

Company number: 13844691

**COMPANIES ACTS 2006**  
**A COMPANY LIMITED BY GUARANTEE**  
**NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM AND ARTICLES**  
**OF ASSOCIATION OF**  
**ARCHBISHOP HUTTON SOLE-TRUSTEE COMPANY**  
**LIMITED**

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(Incorporated on 12 January 2022)

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**Companies Act 2006**

**Company limited by guarantee and not having a share capital**

**ARTICLES OF ASSOCIATION OF  
ARCHBISHOP HUTTON SOLE-TRUSTEE COMPANY LIMITED**

**1. NAME**

The name of the Charity is **Archbishop Hutton Sole-Trustee Company Limited** or such other name as the Trustees may from time to time decide.

**2. LIMITED LIABILITY**

The liability of Members is limited.

**3. GUARANTEE**

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

**4. OBJECTS**

The Objects are specifically restricted to such purposes which are exclusively charitable under the laws of England and Wales as the Trustees shall in their absolute discretion determine, including (but not limited to) acting as a trustee of Hospital of Jesus (otherwise known as Archbishop Hutton's Charity) (registered charity number 237215) and in doing so furthering the objects of such charity.

**5. POWERS**

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

- 5.1 To act as trustee to any charity or charities having the same or similar objects as the Charity.
- 5.2 To seek from the Lord Chancellor or the Charity Commission authority to act and, if obtained, to act as a trust corporation in relation to charitable trusts (including, for the avoidance of doubt, trusts governed by Charity Commission scheme).

- 5.3 To exercise, or concur in exercising, all lawful powers and discretions by law or by the instrument creating the trust conferred upon the trustee or trustees of any trust undertaken by the Charity.
- 5.4 To promote or carry out research.
- 5.5 To provide advice.
- 5.6 To publish or distribute information.
- 5.7 To co-operate with other bodies.
- 5.8 To support, administer or set up other charities.
- 5.9 To raise funds (but not by means of Taxable Trading).
- 5.10 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 5.11 To acquire or hire property of any kind.
- 5.12 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 5.13 To make grants or loans of money and to give guarantees.
- 5.14 To set aside funds for special purposes or as reserves against future expenditure.
- 5.15 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).
- 5.16 To delegate the management of investments to a Financial Expert, but only on terms that:
  - 5.16.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 5.16.2 every transaction is reported regularly to the Trustees;
  - 5.16.3 the performance of the investments is reviewed regularly with the Trustees;
  - 5.16.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 5.16.5 the investment policy and the delegation arrangement are reviewed at least once a year;

5.16.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Trustees on receipt; and

5.16.7 the Financial Expert must not do anything outside the powers of the Trustees.

5.17 To arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required.

5.18 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required.

5.19 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

5.20 To pay for Indemnity Insurance for the Trustees.

5.21 Subject to article 13, to employ paid or unpaid agents, staff or advisers.

5.22 To enter into contracts to provide services to or on behalf of other bodies.

5.23 To establish or acquire subsidiary companies to assist or act as agents for the Charity.

5.24 To acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects.

5.25 To pay the costs of forming the Charity.

5.26 To do anything else within the law which promotes or helps to promote the Objects.

## **6. MEMBERSHIP**

6.1 The Charity must maintain a register of Members.

6.2 Any person who is appointed as a Trustee will automatically, by virtue of that appointment, become a Member of the Charity. No person other than a Trustee may be admitted as a Member of the Charity.

6.3 Membership is terminated if the Member concerned:

- 6.3.1 ceases to be a Trustee;
  - 6.3.2 gives written notice of resignation to the Trustees;
  - 6.3.3 dies, or in the case of an organisation ceases to exist; or
  - 6.3.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice.
- 6.4 Membership of the Charity is not transferable.

## **7. GENERAL MEETINGS**

- 7.1 A meeting may be called at any time by the Trustees and must be called within 28 clear days of a written request from at least one third of the Members. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by at least 90% 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.
- 7.2 Members are entitled to attend meetings either personally, (in the case of a Member organisation) and/or by an authorised representative, by proxy or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.
- 7.3 There is a quorum at a meeting if the number of Members present in person or by proxy is at least three.
- 7.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Member elected by those present presides at a meeting.
- 7.5 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast.
- 7.6 Every Member present in person or through an authorised representative or by proxy has one vote on each issue.
- 7.7 A written resolution signed by a majority of those entitled to vote at a meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that meeting.

For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature required to reach the relevant majority.

7.8 The Charity shall not be required to hold an AGM in any year.

## **8. THE TRUSTEES**

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

8.2 The Trustees when complete consist of at least five and not more than ten individuals, all of whom must be Members. If the number of Trustees shall fall below five, the remaining Trustees may act to appoint further Trustees as required.

8.3 The subscribers to the Memorandum are the first Trustees. Subsequent Trustees are to be appointed in accordance with article 8.4 below.

