

The Companies Acts 2006

Company Limited by Guarantee and not having a Share Capital

**Articles of Association of
Southwark Diocesan Welcare**

(as adopted by a special resolution passed on 23 September 2015)

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INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are:

- 2.1 The relief of poverty and distress and the promotion of any charitable purpose for the benefit of families and children and pregnant women.
- 2.2 The promotion of the social mission of the Christian church.
- 2.3 The advancement of education for the public benefit.

3. Powers

3.1 To further its objects the Charity may:

- 3.1.1 provide and assist in the provision of money, materials or other help;
- 3.1.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 3.1.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.5 provide or procure the provision of counselling and guidance;
- 3.1.6 provide or procure the provision of advice;
- 3.1.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 to buy, take on lease or in exchange, hire or otherwise acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.10 to sell, lease or otherwise dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.1.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
- 3.1.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.17 accept (or disclaim) gifts of money and any other property;
- 3.1.18 raise funds by way of subscription, donation or otherwise;
- 3.1.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.20 incorporate subsidiary companies to carry on any trade;

- 3.1.21 subject to Article 4:
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
 - 3.1.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
 - 3.1.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
 - 3.1.24 undertake and execute charitable trusts;
 - 3.1.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
 - 3.1.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
 - 3.1.27 pay out of the funds of the Charity the costs of forming and registering the Charity, both as a company and as a charity;
 - 3.1.28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
 - 3.1.29 provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in Article 3.2 below, but subject to the restrictions specified in Article 3.3 below; and
 - 3.1.30 do all such other lawful things as may further the Charity's objects.
- 3.2 The liabilities referred to in Article 3.1.29 are:
- 3.2.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity; and
 - 3.2.2 the liability to make a contribution to the Charity's assets as specified in s.214 of the Insolvency Act 1986 (wrongful trading).
- 3.3 The restrictions referred to in Article 3.1.29 are:

- 3.3.1 the following liabilities are excluded from Article 3.2.1:
- (a) fines;
 - (b) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - (c) liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.
- 3.3.2 there is excluded from Article 3.2.2 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

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

Permitted benefits to Trustees and Connected Persons

- 4.2 Unless the payment is permitted by Article 4.3 no Trustee or connected person may:
- 4.2.1 sell goods, services or any interest in land to the Charity;
 - 4.2.2 be employed by, or receive any remuneration from, the Charity; or
 - 4.2.3 receive any other financial benefit from the Charity.
- 4.3 A Trustee may receive the following benefits from the Charity:
- 4.3.1 a Trustee or Connected Person may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
 - 4.3.2 a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
 - 4.3.3 a Trustee or Connected Person may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Charity) provided that:
 - (a) if such person is a Trustee the procedure described in Article 21.4 (Conflicts of Interest) must be followed in considering the

appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;

- (b) if such person is a Connected Person the procedure described in Article 21.4 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
- (c) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);

4.3.4 a Trustee or Connected Person may receive interest at a reasonable and proper rate on money lent to the Charity;

4.3.5 a Trustee or Connected Person may receive reasonable and proper rent for premises let to the Charity;

4.3.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.29;

4.3.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6; and

4.3.8 a Trustee or Connected Person may receive or retain any payments authorised in Writing by the Charity Commission.

4.4 For any transaction authorised by Article 4.3, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 4.3 have been complied with.

LIMITATION OF LIABILITY, INDEMNITY AND WINDING UP

5. Liability of members

5.1 The liability of each member 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 while he or she is a member or within one year after he or she ceases to be a member, for:

5.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member;

5.1.2 payment of the costs, charges and expenses of winding up; and

5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in

relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

7. **Winding up**

If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

8. **Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

9. **Chair**

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office. Any such appointment must be approved by the Anglican Bishop of Southwark.

10. **Trustees may delegate**

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 If the Trustees so specify, any such delegation may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated.

- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

11. **Committees**

- 11.1 In the case of delegation to committees:
- 11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

12. **Delegation of day to day management powers**

- 12.1 In the case of delegation of the day to day management of the Charity to a chief executive or other managers:
- 12.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
 - 12.1.2 the Trustees shall ensure any senior manager is provided with a description of his or her role and the extent of his or her authority; and
 - 12.1.3 any senior manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

13. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 every transaction is reported promptly to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed at least once a year;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all the Trustees agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
 - 15.4.1 the place, day and time of the meeting;
 - 15.4.2 the general nature of the business to be considered at such meeting; and
 - 15.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

15.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

16. Participation in Trustees' meetings

16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

16.1.1 the meeting has been called and takes place in accordance with the Articles; and

16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

17. Quorum for Trustees' meetings

17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is three.

