



**The Companies Act 2006**

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

**Articles of Association**

**of**

**ANAWIM – WOMEN WORKING TOGETHER**

*Incorporated on 21 November 2014*

*Registered Company Number: 9322109*

*Registered as a charity on 22 December 2014*

*Registered charity number: 1159706*

*Amended by Special Resolution dated 21 April 2020*

**SK** | STONE KING

Bath  
Birmingham  
Cambridge  
Leeds  
London

[www.stoneking.co.uk](http://www.stoneking.co.uk)

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

**ARTICLES OF ASSOCIATION**  
**OF**  
**ANAWIM – WOMEN WORKING TOGETHER**

**1 NAME & BACKGROUND**

- 1.1 The name of the company is “Anawim – Women Working Together” (the “**Charity**”).
- 1.2 OLCGS has its origin in an international Congregation of The Sisters of Our Lady of Charity founded in the 17<sup>th</sup> Century who were concerned with the plight of women in prostitution. Thereafter, the Congregation of The Sisters of Our Lady of Charity continued working with vulnerable women to help them regain their dignity and to retake their place in society. The Anawim Venture, founded in Birmingham in 1986, was the latest expression of this mission.
- 1.3 The Society is a regional social care not-for-profit voluntary agency originating from the Roman Catholic Church’s concern for children in need and their families over a hundred years ago.
- 1.4 The Anawim Venture was started by two sisters from the English Province of the Congregation of The Sisters of Our Lady of Charity as a means of furthering their mission. With the support and collaboration of the Society they began outreach on the streets of the Balsall Heath area of Birmingham to befriend and support women involved in prostitution.
- 1.5 The charitable company governed by these Articles was established to act as the corporate successor to the Anawim Venture and received a transfer of the undertaking of the Anawim Venture and its assets, subject to any liabilities.

**2 REGISTERED OFFICE**

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

**3 OBJECTS**

- 3.1 The objects of the Charity (the “**Objects**”) are, for the public benefit, the promotion of social inclusion by preventing vulnerable women and members of their families from being socially excluded, relieving the needs of such people who are socially excluded and assisting them to integrate into society by all means that are charitable in law.
- 3.2 For the purposes of Article 3.1:
- 3.2.1 “socially excluded” means being excluded from society, or parts of society, as a result of one or more of the following factors: unemployment; financial hardship; youth or old age; ill health (physical or mental); substance abuse or dependency including alcohol and drugs; discrimination on the grounds of sex, race, disability, ethnic origin, religion, belief, creed, sexual orientation or gender re-assignment; poor educational or skills attainment; relationship and family breakdown; poor housing (that is housing that does not meet basic habitable standards); crime (either as a victim of crime or as an offender); and
- 3.2.2 “vulnerable women” means women who have been, or are at risk of being, physically, sexually, emotionally or psychologically abused or experienced homelessness, mental, physical health or substance misuse problems or involved in prostitution.

3.3 Subject to Article 17, this Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

#### 4 **POWERS**

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

- 4.1 to take over either directly or as trustee the property, rights, privileges and undertaking, and to discharge the liabilities, of the Anawim Venture and to give such indemnities in connection with the same as may properly and reasonably be required;
- 4.2 to establish or secure the establishment of properties for the delivery of services, including a centre, crèche, nursery and/or residential units, and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such properties for activities promoted by the Charity in furtherance of the Objects;
- 4.3 to provide advice or information;
- 4.4 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;
- 4.5 to carry out research and to publish and distribute the useful results;
- 4.6 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.7 to advertise in such manner as may be thought expedient;
- 4.8 to work together with other bodies to co-deliver services and to exchange information and advice with them;
- 4.9 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.10 to accept gifts and to raise funds (including by issuing debt instruments but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.11 to receive and administer bequests and donations;
- 4.12 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
  - 4.12.1 ancillary to the transaction;
  - 4.12.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
  - 4.12.3 not a purely speculative transaction;
- 4.13 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.14 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

- 4.15 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.16 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.17 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.18.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 4.18.2 timely reports of all transactions are provided to the Trustees;
  - 4.18.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.18.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.18.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.18.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 4.18.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.20 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.22 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.23 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.25 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.26 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity; and
- 4.27 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects and, for the avoidance of doubt, this shall include working with men and children provided that, at all times, such work is targeted for the benefit of vulnerable women (as defined in Article 3.2.2).

