

**Thera East**

**MEMBERS' SPECIAL RESOLUTION**

At a General Meeting of the Company held at The West House, Alpha Court, Swingbridge Road, Grantham, Lincs NG31 7XT on 2<sup>nd</sup> December 2011 the following resolution was passed as a special resolution

**THAT** all Clauses of the Memorandum of Association of the Company be moved into the Articles of Association

**AND THAT** the Articles of Association of the Company be replaced in their entirety by the attached Articles of Association

  
Secretary

02/12/11

Date

FRIDAY



A11

\*A10XQNZU\*  
20/01/2012  
COMPANIES HOUSE

#96

**ARTICLES OF ASSOCIATION  
OF THERA EAST**

as amended by special resolutions dated 28<sup>th</sup> April 2009, 18<sup>th</sup> February 2010 and  
2<sup>nd</sup> December 2011

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL

**Anthony Collins Solicitors  
134 Edmund Street  
Birmingham  
B3 2ES**

**Reference: EET 27472.0011**

# ARTICLES OF ASSOCIATION THERA EAST

## PART A. INTRODUCTION

### 1. INTERPRETATION

1.1 In these Articles

"AGM"	means an annual general meeting of the Company
"the Articles"	means these Articles of Association of the Company
"Beneficiary"	means a person to whom the Company may grant benefits in furtherance of the Objects
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday
"Carer"	means a person who is a friend or relative of a Supported Person and who, in the opinion of the Board, has an interest in the care of the Supported Person as provided by the Company but who is not a Supported Company Member nor a Staff Company Member
"Carer Company Member"	means a Carer who is admitted as a Carer Company Member under Article 9
"Chairman"	means (subject to the context) either the person appointed as Chairman of the Company under Article 34 or where the Chairman of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Clear Days"	in relation to a period of notice means the 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

"Committee"	means a Committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies
"the Company"	means the company intended to be regulated by the Articles
"Company Member"	means a member for the time being of the Company
"Criminal Records Bureau"	means the government body established in March 2002 under Part V of the Police Act 1997 to carry out checks on the criminal records of individuals and to include any successor body established for similar purposes
"Director"	means any director of the Company
"EGM"	means an extraordinary general meeting of the Company
"General Meeting"	means an AGM or an EGM
"Group"	means Thera Trust and its subsidiaries
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Independent Director"	means a person who is appointed as a Director under Article 26
"Managing Director"	means the person appointed as a Director by Thera Trust under Article 25 1 1 and employed by the Company to deliver the services of a managing director
"Member of Staff"	means a person who is, in the opinion of the Board, employed by the Company to care for a Supported Person
"the Memorandum"	means the Memorandum of Association of the Company
"Non-Executive Director"	means a person who is a Director of the Company but who does not receive any form of remuneration from the Company for the provision of his services as a Director

"the Objects"	means the objects of the Company set out in Article 3
"Observers"	means those persons (other than Directors) present under Article 36 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Service Quality Director"	means the person appointed as a Director by Thera Trust under Article 25 1 2 and employed by the Company to deliver the services of a Service Quality Director
"Staff Company Member"	means a Member of Staff who is admitted as a Staff Company Member under Article 8
"Supported Company Member"	means a Supported Person who is admitted as a Supported Company Member under Article 7
"Supported Person"	means a person with a learning disability to whom, in the reasonable opinion of the Board, the Company provides support services
"Thera Director"	means a person who is appointed as a Director under Article 25 1 3
"Thera Executive Director"	means a person who is appointed as an Executive Director of Thera Trust
"Thera Subsidiary Company"	means an organisation which is a subsidiary of Thera Trust by reason of Section 1159 of the Companies Act 2006
"Thera Trust"	means the charitable company with charity registration number 1090163 the registered office of which is situated at 134 Edmund Street, Birmingham B3 2ES
"Thera Trust Director"	means a person who is a director of Thera Trust
"Thera Trust Non-Executive Director"	means a person who is a director of Thera Trust but who does not receive any form of remuneration from Thera Trust for the provision of his services as a director of Thera

---

Trust

- "United Kingdom" means Great Britain and Northern Ireland
- "Working Party" means a body established by the Board to make recommendations to the Board but without decision-making powers

## 1 2 In the Articles

- 1 2 1 terms defined in the Companies Act 2006 are to have the same meaning,
- 1 2 2 references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa,
- 1 2 3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships,
- 1 2 4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it,
- 1 2 5 references to Articles are to those within these Articles of Association,
- 1 2 6 the index and headings are not to affect their interpretation; and

## 1 3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 applies to the Company

## **PART B. COMPANY MEMBERSHIP**

### **2 NAME**

The name of the Company is Thera East

### **3 OBJECTS**

- 3 1 The Company's objects are the relief of persons with a learning disability, their families and carers in particular but not exclusively by the provision of support services including services in the support of residential, respite and other suitable forms of care, education and work opportunities and by the promotion of the awareness of the needs of such persons

and the Company can do all other things that are incidental or conducive to its Objects or any of them

### **4 POWERS**

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers

#### **Staff and Volunteers**

- 4 1 to employ and remunerate the Directors and staff of the Company or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to Directors, staff, their relatives and dependants,
- 4 2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses,

#### **Property**

- 4 3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests),
- 4 4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property,
- 4 5 to sell, lease, licence, exchange, dispose of or otherwise deal with property,
- 4 6 to provide accommodation for any other organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents),

**Borrowing**

- 4 7 to borrow and give security for loans,

**Grants and Loans**

- 4 8 to make grants, donations or loans, to give guarantees and to give security for those guarantees,

**Fund Raising**

- 4 9 to raise funds, to invite and receive contributions,

**Trading**

- 4 10 to trade in the course of carrying out the Objects and to charge for services,

**Publicity**

- 4 11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields,
- 4 12 to promote or carry out research and publish the results of it,

**Contracts**

- 4 13 to co-operate with and enter into contracts with any person,

**Bank or building society accounts**

- 4 14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company,

**Investments**

- 4 15 to invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Board decides,
- 4 16 to make such arrangements as the Board think fit for any investments of the Company or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Company's nominee and to pay reasonable and proper remuneration to that corporate body,

**Insurance**

- 4 17 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to

use any insurance proceeds as the Board decides (without necessarily having to restore the asset),

- 4 18 to insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties,
- 4 19 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company,
- 4 20 to take out indemnity insurance to cover the liability of the Directors and officers of the Company who are not Directors for negligence, default, breach of duty or breach of trust in relation to the Company but this insurance may not extend to
  - 4 20 1 any claim arising from any act or omission which a Director or officer knew was a breach of duty or breach of trust or which was committed by a Director or officer in reckless disregard of whether it was a breach of duty or breach of trust or not, or
  - 4 20 2 the costs of an unsuccessful defence to a criminal prosecution brought against a Director or officer in his capacity as a Director or officer of the Company,

#### **Other Organisations**

- 4 21 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include or are related to any one or more of the Objects ,
- 4 22 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied purposes, to exchange information and advice and to undertake joint activities with them,
- 4 23 to amalgamate with any organisation that has objects similar to the Objects,
- 4 24 to affiliate, register, subscribe to or join any organisation,
- 4 25 to act as agent or trustee for any organisation,

#### **Reserves**

- 4 26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure,

#### **Formation expenses**

- 4 27 to pay the costs of forming the Company and of complying with all relevant registration requirements, and

#### **General**

- 4 28 to do anything else within the law which promotes or helps to promote

the Objects

## **5 APPLICATION OF FUNDS**

### **5 1 General**

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by either this Article 5 or Article 46)

5 1 1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member, and

5 1 2 a Director may not directly or indirectly receive any payment of money or benefit from the Company

### **5 2 Benefits to Company Members**

For the avoidance of doubt nothing in Article 5 1 is to prevent the following payments to Company Members

#### **Rent**

5 2 1 payment of reasonable and proper rent for premises let to the Company by a Company Member,

#### **Interest on organisation's loans**

5 2 2 payment of reasonable and proper interest on money lent by any Company Member (or other person with the right to appoint Company Members),

#### **Supply of Goods or Services**

5 2 3 reasonable payments to a Company Member (or other person with the right to appoint Company Members) in return for goods and/or services supplied to the Company pursuant to a contract,

#### **Out of Pocket Expenses**

5 2 4 the payment of reasonable and proper out of pocket expenses to those Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

#### **Benefits to Company Members**

5 2 5 the grant of a benefit to a Company Member who is a Beneficiary in furtherance of the Objects,

#### **Employment of Company Members**

5 2 6 the reasonable remuneration of or grant of a benefit to a Company Member who is not a Director in respect of his employment by the Company,

**Gift-Aid Payment to Thera Trust**

5 2 7 the payment of profits by way of gift-aid to Thera Trust

**5 3 Benefits to Directors**

The Company may make the following payments or grant the following benefits to Directors -

**Out of pocket expenses**

5 3 1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors,

5 3 2 the payment of reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers,

**Remuneration of Directors**

5 3 3 the reasonable remuneration of or grant of a benefit to a Director in respect of his employment by the Company provided that no Director who is a Thera Trust Non-Executive Director may benefit under this clause and provided that the conflict of interest provisions in Article 29 are complied with,

**Indemnity**

5 3 4 an indemnity in respect of any liabilities properly incurred in running the Company within the terms of Article 39,

5 3 5 the benefit of indemnity insurance under Article 4 20,

**Fees to companies in which Directors have negligible interests**

5 3 6 a payment to a company in which a Director has no more than a 1% shareholding,

**Interest and Rent**

5 3 7 payment of reasonable and proper interest on money lent by any Director to the Company,

5 3 8 a reasonable rent or hiring fee for property let or hired by any Director to the Company,

**Professional Fees**

5 3 9 the usual professional charges for business done by any Director who is a solicitor, accountant or other professional or by his firm when instructed by the Company to act in a professional capacity on its behalf provided that the conflict of interest

provisions in Article 29 are complied with,

**Company Secretary**

5 3 10 the reasonable charges for business done by any Director acting in the capacity of Secretary to the Company having been appointed under Article 38,

**Benefits to Directors**

5 3 11 benefits provided in furtherance of the Objects to Directors who are Beneficiaries where those benefits are no different from benefits which are provided to other Beneficiaries

**6 MEMBERS**

6 1 The Company Members are -

6 1 1 the subscribers to the memorandum, and

6 1 2 others admitted to membership of the Company under the Articles by the Board

6 2 Subject to Article 6 3, following incorporation Company Members may be admitted to membership of the Company so that membership of the Company comprises -

6 2 1 Thera Trust,

6 2 2 those Supported Company Members admitted to membership of the Company pursuant to Article 7,

6 2 3 those Staff Company Members admitted to membership of the Company pursuant to Article 8, and

6 2 4 those Carer Company Members admitted to membership of the Company pursuant to Article 9

6 3 A person may not be admitted as a Company Member -

6 3 1 unless he has signed a written application or given an oral declaration agreeing to become a Company Member in such form as the Board requires and his application or declaration is approved by the Board,

6 3 2 except in the case of Thera Trust, unless he is aged 18 or over, or

6 3 3 if he would immediately cease to be a Company Member or Director under the Articles

6 4 Company membership is personal and not transferable

6 5 The status of a Company Member as a Supported Company Member, a Staff Company Member or a Carer Company Member must be stated in the Company's Register of Members

6 6 For the avoidance of doubt neither the Supported Company Members together nor the Staff Company Members together nor the Carer Company Members together shall constitute a separate class of Company Members

## **7 SUPPORTED COMPANY MEMBERS**

7 1 Subject to Article 6 3, a person who is a Supported Person is eligible to become a Supported Company Member

## **8 STAFF COMPANY MEMBERS**

8 1 Subject to Article 6 3, a person who is a Member of Staff is eligible to become a Staff Company Member

## **9 CARER COMPANY MEMBERS**

9 1 Subject to Article 6 3, a person who is a Carer is eligible to become a Carer Company Member

## **10 TERMINATION OF COMPANY MEMBERSHIP**

10 1 A person will cease to be a Company Member -

10 1 1 on giving written notice of resignation to the Secretary,

10 1 2 in the case of an individual on death,

10 1 3 in the case of Thera Trust if it is declared insolvent or makes an arrangement or composition with its creditors,

10 1 4 if he is declared bankrupt or makes any arrangement or composition with his creditors,

10 1 5 except in the case of Thera Trust (who may not be expelled), on being expelled by a special resolution (requiring 75% majority of those present and voting) if -

10 1 5 1 a complaint in writing containing details of conduct detrimental to the interests of the Company has been sent to the Company Members at least 28 clear days before the General Meeting,

10 1 5 2 the Company Member has been given an opportunity to answer the complaint to justify why his membership should not be terminated, and

10 1 5 3 the General Meeting has considered the evidence presented by the Company Member

10 1 6 if he is a Supported Company Member and, in the opinion of the Board, ceases to be a Supported Person,

10 1 7 if he is a Staff Company Member and, in the opinion of the Board, he ceases to be a Member of Staff, or

10 1 8 if he is a Staff Company Member and, in the opinion of the Board, he supports a Supported Company Member or acts as a proxy contrary to Article 21 7

10 1 9 if he is a Carer Company Member and, in the opinion of the Board -

10 1 9 1 he ceases to be a Carer, or

10 1 9 2 the Supported Person in whose care he has an interest ceases to be a Supported Person

but subject to the right of the Board to resolve to continue his membership as a Carer Company Member,

10 1 10 if he is a Director and ceases to be a Director by virtue of Article 28 1 8, or

10 1 11 in the case of a Company Member who is an individual (not a company or an organisation), if the Board, acting in their absolute discretion, determine so

## **11 LIMIT OF LIABILITY**

The liability of the Company Members is limited

## **12 GUARANTEE**

Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member

## **PART C: GENERAL MEETINGS**

### **13 ANNUAL GENERAL MEETINGS**

- 13 1 The Company must hold an AGM each year
- 13 2 There must be no more than 15 months between one AGM and the next
- 13 3 The AGM is to be held at such time and place as the Board decides
- 13 4 The business of the AGM is -
  - 13 4 1 to receive the annual Directors' report,
  - 13 4 2 to consider the accounts and the auditors' report,
  - 13 4 3 to appoint the auditors (if necessary), and
  - 13 4 4 to transact any other business specified in the notice convening the meeting

### **14 EXTRAORDINARY GENERAL MEETINGS**

- 14 1 A General Meeting other than an AGM is called an EGM
- 14 2 Save for an EGM called pursuant to Article 14 4 an EGM is to be called by the Board
- 14 3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting
- 14 4 On receiving a requisition from the percentage of the Company Members required under the Companies Act 2006 the Board must immediately convene an EGM

### **15 NOTICE OF GENERAL MEETINGS**

- 15 1 Every General Meeting must be called by at least 14 Clear Days' notice
- 15 2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting
- 15 3 The notice must specify -
  - 15 3 1 the time, date and place of the General Meeting,

- 15.3.2 the general nature of the business to be transacted, and,
- 15.3.3 in the case of an AGM, that it is the AGM
- 15.4 Subject to the Companies Act 2006 no business may be transacted at a General Meeting except that specified in the notice convening the meeting
- 15.5 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any)
- 15.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting

## 16 QUORUM

- 16.1 No business may be transacted at a General Meeting unless a quorum is present
- 16.2 The quorum for General Meetings is one third of the Company Members for the time being subject to the requirement that, in order for a General Meeting to be quorate, Thera Trust must be present by a duly authorised representative
- 16.3 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment
- 16.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides. If at the adjourned General Meeting there are again insufficient Company Members present within 30 minutes from the time of the adjourned General Meeting to constitute a quorum then the General Meeting must further be adjourned to such time and place as the Board decides. If at the further adjourned General Meeting there are insufficient members present within 30 minutes from the time of the General Meeting to constitute a quorum then those Company Members who are present (provided they include a duly authorised representative of Thera Trust) shall constitute a quorum for the purpose of allowing any business of the further adjourned meeting to be conducted
- 16.5 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members
- 16.6 Any Director may attend a General Meeting and may speak but unless he is a Company Member may not vote
- 16.7 Subject to Article 10.6 and otherwise to an ordinary resolution of the Company Members to the contrary, the Board may allow individuals who are not Company Members to attend a General Meeting on whatever terms they

decide

## **17 CHAIRMAN AT GENERAL MEETINGS**

- 17.1 The Chairman is to chair General Meetings
- 17.2 If the Chairman is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Company Members present must choose one of their number to chair the General Meeting

## **18 ADJOURNMENT OF GENERAL MEETINGS**

- 18.1 The Chairman may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting
- 18.2 The Chairman may adjourn a General Meeting if it appears to the Chairman that an adjournment is necessary for the business of the meeting to be properly conducted
- 18.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned
- 18.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 18.1 or 18.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given
- 18.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed

## **19 VOTING AT GENERAL MEETINGS**

- 19.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded
- 19.2 Subject to Article 26.1, each Company Member present in person or by proxy has one vote on a show of hands
- 19.3 A Company Member which is an organisation may, by resolution of its governing body (or a Committee or officer of that organisation acting under powers delegated by its governing body) authorise such persons as it thinks fit to act as its representative at General Meetings of the Company
- 19.4 A person authorised under Article 19.3 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Company Member
- 19.5 If there is an equality of votes on a show of hands the Chairman is not entitled to a second or casting vote and resolutions which fail to secure a majority in favour are to be lost

19 6 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chairman whose decision is final.

19 7 A declaration by the Chairman that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

## 20 BALLOTS

20 1 A ballot may be demanded by the Chairman, Thera Trust or one twentieth of the Company Members for the time being before or on the declaration of the result of a show of hands.

20 2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.

20 3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.

20 4 A ballot is to be taken as the Chairman directs. The Chairman may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.

20 5 A ballot on the election of a Chairman or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chairman directs.

20 6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

20 7 Subject to Article 20 8, Article 20 9 and Article 20 10, on a ballot at a General Meeting the following Company Members present in person or by proxy are to have the following number of votes -

Supported Company Members	five votes divided equally amongst them (with fractions of a vote being allowed),
---------------------------	---

Staff Company Members	five votes divided equally amongst them (with fractions of a vote being allowed),
-----------------------	---

Thera Trust	five votes, and
-------------	-----------------

Carer Company Members	five votes divided equally amongst them (with fractions of a vote being allowed)
-----------------------	--

In the event of an equality of votes in any ballot held under this Article 14 7 the Chairman is not entitled to a second or casting vote  
Resolutions which fail to secure a majority in favour are to be lost

20 8 In relation to a ballot on any resolution under Section 168 of the Companies Act 2006 to remove a Director appointed by Thera Trust pursuant to Article 25, the following Company Members present in person or by proxy are to have the following number of votes

Thera Trust	fifteen votes,
Supported Company Members	five votes divided equally amongst them (with fractions of a vote being allowed),
Staff Company Members	five votes divided equally amongst them (with fractions of a vote being allowed), and
Carer Company Members	five votes divided equally amongst them (with fractions of a vote being allowed)

In the event of an equality of votes in any ballot held under this Article 14 8 the Chairman is not entitled to a second or casting vote and resolutions which fail to secure a majority in favour are to be lost

20 9 In relation to a ballot on any resolution to -

20 9 1 amend Article 6 2 1,

20 9 2 amend Article 6 3 1,

20 9 3 amend Article 10,

20 9 4 amend Article 16 2,

20 9 5 amend Article 19 2,

20 9 6 amend Article 19 3,

20 9 7 amend Article 19 4,

20 9 8 amend this Article 20,

20 9 9 amend any of the Articles 24 to 26, or

20 9 10 amend Article 28,

the following Company Members present by person or by proxy are to have the following number of votes -

Thera Trust	six votes
Supported Company Members	five votes divided equally amongst them (with fractions of a vote being allowed)
Staff Company Members	five votes divided equally amongst them (with fractions of a vote being allowed), and
Carer Company Members	five votes divided equally amongst them (with fractions of a vote being allowed)

In the event of an equality of votes in any ballot held under this Article 20 9 the Chairman is not entitled to a second or casting vote and resolutions which fail to secure a majority in favour are to be lost

20 10 In relation to a ballot on any resolution to appoint, re-appoint or extend the term of office of an Independent Director in accordance with Article 26 the following Company Members present in person or by proxy are to have the following number of votes -

Thera Trust	no votes
Supported Company Members	five votes divided equally among them (with fractions of a vote being allowed)
Staff Company Members	five votes divided equally among them (with fractions of a vote being allowed)
Carer Company Members	five votes divided equally among them (with fractions of a vote being allowed)

In the event of an equality of votes in any ballot held under this Article 20 10 the Chairman is not entitled to a second or casting vote Resolutions which fail to secure a majority in favour are to be lost

## 21 PROXIES

21 1 A Company Member may appoint a proxy in writing A proxy need not be a Company Member The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 45 A proxy may not appoint another proxy

21 2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions

21 3 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote

21 4 No document appointing a proxy will be valid for more than 12 months

21 5 A vote given or ballot demanded by proxy is to be valid despite -

21 5 1 the revocation of the proxy, or

21 5 2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used

21 6 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present

21 7 A Supported Company Member may not appoint a Staff Company Member as his proxy

## **22 COMPANY MEMBERS' WRITTEN RESOLUTIONS**

22 1 A written resolution approved by the required majority of eligible Company Members (provided those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting

22 2 A resolution under Article 22 1 may consist of several documents in similar form each approved by one or more Company Members

## **PART D. DIRECTORS**

### **23 APPOINTMENT OF DIRECTORS**

23 1 The number of Directors must be not less than two but there is no maximum

23 2 The first Directors are those named in the statement delivered to the Registrar of Companies under Section 10(2) of the Companies Act 1985

### **24 COMPOSITION OF THE BOARD**

24 1 Subject to Article 24 2 and Article 24 3, following incorporation further Directors are to be appointed as necessary in accordance with Articles 19 and 20

24 2 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay

24 3 A person may not be appointed as a Director -

24 3 1 if he would immediately cease to hold office under Article 28, or

24 3 2 unless a disclosure in relation to him has been obtained from the Criminal Records Bureau and the Board has confirmed that, in its opinion, the results do not prevent him from becoming a Director, or

24 3 3 unless he is aged 18 or over

24 4 The status of a Director as the Managing Director, the Service Quality Director, a Thera Director or the Independent Director must be stated in the Company's Register of Directors

### **25 DIRECTORS APPOINTED BY THERA TRUST**

25 1 Subject to Article 24, Thera Trust shall be entitled to appoint -

25 1 1 one person as the Managing Director,

25 1 2 one person, who must be a person with a learning disability, as the Service Quality Director, and

25 1 3 such number of other persons as Thera Directors (of whom at least one must also be a Thera Trust Director) as Thera Trust shall determine provided that the Thera Directors, the Service Quality Director and the Managing Director together shall at all times constitute a majority of the Directors

- 25 2 Thera Trust shall take all reasonable steps to ensure, when exercising its power of appointment in accordance with Article 19 1 3, that the Thera Directors include at any one time at least one individual with a learning disability
- 25 3 The appointment of the Managing Director, the Service Quality Director or a Thera Director under Article 25 1 is to be made on the authority of the board of Thera Trust or a Committee or officer duly authorised by Thera Trust and is to take effect when notified to the Secretary under Article 25 10
- 25 4 Subject to Article 25 6, Article 25 7 and Article 28 a person appointed as a Thera Director in accordance with Article 25 1 3 or Article 25 9 shall remain in office for a period of three years from the date of his appointment Subject to Article 25 5 such a person is eligible to be re-appointed as a Thera Director for one further three year term of office in accordance with Article 25 1 3
- 25 5 A person who has served as a Thera Director for two consecutive terms of office in accordance with Article 25 4 shall only be eligible for re-appointment as a Thera Director in accordance with Article 25 1 3 if Thera Trust decides that exceptional circumstances exist to justify his re-appointment for a third term of office
- 25 6 The provisions of Article 25 4 shall not apply to any person appointed as a Thera Director who is also a Thera Executive Director and for the avoidance of doubt a Thera Executive Director may serve as a Thera Director for longer than two consecutive terms in office
- 25 7 Thera Trust may remove at any time the Managing Director, the Service Quality Director or a Thera Director in the same way as it appointed him The period of time from the date on which a Thera Director was appointed until the date on which he is removed in accordance with this Article 25 7 shall be treated as one term of office for the purposes of Articles 25 4 and 25 5
- 25 8 Thera Trust may appoint a person as the Managing Director or the Service Quality Director as appropriate to fill a vacancy which arises because the Managing Director or the Service Quality Director -
- 25 8 1 has been removed under Article 25 7, or
- 25 8 2 ceases to be a Director under the Articles
- 25 9 Thera Trust may appoint a person as a Thera Director to fill a vacancy which arises because a Thera Director -
- 25 9 1 has been removed under Article 25 7, or
- 25 9 2 ceases to be a Director under the Articles
- 25 10 Subject to Article 24, the appointment or the removal of the Managing Director, the Service Quality Director or a Thera Director as appropriate under this Article is to take effect when Thera Trust delivers written notice of appointment or removal addressed to the Secretary to -

- 25 10 1 the Registered Office,
- 25 10 2 a Board Meeting, or
- 25 10 3 the Secretary in person

## **26 INDEPENDENT DIRECTOR**

- 26 1 Subject to Article 24, the Company Members except Thera Trust shall be entitled to appoint one person as an Independent Director. The appointment of the Independent Director is to be made at a General Meeting at which Thera Trust shall not be entitled to vote in relation to a resolution to appoint an Independent Director in accordance with this Article 20 either on a show of hands or on a ballot.
- 26 2 An Independent Director is, subject to Article 28, to serve for a term as near as possible to three years from the date of the resolution of the Company Members by which he was appointed or re-appointed.
- 26 3 Subject to Article 26 4 the Company Members except Thera Trust may either -
  - 26 3 1 before the date on which a person ceases to be an Independent Director extend the term for which he is to continue as an Independent Director for a further period of three years, or
  - 26 3 2 after the date on which a person ceases to be an Independent Director re-appoint him as an Independent Director for a further period of three years.
- 26 4 A person may not serve as an Independent Director for longer than two consecutive terms of office unless the Company Members except Thera Trust decide that exceptional circumstances exist to justify his re-appointment.
- 26 5 If there is a casual vacancy for an Independent Director then the Board shall request the Company Members except Thera Trust to appoint a replacement in accordance with Article 26 1.

## **27 OBLIGATIONS OF DIRECTORS**

- 27 1 The Board must set out the obligations of every Director to the Board and to the Company in writing. The statement of Directors' obligations is not intended to be exhaustive and the Board must review and may amend it from time to time.
- 27 2 The statement of the obligations of the Directors to the Company must include -
  - 27 2 1 a commitment to its values and objectives (including equal opportunities),

- 27 2 2 an obligation to contribute to and share responsibility for the Board's decisions,
- 27 2 3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events,
- 27 2 4 an obligation to declare relevant interests,
- 27 2 5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board,
- 27 2 6 an obligation to comply with their fiduciary duties, including -
  - 27 2 6 1 to act in the best interests of the Company,
  - 27 2 6 2 to declare any interests a Director may have in matters to be discussed at Board meetings and to comply with appropriate procedures to regulate conflicts of interest in accordance with Article 29,
  - 27 2 6 3 to secure the proper and effective use of the Company's property,
  - 27 2 6 4 to act personally,
  - 27 2 6 5 to act within the scope of any authority given,
  - 27 2 6 6 to use the proper degree of skill and care when making decisions particularly when investing funds,
  - 27 2 6 7 to act in accordance with the Articles, and
  - 27 2 6 8 a reference to their obligations under the general law
- 27 3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment. The Board may change the statement from time to time
- 27 4 A Non-Executive Director cannot be an employee of the Company

## **28 RETIREMENT AND REMOVAL OF DIRECTORS**

- 28 1 A Director will cease to hold office if -
  - 28 1 1 he dies,
  - 28 1 2 he ceases to be a Director under the Companies Act 2006 or is prohibited by law from being a Director,
  - 28 1 3 he is declared bankrupt or makes any arrangement or composition with his creditors,
  - 28 1 4 he is in the opinion of the Board guilty of conduct detrimental to the

interests of the Company and the Board resolves by a 66% majority of the Directors present and voting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director,

28 1 5 he resigns by written notice to the Secretary,

28 1 6 he is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 66% majority of the Directors present and voting) that he should cease to be a Director, or

28 1 7 he fails to sign a statement of his obligations under Article 27 within one month of his appointment and the Board resolves that he be removed, or

28 1 8 when called upon to do so by the Board, he is unable or unwilling to secure from the Criminal Records Bureau a disclosure the results of which would, in the opinion of the Board, enable him to continue in office as a Director, or

28 1 9 he is a Thera Director who, when appointed in accordance with Article 25 1 3, was also a Thera Trust Director and he ceases to be a Thera Trust Director

28 1 10 he is the Managing Director or the Service Quality Director and he is appointed as a director to any other company within the Group without the prior written approval of the board of Thera Trust, or

28 1 11 he is a Non-Executive Director and is employed by the Company

## **29 DIRECTORS' INTERESTS**

### **29.1 Declaration of interests**

29 1 1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors

29 1 2 In accordance with the Companies Act 2006, the declaration may be made at a meeting of the directors or by written notice

29 1 3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made

29 1 4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement

29 1 5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware

29 1 6 A Director need not declare an interest -

29 1 6 1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests, or

29 1 6 2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware)

## **29 2 Authorisation of direct conflicts of interests**

29 2 1 A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5

## **29.3 Authorisation of indirect conflicts of interest**

29 3 1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that -

29 3 1 1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving to the conflict, and

29 3 1 2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction

29 3 2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict

## **PART E. BOARD MEETINGS**

### **30 FUNCTIONS OF THE BOARD**

30 1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include

30 1 1 defining and ensuring compliance with the values and objectives of the Company,

30 1 2 establishing policies and plans to achieve those objectives,

30 1 3 approving each year's budget and accounts before publication,

30 1 4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 35 with proper systems of control,

30 1 5 monitoring the Company's performance in relation to its plans budget controls and decisions,

30 1 6 taking decisions on all matters which will or might create significant financial or other risk to the Company or which affect material issues of principle,

30 1 7 appointing (and if necessary removing) staff,

30 1 8 ensuring compliance with the regulatory requirements to which the Company is subject because of the nature of its business,

30 1 9 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety, and

30 1 10 ensuring that appropriate advice is taken on the items listed in Article 30 1 1 to 30 1 9 and in particular on matters of legal compliance and financial viability

### **31 POWERS OF THE BOARD**

31 1 Subject to the Companies Act 2006 and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company

31 2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration

**32 BOARD MEETINGS**

- 32 1 Subject to the Articles, the Board may regulate Board Meetings as it wishes
- 32 2 Board Meetings may be called by any Director or the Secretary
- 32 3 The Secretary must give 7 days' notice of Board Meetings to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director if he is out of the United Kingdom
- 32 4 A Board Meeting which is called on shorter notice than required under Article 32 3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency
- 32 5 For the avoidance of doubt the Directors may unanimously agree that a Board Meeting be cancelled or postponed as the case may be
- 32 6 Subject to Article 32 7, questions arising at a Board Meeting are to be decided by a majority of votes on a show of hands
- 32 7 If there is an equality of votes the Chairman is entitled to a second or casting vote
- 32 8 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith

**33 QUORUM FOR BOARD MEETINGS**

- 33 1 The quorum for Board Meetings is two of the Directors for the time being
- 33 2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment
- 33 3 The Board may act despite vacancies in its number but if the number of Directors is less than two then the remaining Director may act only to admit Company Members under Articles 6 to 9
- 33 4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Director present may act only to
- 33 4 1 adjourn it to such other time and place as they decide, or
- 33 4 2 admit Company Members under Articles 6 to 9, or
- 33 4 3 call a General Meeting

**34 CHAIRMAN**

34 1 The Company must have a Chairman who is to be elected by the Board from amongst the Thera Directors appointed under Article 25 1 3 or Article 25 9 Subject to Article 34 2 the Board must decide the period during which the Chairman is to hold office and the precise point at which his term of office ends Subject to Article 34 2 the Chairman may be re-elected

34 2 The Chairman may resign from his position at any time (without necessarily resigning as a Director at the same time) A person may only serve as Chairman for a maximum of six years in total irrespective of -

34 2 1 whether or not the six years are served consecutively, and

34 2 2 at what point his period of office as Chairman began

34 3 Where there is no Chairman the first item of business at a Board Meeting must be to elect a Chairman

34 4 The Chairman may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed The Chairman must be given an opportunity to say why he should not be removed

34 5 The Chairman is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so

34 6 If the Chairman is not present within 15 minutes after the starting time of a Board Meeting or if the Chairman is unwilling or unable to chair a Board Meeting, then the Board must elect one of their number who is present to chair the Board Meeting

34 7 The functions of the Chairman are to -

34 7 1 ensure effective communication between the Company Members and the Board,

34 7 2 ensure that a clear structure is in place for the effective operation of the Board and its Committees,

34 7 3 ensure that the Board's processes operate effectively,

34 7 4 support the Managing Director and Service Quality Director to provide appropriate, accurate and timely information to the Board to enable effective decisions to be taken,

34 7 5 engage the Board in monitoring its performance on a regular basis,

34 7 6 ensure that an induction programme and ongoing training is in place for new and existing Directors,

34 7 7 lead a culture that promotes the highest standards of governance and probity,

- 34 7 8 plan and conduct Board meetings effectively,
- 34 7 9 lead the Board in monitoring and reviewing the performance of each Director,
- 34 7 10 advise and support the Managing Director and Service Quality Director in the development of strategy and its promotion to the Board,
- 34 7 11 ensure that the Board monitors progress towards agreed strategic goals,
- 34 7 12 develop and maintain a close working relationship with the Managing Director and Service Quality Director,
- 34 7 13 ensure that there is clarity about the individual accountabilities of the Managing Director and Service Quality Director as agreed by the Board,
- 34 7 14 provide support and guidance to the Managing Director and Service Quality Director to deliver strategies agreed by the Board,
- 34 7 15 ensure effective communication with the chairman of Thera Trust and chairmen of other Thera Subsidiary Companies

### **35 COMMITTEES AND WORKING PARTIES**

- 35 1 The Board may
  - 35 1 1 establish Committees consisting of those persons whom the Board decide,
  - 35 1 2 delegate to a Committee any of its powers, and
  - 35 1 3 revoke a delegation at any time
- 35 2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board
- 35 3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chairman of each Committee or Working Party
- 35 4 Each member of a Committee or Working Party (including the chairman) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party
- 35 5 The Board must determine the quorum for each Committee and Working Party it establishes

35 6 The Board must specify the financial limits within which any Committee may function A Working Party can have no authority to incur expenditure

35 7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines

### **36 OBSERVERS**

36 1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms they decide

36 2 Observers may not vote but may take part in discussions with the prior consent of the Chairman

36 3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private

36 4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered

### **37 DIRECTORS' WRITTEN RESOLUTIONS**

37 1 A written resolution approved by a majority of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting

37 2 A written resolution approved by a majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee

37 3 A resolution under Articles 37 1 or 37 2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members

## **PART F. OFFICERS**

### **38 THE SECRETARY**

38 1 A Secretary must be appointed by the Board for such a term as the Board decides

38 2 A Secretary may be removed by the Board at any time

38 3 The duties of the Secretary include advising the Board on legal compliance

### **39 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

39 1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence

39 2 Subject to the Companies Act 2006 (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 39 2, the Company may indemnify any Director against any liability incurred by him in his capacity as such

39 3 The indemnity provided to a Director in accordance with Article 33 2 may not include any indemnity against liability -

39 3 1 to the Company or a company associated with it,

39 3 2 for fines or penalties, or

39 3 3 incurred as a result of his unsuccessful defence of criminal or civil proceedings

39 4 The indemnity provided to a Director in accordance with Article 33 2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate

39 5 In respect of its auditor the Company may -

39 5 1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such, and

39 5 2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Companies Act 2006 or any other statute amending or replacing Section 1157 in which relief is granted to him by the court

## **PART G. STATUTORY AND MISCELLANEOUS**

### **40 MINUTES**

- 40 1 The Secretary must keep minutes of all General Meetings
- 40 2 The Board must arrange for minutes to be kept of all Board Meetings  
The names of the Directors present must be included in the minutes
- 40 3 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting)
- 40 4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings) Once approved they must be signed by the person chairing the meeting at which they are approved
- 40 5 The Board must keep minutes of all of the appointments made by the Board

### **41 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 41 1 The Company must comply with the Companies Act 2006 in -
  - 41 1 1 preparing and filing an annual Directors' report and annual accounts, and
  - 41 1 2 making an annual return to the Registrar of Companies.
- 41 2 The Company must comply with the Companies Act 2006 in relation to the audit or examination of accounts (to the extent that the law requires)
- 41 3 The annual Directors' report and accounts must contain -
  - 41 3 1 revenue accounts and balance sheet for the last accounting period,
  - 41 3 2 the auditor's report on those accounts, and
  - 41 3 3 the Board's report on the affairs of the Company
- 41 4 The accounting records of the Company must always be open to inspection by a Director or by an officer of the body which nominated him who has been duly authorised by that body to make such an inspection

### **42 BANK AND BUILDING SOCIETY ACCOUNTS**

- 42 1 All bank and building society accounts must be operated by the Board and must include the name of the Company

- 42 2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions

#### **43 EXECUTION OF DOCUMENTS**

- 43 1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by

43 1 1 two Directors, or

43 1 2 one Director and the Secretary

#### **44 NOTICES**

- 44 1 Notices under the Articles must be in writing except notices calling Board Meetings

- 44 2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called

- 44 3 The Company may give a notice to a Company Member, Director, Secretary or auditor either

44 3 1 personally,

44 3 2 by sending it by post in a prepaid envelope,

44 3 3 by facsimile transmission, or

44 3 4 by leaving it at his address, or

44 3 5 by e-mail

- 44 4 Notices under Article 44 3 2 to 44 3 4 may be sent

44 4 1 to an address in the United Kingdom which that person has given the Company,

44 4 2 to the last known home or business address of the person to be served, or

44 4 3 to that person's address in the Company's Register of Members.

- 44 5 Notices under Article 44 3 5 must be sent to the last e-mail address notified to the Company by the person to be served

- 44 6 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted

44 7 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report

44 8 A copy of the notification from the system used by the Company to send emails that the email has been sent to the particular person will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

44 9 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary

44 10 The Board may make standing orders to define other acceptable methods of delivering notices

#### **45 STANDING ORDERS**

45 1 Subject to Article 45 4

45 1 1 the Board may from time to time make standing orders for the proper conduct and management of the Company, and

45 1 2 the Company in General Meeting may alter, add to or repeal the standing orders

45 2 The Board must adopt such means as it thinks sufficient to bring the standing orders to the notice of Company Members

45 3 Standing orders are binding on all Company Members and Directors

45 4 No standing order may be inconsistent with or may affect or repeal anything in the Articles

#### **46 WINDING UP**

46 1 If the Company is wound up any property remaining after all its debts and liabilities have been satisfied must be transferred to Thera Trust

46 2 Subject to Article 46 1 any property remaining must be used for other purposes similar to the Objects