17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

18. Chairing of Trustees' meetings

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

19. Decision-making at meetings

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

19.2 But this does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. Decisions without a meeting

20.1 The Trustees may take a decision without a Trustees' meeting in accordance with

this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by a majority of the Trustees or to which a majority of the Trustees has otherwise indicated agreement in Writing.

20.2 A decision which is made in accordance with Article 20.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

20.2.1 approval from a majority of the Trustees must be received by one person being either such person as the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;

20.2.2 following receipt of responses from the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 20.2;

20.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

20.2.4 the Recipient must prepare a minute of the decision in accordance with Article 53.1.

21. **Conflicts of interest**

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

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

21.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 20:

21.3.1 if the Conflict of Interest relates to a benefit permitted under Article 4.3.3 then the Trustee must comply with Article 21.4;

21.3.2 for all other Conflicts of Interest, either the Trustee must comply with Article 21.4 or authorisation must be given by the unconflicted Trustees under Article 22.1.

21.4 If a Trustee with a Conflict of Interest is required to comply with Article 21.4 he or she must:

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

- 21.4.2 not be counted in the quorum for that part of the meeting; and
 - 21.4.3 withdraw during the vote and have no vote on the matter.
- 21.5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

22. Trustees' power to authorise a conflict of interest

- 22.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided:
- 22.1.1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4.3.3;
 - 22.1.2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 21.4;
 - 22.1.3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - 22.1.4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and
 - 22.1.5 nothing in this Article 22.1 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4.
- 22.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 22.1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 22.3 A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 22.1 (subject to any limits or conditions to which such approval was subject).

23. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept. 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.

24. Validity of Trustee actions

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

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be at least three and no more than fifteen Trustees of whom:

- 25.1 up to two may be appointed by the Anglican Bishop of Southwark in accordance with Article 26; and
- 25.2 further Trustees shall be appointed by the Trustees in accordance with Article 27 providing the total number of Trustees shall not exceed fifteen.

26. Appointment of Trustees by the Anglican Bishop of Southwark

- 26.1 The Anglican Bishop of Southwark shall have the right to nominate up to two persons as Trustees, and also (as per Article 9) to approve the appointment of the Chairman from among the elected Trustees.
- 26.2 If the Anglican Bishop of Southwark withdraws one of his nominees, for whatever reason, such nominee shall cease to be a Trustee.

27. Appointment of Trustees by the Trustees

- 27.1 By resolution either written or at a Trustee meeting, the Trustees may appoint any person who is willing to act as a Trustee, either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed fifteen.

28. Trustees' terms of office

- 28.1 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.
- 28.2 Each Trustee shall serve for a term of three years. At the end of their term he or she may be re-appointed for a further consecutive term of three years. A Trustee may serve a third term in exceptional circumstances and subject to the agreement of the Board. No Trustee may serve more than nine consecutive years without a period of at least 12 months out of office.

29. Termination of Trustee's appointment

A person ceases to be a Trustee as soon as:

- 29.1 that person ceases to be a member;
- 29.2 that person ceases to be a director by virtue of any provision of the Companies Act

- 2006, or is prohibited from being a director by law;
- 29.3 that person is disqualified under the Charities Act 2011 from acting as a trustee of a charity, or becomes barred from being a Trustee because of any order made under the Companies Act, the Company Directors Disqualification Act 1986 (or any regulations made under it);
- 29.4 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 29.5 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 29.6 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 29.7 notification is received by the Charity from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 29.8 the Trustee fails to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;
- 29.9 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Trustee being removed, being heard by or of making written representations to the Trustees;

PATRONS

30. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available.

PRESIDENT

31. President

The President of the Charity shall be the Anglican Bishop of Southwark, by virtue of his office as Bishop.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

32. Becoming a member

32.1 The members of the Charity shall be the Trustees of the Charity for the time being.

32.2 No person may become a member of the Charity unless:

32.2.1 that person has also become a Trustee of the Charity; and

32.2.2 that person accepts the value base of the Charity,

32.2.3 A Trustee shall cease to be a member when they cease to be a Trustee.

33. Associates

The Trustees may establish such Friends, Supporters and Associate Schemes with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove members of such schemes in accordance with such regulations as the Trustees shall make. For the avoidance of doubt members of such schemes shall not be members for the purpose of the Companies Act.

ORGANISATION OF GENERAL MEETINGS

34. General meetings

34.1 The Trustees may call a general meeting at any time. A general meeting shall be held at such time and place as the Trustees think fit.

35. Length of notice

All general meetings must be called by either:

35.1 at least 14 Clear Days' notice; or

35.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

36. Contents of notice

36.1 Every notice calling a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted.

36.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

36.3 In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his or her right to appoint another person as his or her proxy at a general meeting.