## **5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Trustees.

- 5.2 Subject to compliance with Article 5.5, Members, Trustees and Connected Persons:
- 5.2.1 may be paid interest at a reasonable rate on money lent to the Charity;
  - 5.2.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
  - 5.2.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
  - 5.2.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.3 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 5.3.1 as mentioned in Articles 4.22, 5.2 or 5.4;
  - 5.3.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 5.3.3 an indemnity pursuant to Article 15 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 5.3.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
  - 5.3.5 in exceptional cases, other payments or benefits but only with:
    - (a) the written consent of the Commission in advance where required under the Charities Act; and
    - (b) the approval or affirmation of the Members where required under the Act.
- 5.4 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.3.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act to supply goods or services to the Charity in return for a payment or other material benefit but only if:
- 5.4.1 the contract is in writing and states the maximum to be paid by the Charity;
  - 5.4.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
  - 5.4.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
  - 5.4.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
  - 5.4.5 the Trustee has complied with the procedure set out in Article 5.5.
- 5.5 Subject to Article 5.6, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.5.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
  - 5.5.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 5.5.3 not be counted in the quorum for that part of the meeting; and
  - 5.5.4 be absent during the vote and have no vote on the matter.

- 5.6 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:
- 5.6.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
  - 5.6.2 to disclose information confidential to the Charity to a third party; or
  - 5.6.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.7 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.5 and then withholds such confidential information from the Charity.
- 5.8 For any transaction or arrangement authorised under Articles 4.22, 5.2, 5.3 or 5.4 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.5 have been followed.
- 5.9 Subject to Article 17, this Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

## **6 MEMBERSHIP**

- 6.1 The Charity must maintain a register of the names and address of the Members.
- 6.2 The first Members of the Charity shall be the subscribers to the Memorandum.
- 6.3 Subsequent Members of the Charity shall be those individuals who are appointed as Trustees from time to time in accordance with Article 9.2.
- 6.4 Membership is terminated automatically if the Member concerned ceases to be a Trustee.
- 6.5 Membership of the Charity is not transferable.

## **7 LIABILITY OF MEMBERS AND GUARANTEE**

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

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

## **8 GENERAL MEETINGS OF MEMBERS**

### **8.1 Attendance**

All Members are entitled to attend general meetings.

## 8.2 Notice

- 8.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.
- 8.2.2 Subject to Article 8.2.3, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying:
- (a) the time, date and place of the meeting;
  - (b) the general nature of the business to be transacted;
  - (c) the terms of any proposed special resolution; and
  - (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 8.8.
- 8.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.
- 8.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.
- 8.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

## 8.3 Quorum

- 8.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if
- (a) the number of Members present in person or by proxy is at least four or fifty percent of the total Membership, whichever is the greater; and
  - (b) at least one of those Members present is a Society Trustee and at least one of those Members present is an OLCGS Trustee.
- 8.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

## 8.4 Chairperson of the Meeting

The Chairperson or if the Chairperson is unable or unwilling to do so the Vice-Chair (if any) presides at a general meeting. If neither the Chairperson or the Vice-Chair (if any) is able or willing to preside at a general meeting then some other Trustee elected by the board of Trustees shall preside at a general meeting.

## 8.5 Adjournment

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

## 8.6 Voting General

- 8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.
- 8.6.2 On a poll or a show of hands, votes may be given either personally or by proxy in accordance with the provisions of Article 8.8.
- 8.6.3 On a show of hands or a poll every Member who is present in person or by proxy shall have one vote, unless the proxy is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.
- 8.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 8.6.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

## 8.7 Poll Voting

- 8.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the Chairperson; or
  - (b) by at least five Members having the right to vote at the meeting; or
  - (c) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;
- and a demand by a person as proxy for a Member, shall be the same as a demand by the Member.
- 8.7.2 Unless a poll is duly demanded a declaration by the Chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 8.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 8.7.4 A poll shall be taken as the Chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the

result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 8.7.5 A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 8.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

## 8.8 Proxy Voting

- 8.8.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall without limitation:
- (a) state the name and address of the Member appointing the proxy;
  - (b) identify the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - (c) be executed by or on behalf of the Member appointing the proxy; and
  - (d) be delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.
- 8.8.2 The appointment of 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) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) 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 an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
    - (i) in the notice convening the meeting, or
    - (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
    - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson, the Secretary or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

- 8.8.3 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote to which it relates 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.
- 8.8.4 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 effective in accordance with Article 8.8.3.

## 8.9 Written Resolutions

Subject to the provisions of the Act:

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

## 8.10 AGMs

The Charity will not hold AGMs.

## 8.11 EGMs

Any general meeting of the Members will be an EGM.

