Registered Company Number: 3197736

Registered Charity Number: 1056073

THE COMPANIES ACT 2006

Company Limited by Guarantee

Certificate of Passing

of

St Luke's Trust

I hereby confirm that at the annual general meeting held on 17th December 2013 the following resolutions were passed by the members of St Luke's Trust (**"the Company"**) as a special resolution in accordance with the Companies Act 2006.

By special resolution

IT IS RESOLVED THAT:

(1) the draft Articles of Association annexed to this document be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, its current Articles of Association, as agreed by a working group established by Camphill England and Wales and approved by the Charity Commission by email dated 19 January 2011.

(2) the operative provisions of the Company's current Memorandum of Association having been incorporated into the Articles of Association, the Memorandum of Association be hereby amend and restated such that it conforms to the draft Memorandum of Association annexed to this document in compliance with the Companies Act 2006.

Name: Philip Curwen

Position: Trustee

Signature: ..... Philip Curwen .....

Date: 23rd December 2013

TUESDAY

R2NVLQMH

RM 24/12/2013 #226

COMPANIES HOUSE

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

St Luke's Trust Limited



A42 24/12/2013 COMPANIES HOUSE #167

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of St Luke's Trust Limited

(As adopted by special resolution dated 17th December 2013)

Interpretation

1. The interpretation of these Articles is governed by the provisions set out in *Schedule 1* to these Articles.

Objects

2 The Charity's objects are, for the public benefit, (1) to relieve sickness, promote good health, provide care to and advance the education and training of: people with a disability (whether mental or physical), the young, the old, or people otherwise in need, in accordance with the principles of Dr Rudolf Steiner (as summarised in *Schedule 2* to these Articles), particularly (without limitation) by the establishment and maintenance of intentional communities in the form of villages, residential houses, day centres, kindergartens, schools, colleges or other types of social and/or educational community, in which beneficiaries live and/or work and/or to which they otherwise resort, in community with persons providing support (known as "Co-workers"); and (2) to relieve sickness and promote good health by means of and advance education and promote research (making useful results publicly available) in the field of Anthroposophical medicine (as summarised in Schedule 2 to these Articles.

Powers

3. To promote its objects but not for any other purpose the Charity may:-

3.1 support its beneficiaries in relation to all their material needs, including through the establishment and operation of community businesses in which beneficiaries and their Co-workers are engaged and/or by which they are supported;

3.2 provide to, or procure for, beneficiaries the benefits of private family life in all its aspects and suitable healthcare, medical treatment and personal support, including (without limitation) through anthroposophical, social, philosophical, spiritual and religious practices following Steiner Principles;

3.3 provide to, or procure for, beneficiaries, education, training, leisure activity and work, within, or outside, the Charity community, or communities;

3 4 provide for all aspects of organisational, social and business life in the Charity community, or communities, including such administrative and management structures as are necessary for, or otherwise conducive to, the care, support and daily life of the Charity's beneficiaries;

3 5 liaise, exchange information and advice and co-operate with public authorities and charitable and other organisations;

3 6 produce and support written materials in any format;

3.7 undertake and promote, education and training and arrange and provide for classes, conferences, displays, exhibitions, lectures, meetings, seminars and similar events;

3.8 undertake and promote research, surveys, studies or other work, publishing the useful results,

3 9 provide or procure the provision of advice, counselling and guidance;

3.10 alone, or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other institutions regarding the development and implementation of appropriate public policies, provided that all such activities shall be conducted on the basis of well- founded, reasoned argument and shall in all other respects be confined to those which a Charity subject to the law of England and Wales may properly undertake;

3.11 enter into contracts to provide services to, or on the behalf of, other persons or bodies;

3 12 acquire any interest in real or personal property, construct and alter buildings and maintain such property and equip it for use;

3.13 sell, lease, mortgage, or otherwise dispose of, or deal with, any of its real or personal property (subject to required consents);

3.14 borrow and provide charges, guarantees and other security (subject to required consents);

3.15 raise funds provided that (subject to 3.16) the Charity shall not undertake permanent trading activities in raising funds,

3.16 carry on trade in the course of carrying out any of its objects, temporary trade ancillary to carrying out its objects and any other trade which is not expected to give rise to taxable profits,

