

Company No: 02588103

The Companies Act 2006

**Company Limited by Guarantee
and not having a Share Capital**

**ARTICLES OF ASSOCIATION
OF
HOPE HOUSE CHILDREN'S HOSPICES**

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10/10/2023
COMPANIES HOUSE

THE COMPANIES ACT 2006
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
HOPE HOUSE CHILDREN'S HOSPICES

1 NAME

- 1.1 The name of the company is Hope House Children's Hospices (the "**Charity**") or such name as shall be stated in any certificate of incorporation on change of name for the Charity issued by Companies House from time to time.

2 REGISTERED OFFICE

- 2.1 The registered office of the Charity is to be in England and Wales.

3 OBJECTS

- 3.1 The objects of the Charity are to relieve the need of:

- (a) babies, children and young people with life-threatening, life limited and terminal conditions and their families, who are residing in and around Shropshire, Cheshire, north and mid Wales, in particular, but not exclusively, by providing:
 - (i) respite care and symptom management;
 - (ii) crisis, palliative and end of life care and support;
 - (iii) psycho-social support, including counselling and wellbeing support for the children and young people and their families;
 - (iv) death and bereavement services for their families; and
- (b) the families of babies, children and young people who have died in other circumstances through bereavement support

(the "Objects").

- 3.2 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

- 4.1 to establish and conduct, including to make such regulations as to admissions to, clinics, out patients' departments, surgeries, dispensaries and convalescent homes and hospices established or conducted under the direction of the Charity and for such admission or residence to be either free of charge or subject to such payment;
- 4.2 to provide, arrange and pay for medical or other attention for patients;
- 4.3 to provide advice or information;
- 4.4 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the

resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;

- 4.5 to carry out research, including by establishing and conducting schools, training colleges and other places of learning, and to publish and distribute the useful results;
- 4.6 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media and to arrange and provide for the holding of exhibitions, meetings and lectures, calculated directly or indirectly to further the Objects of the Charity;
- 4.7 to advertise in such manner as may be thought expedient;
- 4.8 to co-operate with other bodies and to exchange information and advice with them;
- 4.9 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.10 to accept gifts and to raise funds (including by issuing debt instruments but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.11 to receive and administer bequests and donations;
- 4.12 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - 4.12.1 ancillary to the transaction;
 - 4.12.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
 - 4.12.3 not a purely speculative transaction;
- 4.13 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.14 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.15 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.16 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.17 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.18.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.18.2 timely reports of all transactions are provided to the Trustees;
 - 4.18.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.18.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 4.18.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.18.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 4.18.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.20 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.22 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.23 subject to Article 5 to employ paid or unpaid agents, staff or advisers;
- 4.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.25 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.26 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity; and
- 4.27 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

5 APPLICATION OF INCOME AND PROPERTY

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 5.2 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 5.3 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 5.4 A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 18.
- 5.5 A Trustee may not receive any other benefit or payment unless it is authorised by Article 6.
- 5.6 Subject to Article 6, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a director receiving:
 - 5.6.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;
 - 5.6.2 reasonable and proper remuneration for any goods or services supplied to the Charity.

6. BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS

6.1 No Trustee or connected person may:

- 6.1.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- 6.1.2 sell goods, services, or any interest in land to the Charity;
- 6.1.3 be employed by, or receive any remuneration from, the Charity;
- 6.1.4 receive any other financial benefit from the Charity;

unless the payment is permitted by Article 6.2, or authorised by the court or the prior written consent of the Commission has been obtained.

In this Article, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 Scope and powers permitting Trustees' or connected persons' benefits

- 6.2.1 A Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way.
- 6.2.2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 6.2.3 Subject to Article 6.3 a Trustee or connected person may provide the Charity with *goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person.*
- 6.2.4 A Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.2.6 A Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

6.3 The Charity and its Trustees may only rely upon the authority provided by Article 6.2.3 if each of the following conditions is satisfied:

- 6.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity.
- 6.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 6.3.3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the

advantage of contracting with a Trustee or connected person against the disadvantages of doing so.