37. Service of notice

Notice of general meetings must be given to every member Trustee, to any patron(s) and to the auditors of the Charity.

38. Attendance and speaking at general meetings

38.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

38.2 A person is able to exercise the right to vote at a general meeting when:

38.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

38.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

38.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

38.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

38.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

38.6 The Trustees may determine whether associate members are allowed to vote on any matter which is not an ordinary resolution or special resolution of the Charity.

39. Quorum for general meetings

39.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

39.2 The quorum shall be:

39.2.1 50% of the current number of Trustees. Members who are unable to attend personally may be represented by proxy or duly authorised representative;

39.3 If a quorum is not present within half an hour from the time appointed for the meeting, 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, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

40. Chairing general meetings

40.1 The Chair (if any) or in his or her absence some other Trustee nominated by the

Trustees shall preside as chair of every general meeting.

40.2 If neither the Chair nor any Trustee nominated in accordance with Article 40.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

40.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the meeting shall be adjourned in accordance with Article 41.

41. **Adjournment**

41.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

41.1.1 the meeting consents to an adjournment; or

41.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

41.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

41.3 When adjourning a general meeting, the chair of the meeting must:

41.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and

41.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

41.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 Clear Days' notice of it:

41.4.1 to the same persons to whom notice of the Charity's general meetings is required to be given; and

41.4.2 containing the same information which such notice is required to contain.

41.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

42. **Voting: general**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

43. Votes

- 43.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member, a proxy or a duly authorised representative of a member) and entitled to vote shall have one vote.
- 43.2 On a vote on a resolution on a poll at a meeting every member present (whether in person, by proxy or via their duly authorised representative) and entitled to vote shall have one vote.
- 43.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 43.4 No one shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Charity have been paid.

44. Errors and disputes

- 44.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 44.2 Any such objection must be referred to the chair of the meeting whose decision is final.

45. Poll votes

- 45.1 A poll on a resolution may be demanded:
 - 45.1.1 in advance of the general meeting where it is to be put to the vote; or
 - 45.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 45.2 A poll may be demanded by:
 - 45.2.1 the chair of the meeting;
 - 45.2.2 the Trustees;
 - 45.2.3 two or more persons having the right to vote on the resolution;
 - 45.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or
 - 45.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 45.3 A demand for a poll may be withdrawn if:
 - 45.3.1 the poll has not yet been taken; and

45.3.2 the chair of the meeting consents to the withdrawal.

45.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

46. Content of Proxy Notices

46.1 Proxies must be appointed by a notice in Writing (a “Proxy Notice”).

46.2 A Proxy Notice shall be in the following form (or in any other form which the Trustees may approve):

“Southwark Diocesan Welcare

Name of member appointing the proxy: Address:

I hereby appoint [name of proxy] of [address of proxy], or failing him/her the Chairman of the meeting, as my proxy to vote in my name and on my behalf at the meeting of the Charity to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution 1	*for	*against	*abstain	*as the proxy thinks fit
Resolution 2	*for	*against	*abstain	*as the proxy thinks fit
All other resolutions properly put to the meeting	*for	*against	*abstain	*as the proxy thinks fit

* Strike out whichever is not desired.

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

Signed:

.....

... Dated:

46.3 Proxy Notices must be signed by or on behalf of the member appointing the proxy, or authenticated in such manner as the Trustees may determine.

46.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

46.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;

and

46.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

47. **Delivery of Proxy Notices**

47.1 A Proxy Notice and any evidence of the authority under which it is executed may:

47.1.1 be deposited at the registered office of the Charity 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 provided it is received at such place at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote; or

47.1.2 where an Address for the purpose of sending or receiving Documents or information by Electronic Means has been specified:

- (a) in the notice calling the meeting; or
- (b) in any instrument of proxy sent out by the Charity in relation to the meeting; or
- (c) in any invitation to appoint a proxy issued by the Charity in relation to the meeting;

be sent by Electronic Means to that Address provided it is received at such Address at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and a Proxy Notice which is not deposited, sent or received in a manner so permitted shall be invalid.

47.2 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the appointor's behalf.

47.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

47.4 An appointment under a Proxy Notice may be revoked by delivering to the Charity a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

47.5 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

48. Amendments to resolutions

- 48.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 48.1.1 notice of the proposed amendment is given to the Charity in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
 - 48.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 48.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 48.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 48.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 48.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

49. Written resolutions

- 49.1 Subject to Article 49.3, a written resolution of the Charity passed in accordance with this Article 49 shall have effect as if passed by the Charity in general meeting:
- 49.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
 - 49.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 49.2 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 49.3 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 49.4 A copy of the written resolution must be sent to every eligible member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's

auditors in accordance with the Companies Acts.

