2. *The Registered Office of the Company will be situate in England and Wales.*
3. The Company’s objects are restricted specifically, in each case only for the public benefit, to
 - 3.1 Advance health, including the health of individuals suffering from cancer, patients receiving treatment, those convalescing following treatment by
 - 3.1.1 Promoting activities which will assist with awareness, identification and prevention of cancer,
 - 3.1.2 Assisting those individuals who are disabled, infirm or in need of assistance,
 - 3.2 Advance the health of individuals by undertaking research into the causes and treatment of cancer on terms that the results of such research are published,
 - 3.3 Advance public education in and understanding of the nature of cancer and its treatments particularly (without prejudice to that generality) among sufferers of cancer and the families, friends and carers of such persons, and
 - 3.4 Promote such charitable objects concerned with medical research or the relief of sickness as the Directors shall in their absolute discretion determine.

4. In furtherance of the said objects, but not further or otherwise, the Company shall have power:-
- 4.1 to offer an information and support service which is confidential and fully accessible on all aspects of breast care and breast treatment;
 - 4.2 to offer practical information and support (including to people who have suffered from cancers other than breast cancer where to do so facilitates provision of services to people with breast cancer);
 - 4.3 to provide a network of trained volunteers for women or men who have had breast cancer, or other breast disorders, and also for their partners and families;
 - 4.4 to provide a range of aftercare services for all those living with breast cancer, both primary and secondary;
 - 4.5 to work closely with health professionals involved in the care and treatment of those with breast cancer and benign breast disease and to work closely with the Department of Health and other agencies regarding issues related to breast cancer;
 - 4.6 to write, commission, print, publish or distribute gratuitously or otherwise written materials or other materials recorded in or on any format, or assist in these activities;
 - 4.7 to provide a range of meetings, education and training courses, conferences and seminars;
 - 4.8 to conduct or procure research in relation to breast disease;
 - 4.9 to provide or procure the provision of counselling and guidance;
 - 4.10 to purchase, take on lease or in exchange, hire or otherwise acquire any interest whatsoever in real or personal property and equip it for use and to construct, maintain and alter any buildings or installations necessary for the work of the Company;
 - 4.11 subject to any consent required by law to sell, manage, mortgage, dispose of or turn to account or otherwise deal with all or any of the property or assets of the Company with or without payment and subject to such conditions as it may think suitable;
 - 4.12 to raise funds and invite and receive contributions from any person(s) provided that the Company shall not undertake any permanent trading activities in raising funds;
 - 4.13 to undertake and execute any charitable trusts which may lawfully be undertaken by the Company;

- 4.14 subject to any consent required by law to borrow and raise money on such terms and security as the Company may think suitable;
 - 4.15 to draw, accept, endorse, discount, execute or issue promissory notes, bills of exchange and other negotiable instruments and to open and operate banking accounts and other facilities for banking;
 - 4.16 to invest and deal with the moneys of the Company not immediately required for its purposes in or upon any investments, securities or property;
 - 4.17 to carry on trade in the course of carrying out any of the Company's objects;
 - 4.18 to carry on temporary trade ancillary to carrying out the Company's objects;
 - 4.19 to incorporate wholly owned subsidiary companies to carry on any trade;
 - 4.20 to establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to the Company's objects and subscribe, lend or guarantee money to such charitable institutions;
 - 4.21 to employ and pay employees and professional or other advisors;
 - 4.22 to grant pensions and retirement benefits to employees of the Company and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Company and their dependants;
 - 4.23 to purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions, whether corporate or unincorporated with objects similar to those of the Company;
 - 4.24 to pay out of the funds of the Company the costs of formation and registration of the Company;
 - 4.25 to do all such other lawful things as will further the Company's objects.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out in this Memorandum of Association. No part shall be paid or transferred, directly or indirectly to members or Trustees of the Company without the prior written consent of the Charity Commission except for payment in good faith of:-

- 5.1 reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the business of the Company;
 - 5.2 interest on money lent to the Company at a reasonable and proper rate;
 - 5.3 reasonable and proper rent for premises let to the Company;
 - 5.4 fees, or other benefits to any company of which a Trustee is also a member holding not more than 1/100th part of the capital;
 - 5.5 a payment in his, her or its capacity as a beneficiary of the Company in accordance with the Company's objects.
6. The liability of the members is limited.
 7. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up whilst he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Company 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 the contributories among themselves, such amount as may be required not exceeding £1.
 8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution.
 9. Words and phrases used in this Memorandum have the same meanings as are ascribed to them in the Articles of the Company unless the context otherwise requires.

As issued on 19 March 2019 on the Charity Commission's regulatory authority case c-487992 (1017658)

To the Trustees of Breast Cancer Care (registered charity number 1017658)

On behalf of the Charity Commission for England and Wales, consent is hereby given under section 198 of the Charities Act 2011 to the following proposed amendments to the charity's present governing provisions, being Memorandum and Articles of Association incorporated 28 November 1989, as amended by special resolutions of 20th January 2000 and 5th April 2005, written resolutions of 27th September 2006 and 31st March 2008, special resolution of 22nd July 2008, and written resolutions of 21st April 2017, and of 21st February 2019.

1. The charity may amend Article 24 by replacing in full it with the following wording:

24. The following provisions shall apply in relation to conflicts of interest and conflicts of loyalty:

- 24.1 Whenever a Trustee has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person but excluding any duty of loyalty owed to the Member) directly or indirectly in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees or in any transaction or arrangement with the Company (whether proposed or already entered into), the Trustee concerned shall:

- 24.1.1 declare an interest at or before any discussion on the item;

- 24.1.2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;

- 24.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and

- 24.1.4 withdraw during the vote and have no vote on the item.

- 24.2 Where a Trustee becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Trustees, the Trustee concerned shall:

- 24.2.1 as soon as possible declare an interest to all the other Trustees;

- 24.2.2 not be entitled to vote on the resolution in writing, and

- 24.2.3 the resolution shall take effect accordingly provided that any Trustee who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.

- 24.3 Articles 24.1.2 to 24.1.4 and 24.2 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.

24.4 If a conflict of interests arises for a Trustee, which may, but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Trustees, the unconflicted Trustees may authorise the conflict of interests (the authorised conflict) subject to the conditions in Article 24.5.

24.5 A conflict of interests may only be authorised under Article 24.4 if:

24.5.1 the unconflicted Trustees consider it is in the interests of the Company to do so in the circumstances applying;

24.5.2 the procedures of Articles 24.1 and 24.2 (as the case may be) are followed in respect of the authorised conflict; and

24.5.3 the terms of clause 5 of the Memorandum are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict.

24.6 Where a conflict is authorised in accordance with Articles 24.4 and 24.5 above, the unconflicted Trustees, as they consider appropriate in the interests of the Company, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Trustee:

24.6.1 to disclose information confidential to the Company to a third party;
or

24.6.2 to refrain from taking any step required to remove the conflict,

and may impose conditions on the authorisation.

24.7 A conflict of interest arising from a duty of loyalty owed by a Trustee to the Member is hereby authorised as if the provisions of Articles 24.4 and 24.5 had been followed.

2. The inclusion of an additional sub-clause to Clause 5 of the Memorandum, to read:

5.5. a payment in his, her or its capacity as a beneficiary of the Company in accordance with the Company's objects.

**A member of staff of the Charity Commission authorised to act on behalf of the
Charity Commission**

Alex Young

19 March 2019