3.17 incorporate wholly owned subsidiary companies to carry on any trade;

3.18 recruit and appoint community members to act as Co-workers for the benefit of beneficiaries and provide such Co-workers and their dependants with accommodation, food and support to meet their other personal and family needs, as the Trustees shall from time to time determine;

3.19 employ and engage employees, contractors and professional or other advisors and recruit and appoint volunteers;

3.20 make appropriate provision for persons who are, or have been, under the direction of the Charity, including, for the avoidance of doubt, employees and Co-workers and their respective dependants, by way of pensions, superannuation, retirement benefits and other financial, or material, support;

3.21 establish, support, or aid any other charity and subscribe, lend or guarantee money or property for charitable purposes;

3.22 become a member, affiliate or associate of, act as trustee of, or appoint trustees of, any other charity (including, without limitation, any charitable trust of permanent endowment property);

3.23 undertake and execute charitable trusts;

3.24 amalgamate with, or acquire, or undertake, all or any property, liabilities and engagements of any charity having charitable objects wholly, or in part, similar, to those of the Charity;

3.25 set aside funds for special purposes, or, in accordance with an appropriate written policy, as reserves;

3.26 invest and deal with the Charity's funds not immediately required for its objects in or upon any investments, securities, or property;

3.27 delegate the management of investments to a financial expert and arrange for investments, or other property, of the Charity to be held in the name of a nominee, in each case in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

3.28 give loans, credit and guarantees, taking appropriate security and become or give security for the performance of contracts by any person;

3.29 open and operate banking accounts and other facilities for banking and use any financial instruments;

3.30 insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

3.31 pay out of the funds of the Charity the cost of any premium in respect of indemnity insurance to cover the liability of the Trustees (or any of them) 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 Charity, except that no such insurance shall extend to liability for:

3.31.1 any claim arising from any act or omission which the Trustee (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustee (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;

3.31.2 personal fines;

3.31.3 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty, or wilful or reckless misconduct of the Trustee.

3.32 do all such other lawful things as shall further the Charity's objects;

Limitation on private benefits

4. The income and property of the Charity shall be applied solely towards the promotion of its objects.

4.1 No part of the income and property of the Charity shall be paid or transferred, directly or indirectly, by way of benefit, to Members and no Trustee may receive any remuneration, or other benefit in money or money's worth, from the Charity, except for payment in good faith of:-

4.1.1 any payment made, or benefit provided, to any Member, or Trustee, or Connected Person in their capacity as a beneficiary of the Charity;

4.1 2 any benefit, subject to 4.2, provided to a Co-worker, who is also a Member, Trustee or Connected Person, in the form of accommodation, living expenses and other necessary goods, services or funds enabling him/her to fulfil his/her role as a Co-worker,

4.1.3 any benefit, subject to 4.2, provided to a Co-worker who is also a Member, Trustee or Connected Person, in relation to the provision of reasonable breaks from his/her work for the Charity and appropriate benefits, as described in 3.20, on leaving his/her position as a Co-worker;

4.1.4 reasonable and proper payment to any person (not being a Trustee) for any goods or services supplied to the Charity;

4.1.5 reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of an employee, Co-worker, Trustee, or other representative of the Charity,

4.1.6 interest on money lent to the Charity at a reasonable and proper rate per annum;

4.1.7 reasonable and proper rent for premises let to the Charity,

4.1.8 payments, or other benefits, in money or money's worth, to any company of which a Member, Trustee, or Connected Person is a member holding not more than 1% of its capital,

4 1.9 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 3 31 of these Articles;

4.1.10 the usual professional charges for business done by any Member, or subject to 4.2, any Trustee or Connected Person, who is a solicitor, accountant or other person engaged in a profession, or by any partner of his/hers, when instructed by the Charity to act in a professional capacity on its behalf;

4 1.11 payment for other goods or services provided to the Charity by any Member or, subject to 4 2, any Trustee or Connected Person (other than for acting as a trustee).