49.5 A member signifies their agreement to a proposed written resolution when the Charity receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document identifying the resolution to which it relates and indicating his, her or its agreement to the resolution.

49.5.1 If the Document is sent to the Charity in Hard Copy Form, it is authenticated if it bears the member's signature.

49.5.2 If the Document is sent to the Charity by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner specified by the Trustees or if it is accompanied by a statement of the identity of the member and the Charity has no reason to doubt the truth of that statement or if it is from an email Address specified by the member to the Charity for the purposes of receiving Documents or information by Electronic Means.

49.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

49.7 A proposed written resolution lapses if it is not passed within 72 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

50. Communications

50.1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in Hard Copy Form, in Electronic Form or (in the case of communications by the Charity) by making it available on a website, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if:

50.1.1 the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner; or

50.1.2 if the recipient is deemed to have so agreed in accordance with the Companies Acts;

and has not revoked that agreement.

50.2 Subject to the 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.

50.3 Any Document or information (including any notice) sent to a member, Friend, Supporter or Associate by the Charity under the Articles may be sent to that person's postal address as shown in the Charity's database or (in the case of Documents or information sent by Electronic Means) to an Address specified for the purpose by that person, provided that:

- 50.3.1 a person whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her, or an Address to which notices may be sent by Electronic Means, shall be entitled to have notices given to him or her at that Address, but otherwise no such person shall be entitled to receive any notice from the Charity; and
- 50.3.2 the Charity is not required to send notice of a general meeting or a copy of its annual report and accounts to any person for whom it no longer has a valid Address.
- 50.4 Any Document to be sent or supplied to the Charity under the Articles may only be sent or supplied:
- 50.4.1 in the case of Documents in Hard Copy Form, by sending or delivering them to the Charity's registered office or to such other address as may be specified by the Charity; or
- 50.4.2 in the case of Documents in Electronic Form, by sending them by Electronic Means to an Address notified for that purpose.
- 50.5 Any member present in person or represented by duly authorised representative or proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 50.6 Where any Document or information is sent or supplied under the Articles:
- 50.6.1 Where the Document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 50.6.2 Where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
- 50.6.3 Where the Document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
- (a) the material is first made available on the website; or
- (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 50.7 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.
- 50.8 Where any Document or information has been sent or supplied by the Charity by

Electronic Means and the Charity receives notice that the message is undeliverable:

- 50.8.1 if the Document or information is notice of a general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to a postal address shown in the Charity's database, but may in its discretion choose to do so; and
- 50.8.2 in all other cases, the Charity will send a Hard Copy of the Document or information to the last known postal address for that person.
- 50.8.3 The date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

51. **Secretary**

- 51.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.

If there is no Secretary:

- 51.1.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 51.1.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

52. **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

53. **Minutes**

- 53.1 The Trustees must cause minutes to be made in books kept for the purpose:
 - 53.1.1 of all appointments of officers made by the Trustees;
 - 53.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
 - 53.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of

committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

53.2 Minutes made pursuant to Articles 53.1.2 and 53.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision.

54. Records and accounts

54.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

55.1.1 annual reports;

55.1.2 annual returns; and

55.1.3 annual statements of account.

54.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or Documents.

55. Regulations

The Trustees may, from time to time, make, repeal or alter regulations as to the management of the Charity and its affairs, the duties of any officers or employees of the Charity, the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law.

56. Provision for employees on cessation of business

The Trustees may decide to make provision for the benefit of persons employed or formerly employed by the Charity or any of its subsidiaries (other than a Trustee or former Trustee or shadow Trustee) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Charity or that subsidiary.

57. Exclusion of model articles

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

SCHEDULE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
58.1	“Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
58.2	“Articles”	the Charity’s articles of association;
58.3	“Chair”	has the meaning given in Article 9;
58.4	“Charity”	Southwark Diocesan Welcare;
58.5	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
58.6	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
58.7	“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
58.8	“Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
58.9	“Connected Person”	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person living with a Trustee as his or her partner; or (d) any company, partnership or firm of

which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

where payment to that person might result in the Trustee obtaining benefit;

- 58.10 **“Document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 58.11 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 58.12 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 58.13 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 58.14 **“Proxy Notice”** has the meaning given in Article 46;
- 58.15 **“Secretary”** the secretary of the Charity (if any);
- 58.16 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 58.17 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 58.18 **“Writing”** 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 in Electronic Form or otherwise.
59. Subject to clause 60 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
60. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Charity.