6.3.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.

6.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.

6.3.6 The reason for their decision is recorded by the Trustees in the minute book.

6.4 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 6.

In Articles 6.2 and 6.3:

'Charity' includes any company in which the Charity:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the board of the company.

'connected person' includes any person within the definition in Article 20 'Interpretation'.

7 DECLARATION OF TRUSTEES' INTERESTS

7.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

8 CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTIES

8.1 If a conflict of interests arises for a Trustee 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, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

8.1.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

8.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

8.1.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

8.2 In this Article, a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

9 MEMBERSHIP

9.1 The Charity must maintain a register of the names and address of the Members.

9.2 Members of the Charity shall be the Trustees and Members shall cease to be a Member on ceasing to be a Trustee.

9.3 Membership of the Charity is not transferable.

10 LIABILITY OF MEMBERS AND GUARANTEE

The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 10.1.1 payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;
- 10.1.2 payment of the costs, charges and expenses of winding up the Charity; and
- 10.1.3 the adjustment of rights of contributors among themselves.

11 GENERAL MEETINGS OF MEMBERS

11.1 Attendance

- 11.1.1 Members are entitled to attend general meetings.
- 11.1.2 A Secretary shall be entitled to attend and speak at any general meeting.
- 11.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

11.2 Notice

- 11.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.
- 11.2.2 Subject to Article 11.2.3, general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying:
 - (a) the time, date and place of the meeting;
 - (b) the general nature of the business to be transacted;
 - (c) the terms of any proposed special resolution; and
 - (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 11.8.
- 11.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.
- 11.2.4 Notice of general meetings should be given to every Member, and to the Charity's auditors.
- 11.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

11.3 Quorum

- 11.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy is three Members or the number nearest to one-third of the total number of Members, whichever is the greater.

- 11.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

11.4 Chairperson of the Meeting

- 11.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by the board of Trustees presides at a general meeting.
- 11.4.2 If no Trustee is willing to act as chairperson, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairperson.

11.5 Adjournment

The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

11.6 Voting General

- 11.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.
- 11.6.2 On a poll or a show of hands, votes may be given either personally or by proxy in accordance with the provisions of Article 11.8.
- 11.6.3 On a show of hands or a poll every Member who is present in person or by proxy shall have one vote, unless the proxy is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.
- 11.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 11.6.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

11.7 Poll Voting

- 11.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

- (a) by the chairperson; or
- (b) by at least three Members having the right to vote at the meeting; or
- (c) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, shall be the same as a demand by the Member.

- 11.7.2 Unless a poll is duly demanded a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 11.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 11.7.4 A poll shall be taken as the chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11.7.5 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 11.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

11.8 **Proxy Voting**

- 11.8.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (d) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 11.8.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 11.8.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.8.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 11.8.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 11.8.6 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 11.8.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 11.8.8 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

11.9 **Written Resolutions**

Subject to the provisions of the Act:

- 11.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 11.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 11.9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 11.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 11.9.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (a) by the Member's signature if the document is in Hard Copy Form; or
 - (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
- 11.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.
- 11.9.7 A written resolution may comprise several copies to which one or more Members have signified their agreement.

12 **THE TRUSTEES**

- 12.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 12.2 Trustees shall be appointed by the Trustees. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 12.7.

