

COMPANIES ACT 2006



COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

MY CARE MY HOME FREE INFORMATION & ADVICE

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1. MODEL ARTICLES

The Model Articles for Private Companies Limited by Guarantee set out at schedule 2 of the Companies (Model Articles) Regulations 2008 shall not apply to the Charity.

2. OBJECTS

The Objects of the Charity are the advancement of education of the public, the relief of need amongst people requiring domiciliary or residential care, and the promotion of good health and care for older and disabled people by the provision of advice, support and information through free to access websites and publications (the 'Objects').

3. POWERS

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

- 3.1 To enter into arrangements for the creation, leasing or operation of websites.
- 3.2 To promote or carry out research.
- 3.3 To provide advice.
- 3.4 To publish or distribute information.
- 3.5 To co-operate with other bodies.
- 3.6 To support, administer or set up other charities and act as Charity trustee.
- 3.7 To raise funds (but not by means of **taxable trading**).
- 3.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 3.9 To acquire or hire property of any kind.
- 3.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**).
- 3.11 To make grants or loans of money and to give guarantees.

- 3.12 To set aside funds for special purposes or as reserves against future expenditure.
- 3.13 To undertake the following in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000:-
- (a) Deposit or invest funds;
 - (b) Employ or appoint a professional fund manager or **financial expert**; and
 - (c) Arrange for the investments or other property of the Charity to be held in the name of a **nominee company** or by a **custodian**.
- 3.14 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 3.15 To pay for **indemnity insurance** for the Trustees.
- 3.16 Subject to article 4, to employ paid or unpaid agents, staff or advisers on appropriate terms.
- 3.17 To enter into contracts to provide services to or on behalf of other bodies.
- 3.18 To establish subsidiary companies to assist or act as agents for the Charity.
- 3.19 To amalgamate or merge with or support any other organisation, company or undertaking whose objects may (in the opinion of the Trustees) advantageously be combined with the Objects.
- 3.20 To pay the costs of forming the Charity.
- 3.21 To do anything else within the law which promotes or helps to promote the Objects.

4. BENEFITS TO MEMBERS AND TRUSTEES

- 4.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but:
- (a) Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - (b) Members and Trustees may be paid interest at a reasonable rate on money lent to the Charity;
 - (c) Members and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

- (d) Members and Trustees may receive charitable benefits in the capacity of beneficiaries on the same terms as any other member of the public.
- 4.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - (a) as mentioned in article 3.18 (indemnity insurance), 4.1(b) (interest), 4.1(c) (rent), 4.1(d) (charitable benefits) or 4.3 (contractual payments);
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - (c) an indemnity 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 1 per cent shareholding;
 - (e) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 4.3 A Trustee may not be an employee of the Charity but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
 - (a) the goods or services are actually required by the Charity;
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 4.4; and
 - (c) no more than a minority of the Trustees are subject to such a contract in any **financial year**.
- 4.4 Subject to article 4.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
 - (a) declare the nature and extent of their interest at or before discussions begin on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting;
 - (d) withdraw during the vote and have no vote on the matter.
- 4.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote; or
- (b) disclose to a third party information confidential to the Charity; or
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any direct or indirect payment or material benefit (whether or not from the Charity); or
- (d) refrain from taking any step required to remove the conflict

4.6 This article 4 may not be amended without the prior written consent of the Commission.

5. LIMITED LIABILITY

The liability of Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up.

6. GUARANTEE

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

7. DISSOLUTION

7.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:-

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance.

7.2 A final report and statement of account must be sent to the Commission.

8. MEMBERSHIP

8.1 The Charity must maintain a register of Members.

8.2 Unless and until such time as the Charity adopts new Articles **Membership** of the Charity is limited to the **Subscriber**.

8.3 The Trustees may establish a category of **informal membership** and prescribe its respective privileges and duties and set the amounts of any subscriptions.

8.4 Membership is terminated if the Member concerned:

- (a) gives **written** notice of resignation to the Charity;
- (b) ceases to exist.

8.5 The first Member is the Subscriber.

8.6 Membership of the Charity is not transferable.

9. GENERAL MEETINGS

9.1 The Members will attend general meetings by an authorised representative or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.

9.2 There is a quorum at a general meeting if the sole Member is present by their authorised representative or by proxy.

9.3 The **Chairman** or (if the Chairman is either not present or is unable or unwilling to do so) the authorised representative of the sole Member presides at a general meeting.

9.4 Except where otherwise required by these articles or the **Companies Acts**, every issue is decided by a majority of the votes cast.

9.5 Every Member present through an authorised representative or by proxy has one vote on each issue.

9.6 A written resolution passed in accordance with the Companies Act 2006 is as valid as a resolution actually passed at a general meeting.

9.7 Unless the Members resolve otherwise the Charity shall not be required to hold an **AGM**. If the Member so resolves a first AGM must be held within 18 months after the Charity's incorporation.

9.8 At an AGM if one is held the Member shall:

- (a) receive the accounts of the Charity for the previous **financial year**;
- (b) receive the Trustees' report on the Charity's activities in the previous financial year;
- (c) note the retirement of those Trustees who have retired since the date of the last AGM;
- (d) note the appointment of those Trustees who have been appointed since the last AGM;
- (e) confirm the appointment of auditors for the Charity by the Trustees;
- (f) if they so wish, confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and may remove any such title; and

- (g) may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.9 A general meeting (other than an AGM) may be called at any time by the Trustees and must be called within 21 days if required to do so pursuant to section 303 of the Companies Act 2006.

10. THE TRUSTEES

10.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.

10.2 The number of Trustees shall be not less than two and not more than six individuals, all of whom shall be appointed by the Member according to its normal practice, to serve for such term as shall be agreed by the Member.

10.3 The first Trustees of the Charity are those persons who are named in the form IN01 delivered to Companies House upon incorporation of the Charity.

10.4 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.

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

- (a) is disqualified under the Charities Act from acting as a charity trustee;
- (b) ceases to be a director by virtue of any provision of the Companies Acts or is prohibited from being a director by law;
- (c) is incapable, whether mentally or physically, of managing his or her own affairs;
- (d) is absent without notice from all the meetings of the Trustees held in any one year period and is asked by a majority of the other Trustees to resign and subject to the consent of the Member who shall appoint a replacement pursuant to article 10.2;
- (e) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
- (f) is removed by resolution passed by the Member at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;

10.6 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but unless the Member consents to their appointment such a co-opted Trustee holds office only until replaced by the Member.

10.7 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.

11. PROCEEDINGS OF TRUSTEES

11.1 The Trustees must hold at least two meetings each year.

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- 11.2 A quorum at a meeting of the Trustees is two Trustees.
 - 11.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees or any combination thereof in which all participants may communicate with all the other participants.
 - 11.4 The Chairman or (if the Chairman is either not present or is unable or unwilling to do so) some other Trustee chosen by the Trustees participating presides at each meeting ('the chairman of the 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. 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 of the meeting, who in the case of an equality of votes 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.
 - 11.8 If the number of Trustees falls below two the Trustees shall be entitled:
 - (a) to co-opt additional Trustees under article 10.8; and/or
 - (b) to call a general meeting of Members; and
 - (c) to act to preserve and protect the assets of the Charity.

12. POWERS OF TRUSTEES

In addition to any other powers specified in these articles, the Trustees have the following powers in the administration of the Charity:

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- 12.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary of the Charity;
 - 12.2 to appoint (and remove) a Chairman, Treasurer and other honorary officers from among their number and to determine their respective roles and delegated responsibilities;
 - 12.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
 - 12.4 to make standing orders consistent with these articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
 - 12.5 to make rules consistent with these articles and the Companies Acts to govern their proceedings and proceedings of committees;

- 12.6 to make regulations consistent with these articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 12.7 with the agreement of the Member, to make rules and establish procedures for the retirement of Trustees and the nomination and appointment of Trustees by the Member;
- 12.8 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 12.9 to exercise any powers of the Charity which are not reserved to the Member.

13. RECORDS AND ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial and other records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:

- (a) annual returns;
- (b) annual reports;
- (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 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. A copy must also be supplied, within two months to any other person who makes a written request and pays the Charity's reasonable costs.

14. MEANS OF COMMUNICATION TO BE USED

- 14.1 Subject to these articles, anything sent or supplied by or to the Charity under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these articles.
- 14.2 A communication sent or supplied by the Charity shall be deemed to have been received by the intended recipient:

- (a) if it is sent by post, 24 hours after it was posted;
- (b) if it is hand delivered, at the time of such delivery;
- (c) if it is sent by electronic means, immediately upon its being sent; and
- (d) if it is made available on a website, when the notification of the presence of the communication on the website was received by the intended recipient or, if later, on the date on which the communication appeared on the website.

14.3 In the case of a communication sent or supplied by the Charity, the Charity may make the documents or information available on a website in accordance with the Companies Act 2006.

14.4 Subject to these articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

14.5 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

15. INDEMNITY

The Charity shall indemnify every Trustee (as a director) of the Charity against any liability incurred by him or her in that capacity to the extent permitted by the Companies Act 2006.

16. INTERPRETATION

16.1 In these articles, unless the context indicates another meaning:

'AGM'	means an annual general meeting of the Charity;
'these articles'	means the Charity's articles of association;
'authorised representative'	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;
'Chairman'	means the chairman of the Trustees from time to time;
'the Charity'	means the company governed by these articles;
'the Charities Act'	means the Charities Act 2011;
'charity trustee'	has the meaning prescribed by section 177 of the Charities Act;
'the Commission'	means the Charity Commission for England and Wales;

'the Companies Acts'	means the Companies Acts (as defined in the Companies Act 2006) insofar as they apply to the Charity;
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because such person or a connected person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) 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, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that Trustee, any firm of which that Trustee is a member or employee, and any company of which that Trustee is a director, employee or shareholder having a beneficial interest in more than 1% of the share capital;
'custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
'document'	includes, unless otherwise specified, any document sent or supplied in electronic form;
'electronic form'	has the meaning given in section 1168 of the Companies Act 2006;
'financial expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'financial year'	means the Charity's financial year;
'firm'	includes a limited liability partnership;
'indemnity insurance'	means insurance against personal liability incurred by any Trustee for an act or omission which is or 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;
'informal membership'	refers to a supporter who may be called a "member" but is not a company member of the Charity;
'material benefit'	means a benefit which may not be financial but has a monetary value;
'Member' and 'membership'	refer to company membership of the Charity;

'month'	means calendar month;
'nominee company'	means a corporate body registered or having an established place of business in England or Wales;
'Objects'	means the Objects of the Charity as defined in article 2 of these articles;
'Secretary'	means the person (if any) appointed by the Trustees as secretary of the Charity or such other person as performs the functions of secretary of the Charity;
'Subscribers'	means the subscribers to the Memorandum of Association of the Charity;
'taxable trading'	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
'Trustee'	means a director of the Charity and 'Trustees' means the directors;
'written' or 'in writing'	refers to a legible document capable of being printed on paper including a fax message;
'year'	means a calendar year.

16.2 Expressions defined in the Companies Acts have the same meaning, unless these articles specify otherwise.

16.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

P. J. Nixey

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Chairman

...6th July 2022
Date