## 9 **THE TRUSTEES**

9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

### 9.2 Appointment of Trustees:

9.2.1 The first Trustees shall be the subscribers to the Memorandum, of which:

- (a) Mr Timothy Bradford and Mr Andrew Quinn shall be deemed to be Society Trustees;
- (b) Sister Matilda Collier (known in religion as Sister Josephine Collier) and Sister Jane Coyne (known in religion as Sister Jenny Coyne) shall be deemed to be OLCGS Trustees; and
- (c) Mrs Ruth Drapkin and Mrs Susan Hanley shall be deemed to be Appointed Trustees.

### 9.2.2 Society Trustees:

- (a) The Society may at any time appoint up to three individuals to act as the Society Trustees.
- (b) Any appointment must be made at a meeting held according to the ordinary practice of the Society.
- (c) The person appointed need not be a member of the Society.
- (d) The appointment will be effective from the later of:
  - (i) The date of a vacancy for a Society Trustee; and
  - (ii) The date on which the Trustees are informed by the Society of the appointment.
- (e) A Trustee appointed by the Society has the same duty as the other Trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the Charity.

### 9.2.3 OLCGS Trustees:

- (a) OLCGS may at any time appoint up to three individuals to act as the OLCGS Trustees.
- (b) Any appointment must be made at a meeting held according to the ordinary practice of OLCGS.
- (c) The person appointed need not be a Sister or a member or trustee of OLCGS.
- (d) The appointment will be effective from the later of:
  - (i) The date of a vacancy for an OLCGS Trustee; and
  - (ii) The date on which the Trustees are informed by OLCGS of the appointment.

- (e) A Trustee appointed by OLCGS has the same duty as the other Trustees to act in the way he or she decides in good faith would be most likely to further the purposes of the Charity.

9.2.4 Appointed and Co-Opted Trustees:

- (a) Trustees, other than Society Trustees and OLCGS Trustees, shall be appointed by a resolution of the Trustees either at a Trustee meeting or at any time by means of a written resolution in accordance with Article 10.8 (the “**Appointed Trustees**”). Appointed Trustees shall be appointed for a fixed term of 3 years following which, if they express a willingness to be reappointed, they shall be eligible to be reappointed.
- (b) The Trustees may at any time co-opt for a fixed term (not exceeding 12 months) up to two persons duly qualified to be appointed as a Trustee as additional Trustees (“**Co-Opted Trustee**”) and a Co-Opted Trustee:
  - (i) holds office only until the expiry of the fixed term of their appointment; and
  - (ii) is not to be counted for the purposes of Articles 9.2.5(a), 9.2.5(b) or 9.2.5(c).
- (c) In selecting individuals for appointment as Appointed Trustees and Co-Opted Trustees, the Trustees must have regard to the skills, knowledge and experience needed by the Charity.

9.2.5 At all times, there should be:

- (a) no more than three Society Trustees;
- (b) no more than three OLCGS Trustees;
- (c) no more than eight Appointed Trustees;
- (d) no more than two Co-Opted Trustees and
- (e) a majority of Trustees shall, at all times, be women.

9.2.6 The minimum number of Trustees shall be five. If the number of Trustees falls below this minimum, the remaining Trustees may act only to call a meeting of the Trustees to appoint a new Trustee.

9.2.7 No one may be appointed as a Trustee (including for the avoidance of doubt a Society Trustee or an OLCGS Trustee) if:

- (a) he or she would be disqualified from acting under the provisions of Article 9.4; and/or
- (b) the appointment, save for the appointment of a Co-Opted Trustee, would exceed the provisions of Article 9.2.5.

9.3 Every Trustee must before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees:

9.3.1 sign a declaration of willingness in such form as the Trustees shall provide:

- (a) to act as a Charity Trustee of the Charity
- (b) to become a Member; and
- (c) to further the Objects and support the ethos of the Charity as set out in the Statement of Values;