- 12.3 The minimum number of Trustees shall be five and the maximum number of Trustees shall be fifteen.
- 12.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee and/or vote at any Trustee meeting.
- 12.5 One-third (or the number nearest one-third) of the Trustees must retire at each First Trustee Meeting those longest in office retiring first and the choice between any of equal service being made by drawing lots. If a Trustee is required to retire at a First Trustee Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting.
- 12.6 A retiring Trustee shall be eligible for re-appointment by the Trustees.
- 12.7 A Trustee's term of office automatically terminates if:
- 12.7.1 he or she dies;
 - 12.7.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
 - 12.7.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and *may remain so for three months*;
 - 12.7.4 he or she is absent without permission of the Trustees from all of the Trustee meetings held within six consecutive months;
 - 12.7.5 he or she ceases to be a Member;
 - 12.7.6 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 12.7.7 *he or she is removed by resolution passed by the other Trustees after inviting the views of the Trustee concerned and considering the matter in the light of any such views.*
- 12.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 12.3) as an additional Trustee, but a co-opted Trustee holds office only for one year.
- 12.9 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at Trustee meetings.
- 12.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13 PROCEEDINGS OF TRUSTEES

- 13.1 The Trustees must hold at least three meetings each year.
- 13.2 The Chairperson may at any time, or two Trustees jointly may at any time, call a Trustee meeting.
- 13.3 Notice of every Trustee meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 13.4 A quorum at a Trustee meeting is three or the number nearest to one-third of the total number of Trustees whichever is the greater, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 8.1.
- 13.5 A Trustee meeting may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 13.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

- 13.7 Every issue may be determined by a simple majority of the votes cast at a meeting but, a resolution in writing agreed by a simple majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 8.1) is as valid as a resolution passed at a meeting provided that:

13.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and

13.7.2 all of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.

For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

- 13.8 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 13.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

14 POWERS OF TRUSTEES

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

- 14.1 to appoint (and remove) any individual to act as Secretary to the Charity;
- 14.2 to appoint (and remove) a Chairperson, Treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 14.3 to invite observers to attend Trustee meetings, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and may be asked to leave the meeting when the Trustees vote on a matter;
- 14.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
- 14.4.1 impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;
- 14.4.2 revoke or alter a delegation;
- 14.5 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;
- 14.6 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 14.7 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:
- 14.7.1 the conduct of Members in relation to one another and to the Charity's employees and volunteers;

- 14.7.2 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 14.7.3 the procedure at general meetings and Trustee meetings in so far as such procedure is not regulated by the Act or these Articles;
- 14.7.4 generally, all such matters as are commonly the subject matter of company rules; provided that:
 - 14.7.5 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;
 - 14.7.6 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;
 - 14.7.7 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;
- and
- 14.7.8 the rules or bye laws shall be binding on all Members;
- 14.8 to establish procedures to assist the resolution of disputes within the Charity;
- 14.9 to exercise any powers of the Charity which are not reserved to the Members; and
- 14.10 to change the name of the Charity.

15 RECORDS & ACCOUNTS

- 15.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 15.1.1 annual reports;
 - 15.1.2 annual returns; and
 - 15.1.3 annual statements of account.
- 15.2 The Trustees must keep records of:
 - 15.2.1 all proceedings at general meetings;
 - 15.2.2 all proceedings at Trustee meetings;
 - 15.2.3 all reports of committees; and
 - 15.2.4 all professional advice obtained.
- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 15.4 A copy of the Charity's latest available published accounts must be supplied on request to any Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

16 MEANS OF COMMUNICATION TO BE USED

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 16.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.

- 16.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 16.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 16.4 The Charity may deliver a Document to a Member:
- 16.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
 - 16.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
 - 16.4.3 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing; or
 - 16.4.4 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing.
- This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.
- 16.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 16.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 16.6.1 forty eight hours after it was posted, if first class post was used; or
 - 16.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 16.6.3 properly addressed; and
 - 16.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 16.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 16.8 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 16.9 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 16.10 A Member present in person, or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 16.11 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

17 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

18 INDEMNITY

18.1 The Charity shall indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

18.2 In this Article a 'relevant Trustee' means any Trustee; former Trustee or shadow Trustee of the Charity.

18.3 The Charity may indemnify an auditor against any liability incurred by him or her or it

18.3.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or

18.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

19 DISSOLUTION

19.1 The Members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

19.1.1 directly for the Objects; or

19.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

19.1.3 to any charity or charities for use for particular purposes that fall within the Objects.

