

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

ST RAPHAEL'S HOSPICE

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Sister Veronica Hagen	Sister Veronica Hagen
Mrs Marian Anne Norman	Mrs Marian Anne Norman
Mr Norman Arthur McWhinney	Mr Norman Arthur McWhinney

Dated 18/12/2018

DATED

18 December 2018

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

ST RAPHAEL'S HOSPICE

Incorporated on 18 December 2018

FARRER & Co

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THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

ST RAPHAEL'S HOSPICE

1. NAME AND REGISTERED OFFICE

- 1.1 The name of the **Charity** is St Raphael's Hospice.
- 1.2 The registered office of the **Charity** is to be in England and Wales.

2. INTERPRETATION

- 2.1 The interpretation provision in **Article** 21 shall apply.
- 2.2 Any word or expression printed in bold type in the **Articles** is defined in **Article** 21.

3. OBJECT

The **Object** of the **Charity** is the relief of illness and suffering in accordance with the teaching, rites and practices of the **Catholic** Church:

- 3.1 by the provision of palliative care, treatment or relief of people of all ages with active, progressive and advanced illness on the basis of need and regardless of their religious, cultural or ethnic background;
- 3.2 by the provision of care and support to those who have experienced loss and bereavement, in particular families, friends and carers;
- 3.3 by conducting, promoting or commissioning research into the care, treatment and relief of people suffering from active, progressive and advanced illness and by providing for the dissemination of the results of such research; and
- 3.4 by the provision of education and training for professionals and volunteers engaged in palliative care;

and (save for purposes incidental and ancillary to the **Object**) no other purposes.

4. POWERS

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

- 4.1 to provide accommodation, care, treatment and relief for beneficiaries of the **Charity** (including people of all ages with active, progressive and advanced illness and their families, friends and carers);
- 4.2 to promote or carry out research;
- 4.3 to provide advice;
- 4.4 to organise meetings, lectures, conferences, broadcasts or courses of instruction and to provide education or training through any other means;
- 4.5 to publish or distribute information;
- 4.6 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.7 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.8 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.9 to raise funds (but not by means of **Taxable Trading**);
- 4.10 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**);
- 4.12 to acquire real property and to construct, maintain and alter buildings on such property;
- 4.13 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**);
- 4.14 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.15 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the operation of the **Charity**;
- 4.17 to make grants or loans of money and to give guarantees;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure;
- 4.19 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.20 to deposit or invest funds as far as practicable in any manner consistent with the teachings of the **Catholic** Church (but only after obtaining advice from a **Financial**

Expert, unless the **Trustees** reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);

- 4.21 to delegate the management of investments to a **Financial Expert**, but only on terms that:
- (a) require the **Financial Expert** to comply with any investment policy (and any revision of that policy) set down **In Writing** for the **Financial Expert** by the **Trustees**;
 - (b) require the **Financial Expert** to report to the **Trustees** regularly on the performance of their investments;
 - (c) entitle the **Trustees** to cancel the delegation arrangement at any time (subject to any reasonable notice period agreed between the **Trustees** and the **Financial Expert**);
 - (d) require the investment policy and the delegation arrangement to be reviewed with the **Trustees** at least once a **Year**;
 - (e) require all payments to the **Financial Expert** to be on a scale or at a level which is agreed in advance and reported regularly to the **Trustees**;
 - (f) prohibit the **Financial Expert** from doing anything outside the powers of the **Trustees**;
- 4.22 to arrange for investments or other property of the **Charity** to be held in the name of a nominee (being a corporate body controlled by the **Trustees** or by a **Financial Expert** acting under the instructions of the **Trustees**) and to pay any reasonable fee required;
- 4.23 to insure the property of the **Charity** against any foreseeable risk and take out other insurance policies to protect the **Charity**;
- 4.24 to insure the **Trustees** against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided that this shall not confer on the **Charity** a power to insure against personal liability incurred where the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.25 subject to **Article** 10, to engage employees, consultants, advisers, agents, workers and volunteers provided that the chief executive officer of the **Charity** (or person engaged to perform the usual duties of a chief executive officer, whatever his or her job title) shall be a **Catholic** or in exceptional circumstances a **Christian** committed to upholding the Catholic ethos of the Hospice;
- 4.26 to provide and contribute to superannuation or pension funds for the employees and workers of the **Charity** or any of them or otherwise to make provision for such employees and workers and their dependents;
- 4.27 to enter into contracts to provide services to or on behalf of other bodies;

- 4.28 to arrange for the amalgamation or merger of the **Charity** with any charitable organisation the purposes of which in the opinion of the **Trustees** are similar to the **Object** either alone or as amalgamated;
- 4.29 to establish or acquire subsidiary companies;
- 4.30 to pay the reasonable and proper costs of forming and administering the **Charity**; and
- 4.31 to do anything else within the law which promotes or helps to promote the **Object**.

5. THE TRUSTEES

- 5.1 The **Trustees** as **Charity Trustees** have control of the **Charity** and its property and funds.
- 5.2 Except at first (when the initial board may comprise only three **Trustees**), the number of **Trustees** when complete shall be not less than five and not more than twelve. A majority of the **Trustees** must be natural persons and all **Trustees** must be **Members**. A majority of the **Trustees** must be **Catholics**.
- 5.3 Subject to **Article** 5.2, any person who is willing to act as a **Trustee** of the **Charity** and is permitted to be so appointed by the law and the **Articles**, may be appointed to be a **Trustee**:
 - (a) by **Ordinary Resolution**; or
 - (b) by a decision of the **Trustees**.
- 5.4 Every **Trustee** must sign a declaration of willingness to act as a **Charity Trustee** of the **Charity** before he or she may vote at any meeting of the **Trustees**.
- 5.5 Subject to termination under **Article** 5.6, **Trustees** shall hold office for a term of office of three years or, in exceptional circumstances, such other term as may be specified in the **Ordinary Resolution** appointing them. Any retiring **Trustee** who remains qualified may be re-appointed and may serve a maximum of three terms, or, in exceptional circumstances, such greater number of terms as the **Trustees** may determine unanimously.
- 5.6 A **Trustee's** term of office automatically terminates if he or she:
 - (a) is disqualified under the **Charities Act** from acting as a **Charity Trustee**;
 - (b) is incapable, whether mentally or physically, of managing his or her own affairs and the **Trustees** resolve that his or her office be vacated;
 - (c) is absent from three consecutive meetings of the **Trustees** without consent, such consent (if given) to be given by the other **Trustees** at the meeting in question;
 - (d) ceases to be a **Member** (but such a person may be reinstated by resolution passed by all the other **Trustees** on resuming **Membership** before the next general meeting);

- (e) resigns by **Written** notice to the **Trustees** (but only if at least two **Trustees** will remain in office);
- (f) is removed by **Ordinary Resolution** 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.

5.7 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.

6. PROCEEDINGS OF TRUSTEES

6.1 The **Trustees** must hold at least five meetings each **Year**.

6.2 A quorum at a meeting of the **Trustees** is three **Trustees** or such other number as the **Trustees** may from time to time decide, provided that a majority of those present are Catholics.

6.3 Any **Trustee** may call a meeting of the **Trustees** by giving reasonable notice of the meeting to the **Trustees** or by authorising the **Secretary** (if there is one) to give such notice.

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

6.5 The **Chairperson** or (if the **Chairperson** is unable to do so) the **Vice-Chairperson** or (if he or she is also unable to do so) some other **Trustee** chosen by the **Trustees** present presides at each meeting.

6.6 If any **Trustee** is absent from a meeting of the **Trustees**, the **Trustees** present at the meeting shall note the absence and shall resolve whether or not to consent to it.

6.7 Every issue may be determined at a meeting by a simple majority of the votes cast. Except for the chairperson of the meeting, who in the case of an equality of votes has a second or casting vote, every **Trustee** has one vote on each issue.

6.8 A **Written** resolution signed (which for the avoidance of doubt includes electronic signatures) by at least two thirds of the **Trustees**, of whom a majority must be **Catholics**, who would have been eligible to vote on the matter at a meeting of the **Trustees** is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

6.9 All acts done by a meeting of the **Trustees** or by any person acting as a **Trustee** shall be valid even if it is discovered afterwards that there was some defect in the appointment of any person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his or her office.

7. CONFLICTS OF INTEREST

7.1 A **Trustee** must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the **Charity**. This duty is not infringed if:

- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (b) the situation arises by virtue of the **Trustee** being a **Charity Trustee** of an organisation which is a **Member**; or
- (c) the situation relates to the purchase of trustee indemnity insurance in accordance with **Article** 4.24; or
- (d) the situation is authorised by the **Trustees** in accordance with **Article** 7.2.

7.2 If a conflict of interest arises for a **Trustee** which does not fall within paragraphs (a) to (c) of **Article** 7.1, the unconflicted **Trustees** may authorise such a conflict of interest provided that:

- (a) the procedure in **Article** 7.3 is followed;
- (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any **Trustee** or any **Person Connected to a Trustee** that would not be permitted by **Article** 10; and
- (c) the unconflicted **Trustees** consider it is in the best interests of the **Charity** to authorise the conflict of interest in the circumstances.

7.3 Whenever a **Trustee** has an interest in a matter to be discussed at a meeting of the **Trustees** or a committee the **Trustee** concerned must:

- (a) declare his or her interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter.

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

8. POWERS OF TRUSTEES

8.1 The **Trustees** shall manage the business of the **Charity** and may exercise all the powers of the **Charity** unless they are subject to any restrictions imposed by the **Companies Act**, the **Articles** or any **Special Resolution**.

8.2 Without prejudice to **Article** 8.1, the **Trustees** may:

- (a) appoint (and remove) any individual (who may be a **Trustee**) to act as **Secretary** to the **Charity**;
- (b) appoint a **Chairperson** and **Vice-Chairperson** from among their number, such appointments to be made or, as the case may be, renewed at the first meeting of the **Trustees** in each financial year;
- (c) appoint other honorary officers from among their number;

- (d) delegate any of their functions to committees in accordance with the provisions of **Article 9**; and
- (e) make regulations consistent with the **Articles** and the **Companies Act** to govern:
 - (i) proceedings at general meetings;
 - (ii) proceedings at meetings of **Trustees** and meetings of committees; and
 - (iii) the administration of the **Charity**.

8.3 If the **Trustees** shall at any time be or be reduced in number to less than the number prescribed by **Article 5.2** it shall be lawful for them to act as **Trustees** for the purposes of appointing such additional **Trustees** as may be necessary to bring their number up to the number prescribed by **Article 5.2**.

9. COMMITTEES

9.1 The **Trustees** may delegate any of their functions and powers to committees consisting of two or more individuals appointed by them subject always to the overriding authority of the **Trustees**.

9.2 At least one member of every committee (including its chairperson) must be a **Trustee** and all proceedings of committees must be reported promptly to the **Trustees**.

9.3 There shall be a quorum at a meeting of a committee if at least two members are present, including one who is a **Trustee**.

9.4 The chairperson of each committee shall be appointed by the **Trustees** at the first meeting of the **Trustees** in each financial year.

9.5 Any committee formed pursuant to this **Article** shall, in the exercise of the functions and powers delegated to it, conform to any regulations imposed on it by the **Trustees**.

9.6 The meetings and proceedings of committees formed pursuant to this **Article 9** shall be governed by the provisions of the **Articles** for regulating the meetings and proceedings of the **Trustees** so far as applicable. The **Trustees** may make regulations governing all or any committees formed pursuant to this **Article 9**, which prevail over the provisions of the **Articles** if they are not consistent with them.

10. BENEFITS TO MEMBERS AND TRUSTEES

10.1 The property and funds of the **Charity** must be used only for promoting the **Object** and do not belong to the **Members** of the **Charity** but:

- (a) **Members** (and **Trustees**) may be paid interest at a reasonable rate on money lent to the **Charity**;
- (b) **Members** (and **Trustees**) may be paid a reasonable rent or hiring fee for property let or hired to the **Charity**;

- (c) **Members** (and **Trustees**) who are beneficiaries may receive charitable benefits in that capacity.
- 10.2 A **Trustee** must not receive any payment of money or other **Material Benefit** (whether directly or indirectly) from the **Charity** except:
- (a) as mentioned in **Articles** 4.24, 10.1(a), 10.1(b), 10.1(c), 10.3 or 19;
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out their duties as **Trustees**;
 - (c) payment to any company in which a **Trustee** has no more than a 1% shareholding;
 - (d) in exceptional cases, other payments or benefits (but only with the **Written** approval of the **Commission** in advance).
- 10.3 Any **Trustee** (or any **Person Connected to a Trustee** whose remuneration might result in a **Trustee** obtaining a **Material Benefit**) may enter into a contract with the **Charity** to supply goods or services in return for a payment or other **Material Benefit** but only if:
- (a) the goods or services are actually required by the **Charity**;
 - (b) any conflict of interest is authorised by the **Trustees** in accordance with **Article** 7.2;
 - (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in **Article** 7.3;
 - (d) in any financial year, no more than one half of the **Trustees** are subject to such a contract (or have a person connected to them who is subject to such a contract).

11. MEMBERSHIP

- 11.1 The **Charity** must maintain a register of **Members** in accordance with the **Companies Act**.
- 11.2 The subscribers to the **Memorandum** are the first **Members** and thereafter **Membership** shall be determined as follows:
- (a) no one other than a **Trustee** shall be admitted to **Membership**;
 - (b) the **Trustees** shall be **Members** by virtue of their appointment as **Trustees**;
 - (c) every **Member** shall either sign the register of **Members** or consent **In Writing** to become a **Member**.
- 11.3 **Membership** is terminated if the **Member** concerned:
- (a) gives **Written** notice of resignation to the Charity;
 - (b) ceases to be a **Trustee**;

- (c) dies or (in the case of an organisation) ceases to exist; or
- (d) is removed from **Membership** by resolution of the **Trustees** on the ground that in their reasonable opinion it would be in the best interests of the **Charity** for the **Member's Membership** to be terminated (but only after notifying the **Member In Writing** and considering the matter in the light of any **Written** representations that the **Member** concerned puts forward within 14 **Clear Days** after receiving notice).

11.4 **Membership** of the **Charity** is not transferable.

12. GENERAL MEETINGS

- 12.1 There shall be no requirement for general meetings of **Members** to be held but, if such a meeting is to be held, it shall be called and managed in conformity with the provisions of **Articles** 12, 13 and 14.
- 12.2 **Members** are entitled to attend general meetings personally or (in the case of an organisation) by an **Authorised Representative** or by proxy.
- 12.3 General meetings are called on at least 14 **Clear Days' Written** notice specifying the business to be discussed.
- 12.4 A technical defect in the giving of notice of a meeting at the time does not invalidate decisions taken at a meeting if the **Members** were unaware of the defect at the time the notice was given.
- 12.5 There is a quorum at a general meeting if the number of **Members** or **Authorised Representatives** present in person or by proxy is at least three.
- 12.6 The **Chairperson** or (if the **Chairperson** is unable to do so) the **Vice-Chairperson** or (if he or she is also unable to do so) a **Member** elected by those present presides at a general meeting.

13. APPOINTMENT OF PROXIES

- 13.1 In the event of a general meeting being called, every **Member** shall be entitled to appoint a proxy. Proxies may only be validly appointed by a notice **In Writing** which:
 - (a) states the name and address of the **Member** appointing the proxy;
 - (b) identifies the person appointed to be that **Member's** proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by the **Member** appointing the proxy or is authenticated in such manner as the **Trustees** may determine;
 - (d) is delivered to the **Charity** in accordance with **Article** 16.2;
 - (e) is received by the **Charity** at least 24 hours before the meeting to which it relates.
- 13.2 The **Charity** may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

- 13.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 13.4 Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 13.5 An appointment under a proxy notice may be revoked by delivering to the **Charity**, in accordance with **Article 16.2**, a notice given by or on behalf of the **Member** who gave the proxy notice, but such revocation will only take effect if the **Charity** receives it before the start of the meeting to which it relates.

14. VOTING AT GENERAL MEETINGS

- 14.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 14.2 Except where otherwise provided by the **Companies Act**, every issue is decided by a majority of the votes cast.
- 14.3 Subject to **Article 14.4**, every **Member** present in person or by proxy or through an **Authorised Representative** has one vote on each issue.
- 14.4 A person who has been appointed as proxy for more than one **Member** has only one vote on a show of hands.
- 14.5 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) 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.
- 14.6 A poll may be demanded by:
- (a) the chairperson of the meeting;
 - (b) two or more persons having the right to vote on the resolution; or
 - (c) a person representing at least 10% of the total voting rights of all the **Members** present at the meeting and having the right to vote on the resolution.
- 14.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairperson of the meeting consents to the withdrawal.
- 14.8 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.

15. WRITTEN RESOLUTIONS

15.1 **Members** may pass written resolutions in accordance with the procedures prescribed in the **Companies Act**.

15.2 The following may not be passed as a written resolution:

- (a) a resolution under section 168 of the **Companies Act** to remove a **Trustee**; and
- (b) a resolution to remove an auditor before his or her period of office expires.

16. COMMUNICATION WITH MEMBERS

16.1 The **Charity** may validly send or supply any document (including any notice) or information to a **Member** by any of the following means:

- (a) by delivering it by hand to the address recorded for the **Member** in the register of **Members**;
- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the **Member** in the register of **Members**;
- (c) by fax to a fax number notified by the **Member In Writing**;
- (d) by electronic mail to an email address notified by the **Member In Writing**;
or
- (e) by means of a website, the address of which has been notified to the **Member In Writing**;

in accordance with the provisions of the **Companies Act**.

16.2 **Members** may validly send any notice or document to the **Charity**:

- (a) by post to the **Charity's** registered office or any other address specified by the **Charity** for such purposes;
- (b) to any fax number or email address provided by the **Charity** for such purposes.

17. RECORDS & ACCOUNTS

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

- (a) annual reports and financial statements; and
- (b) annual returns.

17.2 The **Trustees** must keep proper records of:

- (a) all proceedings at general meetings;
- (b) all resolutions of **Members** passed otherwise than at a general meeting;

- (c) all proceedings at meetings of the **Trustees**;
 - (d) all reports of committees; and
 - (e) all professional advice obtained.
- 17.3 The records referred to in **Articles** 17.2(a), 17.2(b) and 17.2(c) must be kept indefinitely and those referred to in **Articles** 17.2(d) and 17.2(e) must be kept for at least 10 **Years**.
- 17.4 Accounting records relating to the **Charity** must be made available for inspection by any **Trustee** or **Member** (or their nominated representative) at any reasonable time during normal office hours.
- 17.5 A copy of the **Charity's** latest available annual report and financial statements must be supplied on request to any **Trustee** or **Member** free of charge. A copy must also be supplied within two months to any other person who makes a **Written** request for it and pays the **Charity's** reasonable costs.

18. GUARANTEE

- 18.1 The liability of the **Members** is limited.
- 18.2 Every **Member** promises, if the **Charity** is dissolved while he or she remains a **Member** or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the **Charity** while he was a **Member**.

19. INDEMNITY

The **Charity** shall indemnify every **Trustee** in respect of any **Relevant Liabilities** that are **Properly Incurred** in running the **Charity**.

20. WINDING UP

- 20.1 Upon dissolution of the Charity any property remaining after the satisfaction of all its debts and liabilities shall not be paid or distributed among the **Members** but shall be given or transferred to the **Congregation** to be applied for the **Object**. If the **Congregation** shall not then be in existence any property so remaining shall be applied in one or more of the following ways:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes that fall within, are the same as, or are similar to the **Object**;
 - (b) directly for the **Object** or charitable purposes within or similar to the **Object**;
 - (c) in such other manner consistent with charitable status as the **Commission** approves **In Writing** in advance.

- 20.2 A final report and statement of account must be sent to the **Commission**.

21. INTERPRETATION AND GENERAL

- 21.1 In the **Articles**:

Articles	means these articles of association;
Authorised Representative	means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name has been notified to the Charity ;
Catholic	means Roman Catholic in communion with the See of Rome;
Canon Law	means the Canon Law of the Catholic Church;
Chairperson	means the chairperson of the Trustees ;
Charities Act	means the Charities Act 2011;
Charity	means the company governed by the Articles ;
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act ;
Christian	means one who believes in the teachings of Jesus Christ;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales;
Companies Act	means the Companies Act 2006;
Congregation	means the Congregation of the Daughters of the Cross of Liège, company number 3492921 and registered charity number 1068661 or any successor body substantially succeeding to its functions in the event that the same shall be superseded, reconstituted or renamed;
Financial Expert	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity ;
Memorandum	means the memorandum of association of the Charity ;
Month	means calendar month;

Object	means the object of the Charity set out in Article 3 ;
Ordinary	the Bishop or a person to whom he has delegated his ordinary authority in accordance with Canon Law ;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority;
Person Connected To A Trustee	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee ; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);
Properly Incurred	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity ;
Relevant Liability	means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability <ul style="list-style-type: none"> (a) to pay a criminal fine; (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising); (c) for defending criminal proceedings in which he or she is convicted; (d) for defending civil proceedings in which judgment is given against him; (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief; and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity ;

Secretary	means the secretary of the Charity ;
Special Resolution	means a resolution of the Members that is passed by a majority of 75% or more;
Taxable Trading	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Object , and the profits of which are liable to tax;
Trustee	means a director of the Charity and Trustees means all of the directors;
Vice-Chairperson	means the vice-chairperson of the Trustees ;
Written or In Writing	refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;
Year	means calendar year.

- 21.2 Except where the context requires otherwise, expressions defined in the **Companies Act** have the same meaning in the **Articles**.
- 21.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 21.4 **Articles** 3, 4.24, 10 and 20 must not be changed without the prior **Written** authorisation of the **Commission**.
- 21.5 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the **Charity**.