- 9.3.2 provide the Charity with the particulars required to be filed by the Charity at Companies House in respect of the Trustee's appointment.
- 9.4 A Trustee's term of office automatically terminates if:
- 9.4.1 in the case of a Society Trustee, the Society notifies the Charity in writing that the appointment is terminated;
  - 9.4.2 in the case of an OLCGS Trustee, OLCGS notifies the Charity in writing that the appointment is terminated;
  - 9.4.3 he or she dies;
  - 9.4.4 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
  - 9.4.5 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
  - 9.4.6 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
  - 9.4.7 he or she resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
  - 9.4.8 in the case of a Trustee, other than a Foundation Trustee, he or she is removed by resolution passed by the Members present and voting 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; or
  - 9.4.9 he or she is removed for breaching the Statement of Values by a unanimous decision of the Foundation Partners supported by a resolution passed by a majority of the other Trustees provided that before passing such a resolution the other Trustees shall first invite the views of the Foundation Partners and the Trustee concerned and consider the matter in light of such views.
- 9.5 A Society Trustee who is removed from office under Article 9.4.1 or an OLCGS Trustee removed from office under Article 9.4.2 shall be eligible to be appointed by the Trustees as an Appointed Trustee under Article 9.2.4(a).
- 9.6 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.7 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.
- 10 **PROCEEDINGS OF TRUSTEES**
- 10.1 The Trustees must hold at least four meetings each year.
- 10.2 At each First Trustee Meeting the Trustees:
- 10.2.1 shall appoint one of the Trustees to serve as the Chairperson for the following year; and
  - 10.2.2 may appoint one of the Trustees to serve as the Vice-Chair for the following year.
- 10.3 The Chairperson may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 10.4 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.

- 10.5 A quorum at a meeting of the Trustees is four or fifty percent of the total number of Trustees whichever is the greater, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.6, provided that the Trustees forming the quorum must include one Society Trustee and one OLCGS Trustee.
- 10.6 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously but at least one meeting in each year must be held in person.
- 10.7 The Chairperson or if the Chairperson is unable or unwilling to do so the Vice-Chair (if any) presides at each meeting. If neither the Chairperson or the Vice-Chair (if any) is able or willing to preside at a meeting then some other Trustee chosen by the Trustees present shall preside at the meeting.
- 10.8 Subject to Article 10.9 every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing or in electronic form agreed by a simple majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.6) is as valid as a resolution passed at a meeting provided that:
- 10.8.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
- 10.8.2 a simple majority of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of twenty eight days beginning with the Circulation Date.
- For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 10.9 Except for the Chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.10 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 10.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 11 POWERS OF TRUSTEES

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

- 11.1 to appoint (and remove) a Secretary, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 11.2 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 11.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
- 11.3.1 impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;

- (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;

11.3.2 revoke or alter a delegation;

11.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

11.5 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:

11.5.1 the conduct of the Charity's employees and volunteers in relation to one another;

11.5.2 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

11.5.3 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;

11.5.4 generally, all such matters as are commonly the subject matter of company rules; provided that:

11.5.5 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;

11.5.6 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;

and

11.5.7 the rules or bye laws shall be binding on all Members;

11.6 to establish procedures to assist the resolution of disputes within the Charity; and

11.7 to exercise any powers of the Charity which are not reserved to the Members.

## 12 **RECORDS & ACCOUNTS**

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

12.1.1 annual reports;

12.1.2 annual returns; and

12.1.3 annual statements of account.

12.2 The Trustees must keep records of:

12.2.1 all proceedings at general meetings;

12.2.2 all proceedings at meetings of the Trustees;

12.2.3 all reports of committees; and

12.2.4 all professional advice obtained.

12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

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

**13 MEANS OF COMMUNICATION TO BE USED**

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

- 13.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 13.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 13.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 13.4 The Charity may deliver a Document to a Member:
- 13.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
  - 13.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
  - 13.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
  - 13.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
  - 13.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
  - 13.4.6 by advertisement in at least two national newspapers.
- This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.
- 13.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 13.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 13.6.1 forty eight hours after it was posted, if first class post was used; or
  - 13.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 13.6.3 properly addressed; and
  - 13.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 13.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.
- 13.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty eight hours after it was sent.

- 13.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 13.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.
- 13.11 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.
- 13.12 A Member present in person or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 13.13 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

#### **14 EXCLUSION OF MODEL ARTICLES**

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

#### **15 INDEMNITY**

- 15.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 15.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity.
- 15.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
  - 15.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

#### **16 DISSOLUTION**

- 16.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities shall, unless the Society and OLCGS agree otherwise, be divided equally between the Society and OLCGS for their general charitable purposes provided that if either has ceased to exist or ceased to be a charity, their share shall be applied in one or more of the following ways as the Trustees may decide:
- 16.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
  - 16.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
  - 16.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 16.2 A final report and statement of account must be sent to the Commission.

16.3 Subject to Article 17, this Article may not be amended without the prior written consent of the Commission.

## 17 **AMENDMENT OF THE ARTICLES, STATEMENT OF VALUES AND NAME**

17.1 Any amendment to the Articles, the Statement of Values or the name of the Charity requires the prior consent in writing of both the Society and OLCGS.

17.2 No amendment to the Articles that is inconsistent with the provisions of the Act or the Charities Act shall be valid.

## 18 **INTERPRETATION**

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

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

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

18.4 In these Articles:

<b>“Act”</b>	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;
<b>“address”</b>	Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;
<b>“AGM”</b>	means an annual general meeting of the Charity;
<b>“Anawim Venture”</b>	means the collaborative project known as “Anawim – Women Working Together” run jointly by the Society and the English Province of Our Lady of Charity in the Balsall area of Birmingham from the Balsall Health Centre, 228 Mary Street, Balsall Heath, Birmingham B12 9RJ;
<b>“Appointed Trustees”</b>	means an individual appointed as a Trustee under Article 9.2.4(a);
<b>“these Articles”</b>	means these articles of association;
<b>“Chairperson”</b>	means the Trustee appointed by the Trustees to act as Chairperson under Article 10.2 or, in their absence or unwillingness to act, the Vice-Chair (if any) or in the absence or unwillingness to act of the Vice-Chair(if any) any Trustee appointed under either Article 8.4 or Article 10.7;
<b>“the Charities Act”</b>	means the Charities Act 2011
<b>“Charity Trustee”</b>	has the meaning prescribed by section 177 of the Charities Act;
<b>“Circulation Date”</b>	has the meaning prescribed by section 290 of the Act;

<b>“Clear Day”</b>	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>“the Commission”</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>“Conflicted Trustee”</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the individual 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;
<b>“Connected Person”</b>	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
<b>“Co-Opted Trustee”</b>	means an individual appointed as a Trustee under Article 9.2.4(b);
<b>“document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>“EGM”</b>	means an extraordinary general meeting of the Charity;
<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively prescribed to them in the Act;
<b>“Eligible Member”</b>	has the meaning prescribed by the Act;
<b>“executed”</b>	includes any mode of execution;
<b>“Financial Expert”</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>“firm”</b>	includes Limited Liability Partnership;
<b>“First Trustee Meeting”</b>	means the first Trustee meeting to be held in each financial year of the Charity;
<b>“Foundation Partners”</b>	means OLCGS and the Society;
<b>“Foundation Trustees”</b>	means all or any of the Society Trustees and the OLCGS Trustees;
<b>“Hard Copy Form”</b>	has the meaning prescribed by the Act;
<b>“indemnity insurance”</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission

	amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>“material benefit”</b>	means a benefit, direct or indirect, which may not be financial but has monetary value
<b>“Member” and “Membership”</b>	refer to company membership of the Charity;
<b>“Memorandum”</b>	means the Charity's memorandum of association;
<b>“month”</b>	means calendar month;
<b>“Objects”</b>	“Objects” means the Objects of the Charity as defined in Article 3;
<b>“OLCGS”</b>	means The English Province of the Congregation of Our Lady of Charity of the Good Shepherd CIO (registered charity number 1163502), whose principal office is at The Brentano Suite, 915 High Road, London N12 8QJ and any subsequent charity which has been formed to receive the assets of OLCGS which is notified to the Charity in writing by the OLCGS as being its' successor;
<b>“OLCGS Trustee”</b>	means an individual appointed as a Trustee by OLCGS under Article 9.2.3;
<b>“Roman Catholic”</b>	means in communion with the See of Rome;
<b>“Sisters”</b>	means the English Province of the Congregation of Our Lady of Charity of the Good Shepherd, an international Roman Catholic religious congregation and Sister means a member of the Congregation;
<b>“Secretary”</b>	means any person appointed to perform the duties of the company secretary of the Charity;
<b>“Society”</b>	means Father Hudson's Society, a company limited by guarantee (registered company number 01653388) and a charity (registered charity number 512992) whose registered office is at Head Office, Coventry Road, Coleshill, Birmingham, West Midlands B46 3ED;
<b>“Society Trustee”</b>	means an individual appointed as a Trustee by the Society under Article 9.2.2;
<b>“Statement of Values”</b>	means such statement of the ethos of the Charity to be followed by the Trustees as shall be agreed by the Trustees from time to time, subject to the approval of the Society and OLCGS and, in accordance with Article 17.1 any amendments to the statement shall require the prior consent in writing of both the Society and OLCGS;

<b>“Taxable Trading”</b>	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
<b>“Trustee”</b>	includes Appointed Trustees, Co-Opted Trustees, Society Trustees and OLCGS Trustees and means a director of the Charity and “Trustees” means the directors;
<b>“Vice-Chair”</b>	means the Trustee appointed by the Trustees to act as Vice-Chair under Article 10.2.1;
<b>“written” or “in writing”</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
<b>“year”</b>	means calendar year.