4.2 Any payments, or other benefits, under Clauses 4.1.2, 4.1.3, 4.1.10, or 4.1.11 may only be made if the following conditions are satisfied:

4.2.1 at least two Trustees are not Co-workers or otherwise resident in any community managed by the Charity;

4.2.2 the payments, or other benefits, do not exceed an amount that is reasonable in all the circumstances;

4.2.3 any relevant Trustee is absent from and does not count towards quorum for the part of any meeting at which there is discussion of and does not vote on any resolution relating, to:

- the setting of, or amendment to general policy on provisions for Co-workers;
- his/her, or a relevant Connected Person's, appointment, or performance, as a Co-worker and any material benefit to be provided to such person as a Co-worker which is not provided to Co-workers generally;
- his/her, or a relevant Connected Person's, engagement by the Charity under any contract, the payment and other terms of such contract and such person's performance under it;

4.2.4 in relation to any proposed contract with a relevant Trustee, or Connected Person, that the other Trustees are satisfied that it is in the best interests of the Charity to enter into a contract with that Trustee, or Connected Person, rather than with someone who is not a Trustee, or Connected Person;

4.2.5 the reasons for the decision of the Trustees are recorded in the official minutes of trustee meetings;

4.2.6 a majority of Trustees then in office have not received any such payment, or other benefit, except for benefits applicable to all Co-workers under duly approved general policy on provisions for Co-workers.

4.3 The restrictions and qualifications to them, under this Clause 4, relating to remuneration of and provision of benefits to Trustees from the Charity apply also to remuneration of and benefits to Trustees from Subsidiary Companies.

4.4 For any transaction authorised by Articles 4.1, 4.2, or 4.3, the Trustee's duty (arising under the Act) to avoid a Conflict of Interest with the Charity shall be disapplied provided the relevant provisions of Article 72 have been complied with.

4.5 If the Charity is registered with the Office of the Scottish Charity Regulator the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with.

Limited liability

5. The liability of the Members is limited.

Member obligations

6. Every Member undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it is wound up while he/she is, or within one year after he/she ceases to be, a Member for.-

6.1 payment of the Charity's debts and liabilities contracted before he/she ceased to be a Member;

6.2 the costs, charges and expenses of winding up; and

6 3 the adjustment of rights, between themselves, of persons who have contributed to the Charity's assets

Surplus on winding up

7. If any property remains after the Charity has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to, or distributed among, Members, but shall be given, or transferred, to some other charitable institution or institutions having similar objects The institution or institutions to benefit shall be chosen by the Members at or before the time of winding up or dissolution. If the Charity is registered in Scotland, the institution, or institutions, must be charitable in Scotland as well as England.

Members

8. The Members shall be such individuals as are admitted to membership in accordance with the Articles. A person who wishes to become a Member shall apply to the Charity in such form as the Trustees require.

9. The Trustees may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.

10. The Trustees shall ensure that at all times a majority of Members shall be Co-workers and beneficiaries receiving support from Co-workers, and may otherwise from time to time prescribe criteria for membership, but shall not by so doing become obliged to accept persons fulfilling those criteria as Members

11. Membership is not transferable and ceases on death A Member shall cease to be a Member -

11.1 on the expiry of at least 7 clear days' written notice to the Charity of his/her intention to withdraw as a Member, which shall also automatically constitute resignation as a Trustee, provided at least two Trustees will remain in office when the resignation is to take effect;

11.2 if any subscription or other sum payable by the Member to the Charity is not paid on the due date and remains unpaid 7 days after written notice to the Member from the Charity informing him/her that he/she will be removed from membership if it is not paid (the Trustees may re-admit to membership any person removed from membership on this ground on his/her paying such reasonable sum as the Trustees determine);

11.3 if he/she becomes bankrupt or makes any arrangement or composition with his/ her creditors generally;

11.4 if, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Member be expelled on the ground that his/her continued membership is harmful to, or is likely to become harmful to, the interests of the Charity. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' written notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by, or of making written representations, to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed by him/her;

11.5 if he/she is expelled, as a community member, from any community, or institution managed by the Charity. For the avoidance of doubt, being a Member of the Charity and being a member of a community or institution managed by the Charity are separate matters;

11.6 he/she is named on any barred list maintained under the Safeguarding Vulnerable Groups Act 2006;

12. The Trustees may establish such categories of membership as they consider appropriate and may levy subscriptions on Members at such rates as they decide and at different rates for different categories of Member.

Trustees

Number of Trustees

13. There shall be at least three Trustees, of whom at least two must not be a Co-workers or otherwise resident in any community managed by the Charity.

Appointment, retirement, removal and disqualification of Trustees

14. At every AGM one-third of the Trustees, or the number nearest to one-third, shall retire from office. If there is only one Trustee who is subject to retirement by rotation, he/she shall retire

15. The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became, or were last reappointed, Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be decided by lot.

16. If the Charity at the meeting at which a Trustee retires by rotation does not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the Trustee is put to the meeting and lost.

17. No person may be appointed as a Trustee:

17.1 unless he/she is a Member,

17.2 unless he/she is over 18 years,

17.3 in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from acting

18. No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless -

18 1 he/she is recommended by the Trustees, or

18.2 at least 14 but not more than 35 clear days before the date appointed for the meeting, written notice signed by a Member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment, or reappointment, stating the name and address of the nominee, together with written confirmation by the proposed nominee of his/her willingness to act

19. At least 7 but not more than 28 clear days before the date appointed for holding a general meeting, written notice shall be given to all Members of the name and address of any person (other than a Trustee retiring by rotation at the meeting) who is duly recommended or nominated for appointment or reappointment as a Trustee at the meeting

20. Subject to the above Articles, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may decide the rotation in which an additional Trustee is to retire.

21. Subject to the above Articles the Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee. A Trustee so appointed shall hold office only until the next following AGM and shall not be taken into account in determining the Trustees who are to retire by rotation at that AGM. If not reappointed at such AGM, he/she shall vacate office at the end of the meeting.

22. Subject to the above Articles, a Trustee who retires at an AGM may, if willing to act, be reappointed. If he/she is not reappointed, he/she shall retain office until the meeting appoints someone in his/her place, or if it does not do so, until the end of the meeting

23 The office of a Trustee shall be vacated if:-

23.1 he/she ceases to be a Member,

23.2 he/she ceases to be a Trustee by virtue of any provision of the Act, or becomes disqualified by law from being a company director or a charity trustee;

23.3 the Trustees reasonably believe him/her to be suffering from mental disorder and to be incapable of acting and they resolve that he/she be removed from office for this reason,

23.4 he/she resigns by notice to the Charity, provided at least two Trustees will remain in office when the resignation is to take effect;

23.5 he/she fails to attend three consecutive meetings of the Trustees without reasonable apology and the Trustees resolve that he/she be removed for this reason;

23.6 at a general meeting of the Charity, a resolution is passed that he/she be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views;

23.7 at a Trustees meeting at which at least half of the Trustees are present, a resolution is passed that he/she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees

23.8 he/she is named on any barred list maintained under the Safeguarding Vulnerable Groups Act 2006 and, if it is a legal requirement that a trustee of the Charity be on the register maintained under the Safeguarding Vulnerable Groups Act 2006, he/she is not on that register.

Powers of Trustees

24. Subject to the Act and the Articles, the business of the Charity shall be managed by the Trustees, who may exercise all the powers of the Charity. No alteration of the Articles shall invalidate a prior act of the Trustees 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 Trustees by the Articles. A meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

25. The continuing Trustees, or a sole continuing Trustee, may act despite any trustee vacancies, but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees, or of summoning a general meeting of the Charity.

26. All acts done by a person acting as a Trustee, even if it is afterwards discovered that there was a defect in his/her appointment, or that he/she was disqualified from holding office, or had vacated office, shall be as valid as if such person had been duly appointed and was qualified and had continued in office.

27. Subject to the Articles, the Trustees may regulate their proceedings as they think fit.

Chair of Trustees

28. The Trustees may appoint one of them to be chair of the Trustees and may at any time remove him/her from that office.

Delegation of Trustees' powers

29. The Trustees may by power of attorney or otherwise appoint any person to be an agent of the Charity for such purposes and on such conditions as they determine.

30. The Trustees may delegate any of their powers, duties, or functions, to any committee, or the implementation of any of their resolutions and day to day

management of the affairs of the Charity to any person, or committee, in accordance with these Articles.

Delegations to committees

31. In the case of delegation to any committee:

31.1 its composition shall be in the discretion of the Trustees and may allow for co-options by the committee;

31.2 its deliberations shall be reported regularly to the Trustees and any resolution passed, or decision taken, by such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;

31.3 all delegations under this Article shall be variable, or revocable, at any time;

31.4 the Trustees may make such terms of reference and internal regulations for and give such mandates to any such committee as they consider appropriate;

31.5 committees shall only incur expenditure or potential liability on behalf of the Charity in accordance with a budget approved by the Trustees and applicable terms of reference;

32. For the avoidance of doubt, the Trustees may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as is considered appropriate (whether or not requiring a signature of any Trustee)

33. The meetings and proceedings of committees shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by regulations made by the Trustees.

Delegations of day to day management powers

34. In the case of delegation of the day to day management of the Charity to an executive manager·

34.1 the delegated power shall be to act within strategy, policy and budgets adopted by the Trustees,

34.2 the Trustees shall provide the manager with a description of his/her role and the extent of his/her authority, and

34.3 the manager shall report regularly to the Trustees.

Members' Meetings

AGMs

35. The Charity shall hold an AGM once in every calendar year and not more than 15 months shall pass between one AGM and the next. It shall be held at such time and place as the Trustees consider appropriate,

EGMs

36. The Trustees may call an EGM at any time. The Trustees shall call An EGM on receiving a written requisition to that effect, signed by at least 10% of the Members (in default Members signing the requisition may call an EGM in accordance with the Act).

Length of notice

37. An AGM and an EGM called to pass a special or elective resolution shall be called by at least 21 clear days' written notice and any other EGM shall be called by at least 14 clear days' written notice (subject to short notice provisions and the Act).

38. A general meeting may be called by shorter notice if that is agreed:-

38.1 in the case of an AGM by all the Members; and

38.2 in the case of an EGM by 95% of the Members.

Contents of notice

39. Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is an AGM or EGM and the general nature of the business to be transacted. If a special, extraordinary or elective resolution is to be proposed, the notice shall specify that and include the proposed resolution.

Service of notice

40. Notice of general meetings shall be given to every Member.

Quorum

41. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a Member, or a proxy for a Member, or 10% of the membership, whichever is the greater, shall be a quorum.

42. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be 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. If at the reconvened meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

Chair of general meetings

43. The chair of the Trustees or in his/her absence another Trustee nominated by the Trustees shall preside as chair of the meeting.

44. If neither the chair nor such other Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he/she

shall be chair. If no Trustee is present and willing to act within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of them to be chair.

Adjournment

45. The chair may with the consent of a quorate meeting (and shall if so directed by the meeting), adjourn a general meeting, but no business shall be transacted at a reconvened meeting which would not properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the reconvened meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice.

Poll

46. 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 Act, a poll may be demanded·-

46 1 by the chair, or

46.2 by two or more Members (in person or by proxy).

47. Unless a poll is duly demanded a declaration by the chair 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

48 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

49. A poll shall be taken as the chair directs and he/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.

50. A poll demanded on the election of the chair, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 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.

51. No notice need be given of a poll not taken forthwith 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 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

Votes

52. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

53. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he/she may have.

54. No member may vote on any matter in which he/she is personally interested, financially or otherwise, or debate on such a matter without, in either case, the permission of the majority of the Members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.

55. No Member shall be entitled to vote at any general meeting unless all monies presently payable by him/her to the Charity have been paid.

56. A person legally authorised to act on behalf of a Member who is unable to act personally as a result of mental disorder may vote, in person or by proxy, on such Member's behalf as a general meeting of the Charity, provided that evidence satisfactory to the Trustees of the relevant authority is deposited at the registered office of the Charity prior to any relevant meeting in accordance with the requirements for the registration of proxies under these Articles.

57. No objection shall be raised to the qualification of any voter except at the meeting or reconvened meeting at which the vote objected to is tendered. Every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Proxies

58. The appointment of a proxy shall be signed by the appointing Member and shall be in the following form (or any other form the Trustees approve):-

"[*Name of Charity*],

I, [ ] of [ ], a Member of the above named Charity, hereby appoint [ ] of [ ], or failing him/her [ ] of [ ] as my proxy to vote in my name and on my behalf at the *AGM/EGM of the Charity to be held on [*date*], and following any adjournment of that meeting.

This form is to be used in respect of the resolutions mentioned below as follows:
Resolution No 1 *for/against

Resolution No 2 *for/against

[etc]

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting

**Strike out whichever is not desired*

Signed· . .. .

Dated: .. . ."

59. The appointment of a proxy and any authority under which it is executed (or a copy of such authority) must be received at the registered office of the Charity (or at such other place within the UK as is specified in the notice convening the meeting) at least 24 hours before the time for holding the meeting (or reconvened meeting) at which the person named as proxy proposes to vote, except that, in relation to any meeting or reconvened meeting to be held on less than 48 hours notice the required documents may be handed to the chair of the meeting before it commences. An appointment of proxy which is not duly received under this Article shall be invalid.

Irregularities in general meetings

60. The proceedings at any general meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present, or voting, or by reason of any business being considered which is not specified in the notice, unless such specification is a requirement of the Act.

Written Members' resolutions

61. Subject to Article 62 a written resolution agreed by.

61 1.1 Members representing a simple majority, or

61.1.2 (in the case of a special resolution) Members representing not less than 75%;

of the total voting rights of eligible Members shall be effective.

62. A Members' resolution under the Act removing a Trustee or auditor before the expiry of his/her/its term of office may not be passed as a written resolution

63. A copy of the proposed written resolution must be sent to every eligible member indicating how to signify agreement and the applicable timescale.

Trustees' meetings

Notice

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

65. A Trustees' meeting shall be called by at least 7 clear days' notice unless urgent circumstances require shorter notice, or unless all the Trustees agree to shorter notice.

66. Notice of meetings shall be given to each Trustee, but need not be in writing.

67. Every notice calling a meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

Irregularities in Trustees' proceedings

68. The proceedings at any Trustees' meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.

Quorum

69. Subject to Article 70, the quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be two.

70. The quorum for any Trustees' meeting at which Co-worker benefits are discussed must include at least two Trustees who are not Co-workers at any community managed by the Charity.

Chair of Trustees' meeting

71. The chair, if any, of the Trustees or in his/her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

Votes

72. Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he/she may have.

Conflicts of interest

72.1 Whenever a Trustee finds himself/herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he/she must declare his/her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be, aware of it already.

72.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

72.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made by the Trustees:

72.3.1 if the Conflict of Interest relates to a benefit permitted under Articles 4.1, 4.2 or 4.3 then the Trustee must comply with Article 72.4;

72 3.2 for all other Conflicts of Interest, either the Trustee must comply with Article 72 4, or authorisation must be given by the unconflicted Trustees under Article 73.

72 4 If a Trustee with a Conflict of Interest is required to comply with this Article he/she must

72.4.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

72.4 2 not be counted in the quorum for that part of the meeting; and

72 4.3 withdraw during the vote and have no vote on the matter, or

72.4.4 in the case of a decision taken outside a meeting only participate in the discussions leading up to the decision to such extent as in the view of the other Trustees is necessary to inform the debate, and not participate in the decision itself.

72.5 When a Trustee has a Conflict of Interest which he/she has declared to the Trustees, he/she shall not be in breach of his/her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him/her

73. Trustees' power to authorise a conflict of interest

73.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided.

73.1.1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4;

73.1 2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 72.2;

73.1.3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote (or in the case of a decision without a meeting, a decision) on the matter and can be counted in the quorum,

73.1.4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and

73.1.5 nothing shall permit the Trustees to authorise a direct or indirect benefit to a Trustee or Connected Person that is not permitted in accordance with Article 4

73.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 73.1 then, even if he/she has been authorised to remain at the meeting (or participate in discussions leading up to a decision without a meeting) by

the other Trustees, the Trustee may absent himself/herself from meetings (or discussions outside a meeting) of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

73.3 A Trustee shall not be accountable to the Charity for any benefit which he/she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 73 (subject to any limits or conditions to which such approval was subject).

Written Trustees' resolutions

74. A resolution in writing signed by a majority of Trustees entitled to receive notice of a meeting of Trustees 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 one or more Trustees. The date of a written resolution shall be the date on which the last Trustee signs.

Unanimous Trustees decisions without a meeting

75. A decision is taken in accordance with this Article 75 when all of the Trustees indicate to each other by any means that they share a common view on a matter.

76. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

77. A decision which is made in accordance with Article 75 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

77.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("*the Recipient*"), which person may, for the avoidance of doubt, be one of the Trustees;

77.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with Article 75.

78. The date of the decision shall be the date of the communication from the Recipient confirming formal approval and the Recipient must prepare a minute of the decision.

Virtual Trustees' meetings

79. A Trustees' meeting may be held, in whole or part, by telephone, or by televisual or other electronic or virtual means, in which all participants may communicate simultaneously with all other participants.

Secretary

80. The Secretary shall be appointed by the Trustees for such terms and at such remuneration (if not a Trustee) as they consider appropriate and may be removed by them.

Minutes, Records and accounts

81. The Trustees shall cause minutes to be made in books kept for the purpose -

81.1 of all appointments made by the Trustees, and

81.2 of all proceedings and decisions of the Charity and of the Trustees and of committees of Trustees, including the names of the Trustees present at each meeting,

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were held, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee, be sufficient evidence of the proceedings

82. The Trustees shall comply with the requirements of the Act and of the Charities Acts as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of annual reports, annual returns, annual statements of account

Notices to Members

83. Any written notice under these Articles shall be to an address for the time being notified to the Charity for that purpose

84. Such notice to be given personally, or by sending it by post in a prepaid envelope to the relevant notified address, or by leaving it at that address, or by electronic communication to a relevant notified electronic address, or posted on a website in a manner agreed by the Members. A Member who does not register an address with the Charity, or who registers only a postal address that is not within the UK, shall not be entitled to receive any notice from the Charity

85. A Member present at a meeting of the Charity shall be deemed to have received due notice of that meeting

86. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication was transmitted to the proper address shall be conclusive evidence that the notice was given. A notice by post shall (unless the contrary is proven), be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. A notice by electronic communication shall be deemed to be given on the next working day after the day it was transmitted.

Indemnity

87. Subject to the Act, but without prejudice to any indemnity to which a Trustee may otherwise entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity against all costs, charges, losses, expenses or liabilities incurred by

him/her in the proper execution and discharge of his/her duties in relation to the Charity and in:

87.1 defending any civil or criminal proceedings in which judgment is given in his/her favour or in which he/she is acquitted; and

87.2 in connection with any application in which relief from liability is granted to him/her by the court;

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity.

Indemnity insurance

88. The Trustees shall have power to resolve pursuant to Clause 3.31 of the Articles to effect indemnity insurance, despite their interest in such policy.

Regulations

89. The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Charity and its affairs, the duties of any officers or employees of the Charity, the conduct of business of the Trustees or any committee and any other matter within the powers, provided that such regulations are not inconsistent with the Act, the Articles or any rule of law.

90. In particular such regulations may regulate the method of consultation with members of any community managed by the Charity aimed at ensuring, as far as appropriate, that the Charity is managed in accordance with the wishes of such community members.

Exclusion of model articles

91. The relevant model articles for a company limited by guarantee are hereby expressly excluded.

Schedule 1

Interpretation

Defined terms

1 In these Articles the following terms have the following meanings -

	Term	*Meaning*
1.1	"Act"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity,
1.2	"AGM"	an annual general meeting of the Charity;
1.3	"address"	includes any number or address used for the purpose of electronic or similar communication;
1.4	"Articles"	these Articles of Association of the Charity;
1.5	"clear days"	in relation to the period of a 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;
1.6	"Charity"	St Luke's Trust Limited, a charitable company limited by guarantee (company no 03197736) (charity no. 1056073),
1.7	"Conflict of Interest"	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity,
1.8	"Connected Person"	(a) any spouse, parent, child, brother, sister, grandparent or grandchild of a Trustee, or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a director, partner or employee, or shareholder holding more than one per cent of the capital,
1 9	"Co-worker"	an individual living in community with beneficiaries to whom he/she provides support in a community of the Charity in accordance with Steiner Principles ,

1.10	"EGM"	a general meeting of the company which is not an AGM;
1.11	"in writing/written"	printed or transmitted writing including in Electronic Form as defined in the Act;
1.12	"Member"	a company member of the Charity for the purposes of the Act;
1.13	"Secretary"	the company secretary of the Charity;
1.14	"Steiner Principles"	principles of Dr Rudolf Steiner, relating to Camphill charities, as summarised in Schedule 2 to these Articles;
1.15	"Subsidiary Company"	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares, or has the right to appoint the majority of its directors;
1.16	"Trustee"	a director of the Charity for the purposes of the Act and charity trustee of the Charity for charity law purposes.

2. In these Articles:

2.1 unless the context otherwise requires, words or phrases contained in the Articles have the same meaning as in the Act, except for any statutory modification not in force when the Articles become binding on the Charity.

2.2 subject to paragraph 2.1 above any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to subordinate legislation made under it.

Schedule 2

Summary of the principles of Dr. Rudolf Steiner relating to the establishment and operation of Camphill charities

Rudolf Steiner (1861-1925), an Austrian philosopher, scientist and social reformer, extended scientific research beyond the existing parameters of natural science to investigate the non-physical, spiritual realities of life. Using clear and accessible means for attaining spiritual knowledge, he offered insights that have inspired new approaches to medicine, education, the arts, architecture, agriculture, social reform and economics. As in the natural sciences, spiritual science employs objective methodologies which can be understood with rigorous thinking and empirically verified in practical activity. The name given to this new branch of science is 'anthroposophy', a Greek word meaning 'wisdom of Man'

Anthroposophical principles as to curative treatment, education, medicine, architecture, agriculture, horticulture, art, science and religion form the basis of the life and activities of communities, provided that every member of such communities shall be at liberty to follow the religion of his/her choice Rigidity in the matter of control should be avoided and the closest liaison should be maintained between all those responsible for the administration of the Charity and its community or communities in their everyday life

Specific practices following the developed social and philosophical ideas and theories of Rudolf Steiner should be integrated into the work of the Charity as far as appropriate, including·

1. Community life. Camphill establishes and maintains intentional communities. Their sustainability rests on an ethical foundation that recognises the uniqueness of the individual and seeks to respect, value and enhance the strengths and potential of each one. Social life in Camphill communities is based upon a threefold arrangement reflecting the recognition of the human being as comprising body, soul and spirit. This arrangement is expressed in the exercise of freedom in the spiritual/cultural domain; the safeguarding of equality in the realm of rights and responsibilities; and the practice of brotherliness in the economic realm. By application of these principles community members are bound together by will and personal commitment, not by legal constructs, meaning, for beneficiaries, any form of compulsion and for Co-workers the rights and obligations of contract

2. Steiner Waldorf Education. Based on the work and teachings of Rudolf Steiner, this is founded on an understanding of the human being related to specific concepts of body, soul and spirit and their development through childhood. It integrates educational content and method in ways that are supportive of this. The curriculum aims to meet the developmental needs of the growing child and adolescent, nurturing faculties rather than merely delivering prescribed information.

3 Anthroposophical Medicine. This an extension of natural scientific medicine which constitutes an international school of thought and practice based on the work and teachings of Rudolf Steiner and as further elaborated by the Medical Section of the School for Spiritual Science based at the Goetheanum, Switzerland and by its members working throughout the world Anthroposophical medicine includes the prescribing of

anthroposophically developed medicines, therapies, social therapies, and pastoral medicine.

4. Biodynamic agriculture and horticulture. This unique form of organic husbandry is inspired by the research of Rudolf Steiner and is founded on a holistic and spiritual understanding of nature and the human being. It embraces respect for the environment, production of healthy food, and an understanding of the valuable connections between the individual, the community and the spiritual forces at work in nature.

The Companies Acts 1985 to 1989

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of St Luke's Trust

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

John West

of William Morris House
Eastington, Stonehouse.
Glos GL10 3SH

Bea Birch

of 16 Arbutus Drive,
Coombe Dingle,
Bristol, BS9 2JP

Marjatta van Boeschoten

of Silver Birches, Edge,
Stroud, Glos GL6 6NS

Valerie Sands

of Cherry Orchard Camphill Community,
Canford Lane, Westbury-on-Trim,
Bristol, BS9 3PF

Piet Blok

of The White House
The Mount Camphill Community
Faircrouch Lane
Wadhurst, East Sussex TN5 6PT

Dated 16-03-1996

Witness to the above Signatures

Name PHILIP CURWEN

Address GANNICOX HOUSE, 57 CAINSCROSS RD, STROUD, GLOS GL5 4EX

Occupation : SOCIAL THERAPIST