19.2 Subject to any such resolution of the Members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred:

19.2.1 directly for the Objects; or

19.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

19.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

19.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a Member that is itself a charity) and if no resolution in accordance with Article 19.1 is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.

20 INTERPRETATION

20.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.

20.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.

20.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.

20.4 In these Articles:

"Act"	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;
"Address"	Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case <i>registered with the Charity</i> ;
"these Articles"	means these articles of association;
"Chairperson"	means the Trustee appointed by the Trustees to act as Chairperson under Article 14.2;
"the Charities Act"	means the Charities Act 2011
"Charity Trustee"	has the meaning prescribed by section 177 of the Charities Act;
"Circulation Date"	has the meaning prescribed by section 290 of the Act;
"Clear Day"	in relation to the period of notice means a 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;
"the Commission"	means the Charity Commission for England and Wales or any body which replaces it;
"Conflicted Trustee"	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
"Connected Person"	means, <ul style="list-style-type: none">(1) a child, parent, grandchild, grandparent, brother or sister of the Trustee;(2) the spouse or civil partner of the Trustee or of any person falling within sub-clause (1) above;(3) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (1) or (2) above;(4) an institution which is controlled –<ul style="list-style-type: none">(a) by the Trustee or any connected person falling within sub-clause (1), (2), or (3) above; or(b) by two or more persons falling within sub-clause 4(a), when taken together

(5) a body corporate in which –

- (a) the Trustee or any connected person falling within sub- clauses (1) to (3) has a substantial interest; or
- (b) two or more persons falling within sub- clause (5)(a) who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.

“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“Electronic Form” and “Electronic Means”	have the meanings respectively prescribed to them in the Act;
“Eligible Member”	has the meaning prescribed by the Companies Act 2006;
“executed”	includes any mode of execution;
“Financial Expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“firm”	includes Limited Liability Partnership;
“First Trustee Meeting”	means the first Trustee meeting to be held in each financial year of the Charity;
“Hard Copy Form”	has the meaning prescribed by the Companies Act 2006;
“indemnity insurance”	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
“material benefit”	means a benefit, direct or indirect, which may not be financial but has monetary value
“Member” and “Membership”	refer to company membership of the Charity;
“month”	means calendar month;
“Objects”	“Objects” means the Objects of the Charity as defined in Article 3;

“Secretary”	means any person appointed to perform the duties of the secretary of the Charity
“Taxable Trading”	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
“Trustee”	means a director of the Charity and “Trustees” means the directors;
“written” or “in writing”	means the representation or reproduction of words, symbols or other information in a visible form by any <i>method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise;</i> and
“year”	means calendar year.

CC03

Statement of compliance where amendment of articles restricted



Companies House

☒ **What this form is for**
You may use this form to state that
the restrictions to change articles
have been observed.

☒ **What this form is NOT for**
You cannot use this form for
notifying a change of articles
if the articles are not restricted.

SATURDAY

COMPANIES HOUSE

1 Company details

Company number 0 2 5 8 8 1 0 3

Company name in full HOPE HOUSE CHILDREN'S HOSPICES

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Statement of compliance *

The above company certifies that the amendment has been made in accordance
with the company's articles and, where relevant, any applicable order of a court
or other authority.

❶ **Please note:**
This form must accompany the
document making or evidencing the
amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature

X

X

This form may be signed by:
Director ^❶, Secretary, Person authorised ^❶, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor.

❷ **Societas Europaea**
If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership.

❸ **Person authorised**
Under either section 270 or 274 of
the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

STONE KING LLP

Address

BOUNDARY HOUSE

91 CHARTERHOUSE STREET

Post town

LONDON

County/Region

Postcode

E C 1 M 6 H R

Country

UNITED KINGDOM

DX

Telephone

0207 324 3328

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk