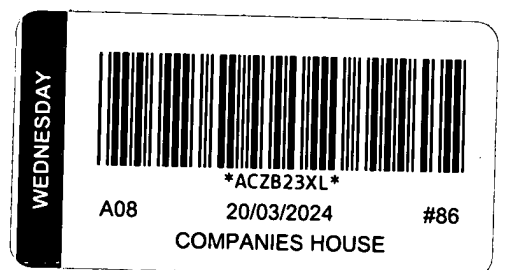


Company Number: 04400127

ARTICLES OF ASSOCIATION

of

HOSPICE AID UK



COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
HOSPICE AID UK LTD

1. Name

The name of the Charity ("the Charity") is HOSPICE AID UK LTD.

2. Registered office

The registered office of the Charity shall be in England.

3. Objects

The Objects for which the charity is established for the benefit of the public are to facilitate and promote the relief, care and treatment of the sick, especially of the dying, and the support and care of their families and carers and of the bereaved. To facilitate and promote the charitable activities of independent hospices. To undertake any other charitable purpose.

4. Powers

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

- 4.1** to provide facilities and equipment;
- 4.2** to provide advice;
- 4.3** to publish or distribute information;
- 4.4** to co-operate with other bodies;
- 4.5** to enter into any arrangements with any Government department, local authority, university, college or other body or person conducive to the promotion and attainment of the objects;
- 4.6** to support, administer or set up other charities;
- 4.7** to raise funds;
- 4.8** to borrow or raise money on such terms as may be thought fit and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011);

- 4.9** to secure the discharge of any of the Charity's liabilities and obligations in any manner;
- 4.10** to acquire any copyright, patents, translation, publication, right of publication or reproduction or other intellectual property rights which may appear useful to the Charity and to protect, prolong, register, renew, exercise, develop, turn to account, use or manufacture the same;
- 4.11** to advertise in such manner as may be thought expedient with a view to promoting the objects;
- 4.12** to purchase, take on lease or exchange, hire or otherwise acquire any real or personal property or any rights therein and any rights or privileges necessary for the promotion of the objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity;
- 4.13** to let or dispose of property of any kind;
- 4.14** to provide financial assistance, make grants, donations or loans of money and to give guarantees;
- 4.15** to draw, make, accept, endorse, discount, execute, issue and deal with promissory notes, bills of exchange and other instruments of any kind, whether or not negotiable or transferable;
- 4.16** to set aside funds for special purposes or as reserves against future expenditure;
- 4.17** to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 4.18** to solicit contributions to the funds of the Charity and to accept gifts (both inter vivos and testamentary) of money and other property of any kind, whether real or personal and whether or not subject to any specific charitable trusts or conditions;
- 4.19** to accept any gifts, subscriptions, donations, bequests or devises of lands, monies, securities relating to real or personal property;
- 4.20** to appoint, constitute and delegate powers to such advisory committees as the Trustees may think fit;
- 4.21** to delegate the management of investments to a financial expert, but only on terms that:
 - (A)** the investment policy is set down in writing for the financial expert by the Trustees;
 - (B)** every transaction is reported promptly to the Trustees;
 - (C)** the performance of the investments is reviewed regularly with the Trustees;
 - (D)** the Trustees are entitled to cancel the delegation arrangement at any time;
 - (E)** the investment policy and the delegation arrangement are reviewed at least once a year;

- (F) 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
 - (G) the financial expert must not do anything outside the powers of the Trustees;
- 4.22 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
 - 4.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
 - 4.24 to purchase and maintain insurance for the Trustees as permitted by the Charities Act 2011 against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred by them in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to the Charity which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether the act or omission was a breach of trust or breach of duty;
 - 4.25 to employ paid or unpaid agents, staff or advisers;
 - 4.26 to enter into contracts to provide services to or on behalf of other bodies;
 - 4.27 to establish, become a member of, manage, or support any bodies (whether incorporated or not) whose objects may seem capable of furthering any of the objects;
 - 4.28 to establish where necessary local branches (whether autonomous or not);
 - 4.29 to procure the Charity to be registered or recognised in any foreign country or place;
 - 4.30 to pay all costs and expenses arising in connection with the formation and registration of the Charity; and
 - 4.31 to do anything else within the law which promotes or is ancillary to the objects.

5. Benefits to Members and Trustees

- 5.1 The property and funds of the Charity shall be used only for promoting the objects and do not belong to the members of the Charity but, subject to compliance with Article 5.3:
 - (A) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity; and
 - (B) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.

5.2 A Trustee shall not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

- (A) as mentioned in Articles 4.24, 5.1(A), 5.1(B), and 5.3 of these Articles;
- (B) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (C) an indemnity (insofar as permitted by Article 16) in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (D) payment to any company in which a Trustee has no more than a one per cent shareholding; and
- (E) in exceptional cases (but only with the written consent of the Commission in advance and subject, where required by the Companies Act, to the approval or affirmation of the members) other payments or benefits.

5.3 Any Trustee may be paid reasonable and proper remuneration for services actually rendered to the Charity including the usual professional charges for services provided or business done by any Trustee who is a solicitor, accountant or other person engaged in a profession or any partner in their firm instructed by the Charity to act in a professional capacity on its behalf but only if:

- (A) The number of Trustees so remunerated shall not exceed a minority of the quorum of Trustees;
- (B) Such Trustee shall be absent from all meetings at which the terms and conditions of his or her employment with the Charity are discussed;
- (C) Such Trustee shall not vote on any resolution relating to his or her employment;
- (D) The other Trustees are satisfied that his or her employment or that of his or her firm is both necessary and expedient in the interests of the Charity.

6. Membership

6.1 The number of members with which the Charity is registered is unlimited.

6.2 The Charity shall maintain a register of members.

6.3 The members of the Charity shall be the Trustees. Every such person becoming a member of the Charity shall remain a member until he or she shall cease to be a member by virtue of some provision contained in these Articles.

6.4 Membership shall terminate forthwith if the member concerned:

- (A) gives written notice of resignation to the Charity; or
- (B) dies or (in the case of a body corporate) ceases to exist; or

- (C) is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice).

6.5 Membership of the Charity is not transferable.

7. Limited liability

The liability of the members is limited.

8. Guarantee

Every member promises, if the Charity is dissolved while he or it (in the case of a member which is a corporate body) remains a member or within 12 months afterwards, to contribute up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

9. General Meetings

- 5.4** Members are entitled to attend general meetings either personally or (in the case of a member organisation) through an authorised representative. General meetings are called on at least 21 clear days' written notice to all members specifying the time and place of the meeting, the business to be discussed and, in the case of an AGM, specifying the meeting as such.
- 5.5** No business shall be transacted at any general meeting unless a quorum of members is present. There is a quorum at a general meeting if the number of members personally present is at least a half of the members or authorised representatives. 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 such time and place as the Trustees may determine.
- 5.6** The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 5.7** The Chairman may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more, at least seven days' notice of the adjourned meeting shall be given, specifying the time and place of the meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 5.8** Except where otherwise provided by these Articles or the Act, every issue is decided by a majority of the votes cast.

- 5.9** The Charity may hold an AGM in every year which all members shall be entitled to attend.
- 5.10** At an AGM the members:
- (A) receive the accounts of the Charity for the previous financial year;
 - (B) receive the Trustees' report on the Charity's activities since the previous AGM;
 - (C) appoint auditors for the Charity;
 - (D) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - (E) discuss any issues of policy or deal with any other business put before them.
- 5.11** Any meeting which is not an AGM is a general meeting.
- 5.12** A general meeting may be called at any time by the Trustees and must be called within 21 days on a written request from 10% of the members of the Charity, by a majority of the Trustees or by the Chairman and the meeting must be held within 28 days after the notice convening the meeting.
- 5.13** A resolution put to the vote of the 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 demanded:
- (A) by the Chairman; or
 - (B) by at least two members having the right to vote at the meeting; or
 - (C) by a member representing not less than one-seventh 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 a member.
- 5.14** Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands 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 such resolution. The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands before the demand was made.
- 5.15** In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote, in addition to any other vote he or she may have.
- 5.16** A poll demanded on the election of a chairman 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 chairman directs, being not more than 30 days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 5.17** No notice need be given of a poll not taken forthwith if the time and place at which it is 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.
- 5.18** A resolution in writing executed by or on behalf of 75% of the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.
- 5.19** Subject as aforesaid, on a show of hands every member present in person shall have one vote and on a poll every member present in person or by proxy shall have one vote. 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 Chairman, whose decision shall be final and conclusive.
- 5.20** 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 the member's mental capacity may vote, whether on a show of hands or on a poll, by his attorney, deputy or other person authorised in that behalf appointed by that court, and any such attorney or deputy or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours 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.
- 5.21** Any member of the Charity entitled to attend and vote at a general meeting is entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him.
- 5.22** An instrument appointing a proxy shall be in any common form or in any form as the Trustees may approve and the Trustees may if they think fit (but subject to the provisions of the Act) send out with the notice of any meeting forms of instrument of proxy for use at the meeting.
- 5.23** The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 5.24** The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:
- (A)** be deposited at the Office or at such other place within the United Kingdom as is specified on the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (B)** in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or

- (C) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any of the Trustees; and

an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

- 5.25 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 5.26 Any corporation which is a member of the Charity may by resolution of its trustees or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the authorised representative shall be entitled to exercise the same powers on behalf of the corporation which he or she represents as that corporation could exercise if it were an individual member of the Charity.

10. The Trustees

- 10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds. The Trustees shall be members.

- 10.2 Every Trustee must sign a declaration of willingness to act as a Trustee of the Charity before he is eligible to vote at any meeting of the Trustees.

- 10.3 The Trustees have the power to appoint and remove Trustees by written resolution.

- 10.4 A Trustee's term of office automatically terminates if he or she:

- (A) ceases to be a Trustee by virtue of any provision of the Act or he becomes prohibited by law from being a Trustee; or
- (B) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (C) in the written opinion of a registered medical practitioner who is treating the Trustee, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months or may be suffering from mental disorder; or
- (D) is absent from four consecutive meetings of the Trustees and the Trustees resolve that his or her office be vacated; or
- (E) resigns by written notice to the Trustees; or
- (F) is removed by resolution passed by at least two-thirds of the Trustees such resolution being passed at a meeting of the Trustees duly convened and held after the meeting

has invited the views of the Trustee concerned and the chairman has declared that the meeting has considered the matter in light of such views; or

(G) ceases to be a member.

10.5 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 of Trustees.

11. Proceedings of Trustees

11.1 The Trustees must hold at least two meetings each year. If an AGM is not held then the Trustees, in their capacity as members, shall discuss and resolve AGM business at their last meeting of the calendar year.

11.2 A quorum at a meeting of the Trustees is half of the Trustees.

11.3 A meeting of the Trustees may be held in person or by suitable electronic means as agreed by the Trustees by which participants may communicate with all the other participants.

11.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall preside at each meeting.

11.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by a majority of the Trustees is as valid as a resolution passed at a meeting (and 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).

11.6 Except for the chairman, who has a second or casting vote, every Trustee has one vote on each issue.

11.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12. Powers of Trustees

The Trustees have the following powers in the administration of the Charity:

(A) to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act and where the office of Secretary is vacant or there is for any other reason no secretary capable of acting, to appoint (and remove) any assistant or deputy secretary (who need not be a member) to so act;

(B) to appoint a chairman, treasurer and other honorary officers from among their number;

(C) to delegate operational matters relating to the Charity to a Chief Executive Officer;

(D) to make rules consistent with the Articles and the Act to govern proceedings at their meetings and at meetings of committees;

- (E) to make rules consistent with the Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
- (F) to establish procedures to assist the resolution of disputes within the Charity;
- (G) subject to the provisions of the Act, the Articles and to any directions given by special resolution, to manage the business of the Charity;
- (H) to resolve pursuant to Article 4.24 of the Articles to effect indemnity insurance notwithstanding their interest in such a policy; and
- (I) to exercise any other powers of the Charity which are not reserved to a general meeting.

13. Records and Accounts

13.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (A) annual reports;
- (B) annual returns; and
- (C) annual statements of account.

13.2 The Trustees must keep proper records of:

- (A) all proceedings at general meetings;
- (B) all proceedings at meetings of the Trustees;
- (C) all reports of committees; and
- (D) all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

13.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

13.5 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Charity except as conferred by statute or authorised by the Trustees or by ordinary resolution of the Charity.

14. Exclusion of model articles

The model Articles for a company limited by guarantee are hereby expressly excluded.

15. Notices

- 15.1** Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Charity.
- 15.2** The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 15.3** Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (A) Twenty four hours after being sent by electronic means or delivered by hand to the relevant address;
 - (B) two clear days after being sent by first class post to that address;
 - (C) three clear days after being sent by second class or overseas post to that address;
 - (D) on the date of publication of a newspaper containing the notice;
 - (E) on being handed to the member personally; or, if earlier
 - (F) as soon as the member acknowledges actual receipt.
- 15.4** 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. Indemnity

Subject to the provisions of the Act, every Trustee or other officer, employee or auditor of the Charity, shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

17. Dissolution

If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied to or for the benefit of such charitable institution or institutions having similar or complementary objects to those of the Charity and if more than one then in such shares or proportions and in such manner in all respects as the Trustees may, in their discretion, decide.

18. Interpretation

18.1 In these Articles the following wording shall have the following meanings:

- "the Act" means the Companies Act 2006 and every other statute concerning companies;
- "AGM" means an annual general meeting of the Charity;
- "the Articles" means these Articles of Association;
- "authorised representative" means an individual who is authorised by a member corporation to act on its behalf at meetings of the Charity in accordance with the Act, and whose name is given to the Secretary;
- "Chairman" means the chairman of the Trustees;
- "the Charity" means the Charity governed by these Articles;
- "clear day" means 24 hours from midnight following the relevant event;
- "Charity Trustee" has the meaning prescribed by the Charities Act 2011;
- "the Commission" means the Charity Commissioners for England and Wales;
- "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, in relation to a Trustee, a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act 2011;
- "financial expert" means an individual, company or firm who is an authorised person within the meaning of the Financial Services and Markets Act 2000;
- "material benefit" means a benefit which may not be financial but has monetary value;
- "member" and "membership" refer to membership of the Charity;
- "month" means calendar month;
- "the objects" means the objects of the Charity as defined in Article 3 of these Articles;
- "the Office" means the registered office of the Charity from time to time;
- "Secretary" means the Secretary of the Charity;
- "Trustee" means a Trustee of the Charity and "Trustees" means all of the Trustees;
- "written" or "in writing" refers to a legible document on paper including a fax message; and

- "year" means calendar year.
- 18.2** Unless expressly defined herein or unless the context otherwise requires, expressions defined in the Act or any statutory modification thereof in force at the date at which those regulations become binding on the Charity, shall have the meanings so defined.
- 18.3** References to an Act of Parliament are to such act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 18.4** Save where the context otherwise requires references to the masculine gender shall include the feminine gender.