8.4 Subject to article 8.2 above, the Trustees may at any time appoint up to six persons who are willing to act to be a Trustee and determine the rotation in which Trustees are to retire. The following elected bodies shall also have the right to appoint and remove one Trustee each by notice in writing and such Trustees shall count towards the total number of Trustees permissible by article 8.2 above:

8.4.1 The Parochial Church Council of St Oswald's Church, Warton;

8.4.2 The Parish Council of Warton;

8.4.3 The Parish Council of Silverdale; and

8.4.4 Jointly, the Parish Councils of Yealand Conyers and Yealand Redmayne.

8.5 Every Trustee (other than the subscribers to the Memorandum) after appointment must sign a declaration of willingness to act as a Trustee of the Charity before he or she may vote at any meeting of the Trustees.

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

8.6.1 ceases to be a Member in accordance with articles 6.3.2 to 6.3.4 (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership of the Charity);

- 8.6.2 retires by rotation in accordance with article 11 and is not reappointed;
  - 8.6.3 is disqualified under the Charities Act from acting as a Trustee or is prohibited by law from being a director of a company;
  - 8.6.4 is, in the opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing his or her own affairs;
  - 8.6.5 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
  - 8.6.6 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
  - 8.6.7 is removed by the body that elected him or her in accordance with article 8.4 (but only if at least three Trustees will remain in office).
- 8.7 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.

## **9. TRUSTEES' PROCEEDINGS**

- 9.1 The Trustees must hold at least three meetings each year.
- 9.2 A quorum at a meeting of the Trustees is three or one third of the Trustees if greater.
- 9.3 A meeting of the Trustees may be held either in person and/or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 9.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 9.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by a majority of the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 9.6 Except for the Chairperson of the meeting, who has a casting vote, every Trustee has one vote on each issue.

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

## **10. ANNUAL TRUSTEES' MEETING**

The Trustees shall designate one meeting of the Trustees each year as the Annual Trustees' Meeting. At an Annual Trustees' Meeting the Trustees:

- 10.1 approve the accounts of the Charity for the previous financial year;
- 10.2 approve the Trustees' report on the Charity's activities for the previous financial year;
- 10.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- 10.4 appoint Trustees to fill the vacancies arising; and
- 10.5 appoint auditors for the Charity (if required).

## **11. RETIREMENT BY ROTATION**

- 11.1 Apart from the first Trustees, Trustees shall be appointed for terms of three years. A Trustee who has served their term must retire at the next Annual Trustees' Meeting.
- 11.2 If a Trustee retires at an Annual Trustees' meeting, the retirement shall take effect upon the conclusion of the meeting.
- 11.3 A retiring Trustee who remains qualified may be reappointed.
- 11.4 No Trustee shall serve for more than nine consecutive years, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.
- 11.5 Unless the Trustees consider it to be in the best interests of the Charity, as Trustee who has retired as a consequence of article 11.4 shall not be eligible for reappointment as a Trustee, or serve on any committee or advisory panel of the Charity, until a minimum of six years has passed since the date of the Trustee's retirement.

## **12. TRUSTEES' POWERS**

The Trustees have the following powers in the administration of the Charity:

- 12.1 To appoint (and remove) any person, who may, or may not, be a Member and a Trustee, to act as Secretary in accordance with the Companies Acts.



- 12.2 To appoint a Chairperson, Treasurer and other honorary officers from among their number.
- 12.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported regularly to the Trustees.
- 12.4 To make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy.
- 12.5 To make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees.
- 12.6 To make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any).
- 12.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 12.8 To exercise any powers of the Charity which are not reserved to a meeting of the Members.

### **13. BENEFITS TO MEMBERS AND TRUSTEES**

- 13.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members, but Members may:
  - 13.1.1 be paid interest at a reasonable rate on money lent to the Charity;
  - 13.1.2 be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
  - 13.1.3 if they are also beneficiaries, receive charitable benefits in that capacity.
- 13.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
  - 13.2.1 as mentioned in articles 5.20 (Indemnity Insurance), 13.1.1 (interest), 13.1.2 (rent), 13.1.3 (charitable benefits) or 13.3 (contractual payments);

- 13.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
  - 13.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 13.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
  - 13.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 13.3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit if:
- 13.3.1 the goods or services are actually required by the Charity;
  - 13.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 13.5. The amount or maximum amount of benefit must be set out in a written contract between the Charity and the Trustee or Connected Person;
  - 13.3.3 it would be in the interests of the Charity to enter into the contract; and
  - 13.3.4 no more than a minority of the Trustees are interested in such a contract in any financial year.
- 13.4 Whenever a Trustee has a personal interest in a matter falling within articles 13.1, 13.2 or 13.3 which is to be discussed at a meeting of the Trustees or a committee, he or she must comply with the procedure in article 13.5.
- 13.5 Where this article applies, a Trustee must:
- 13.5.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 13.5.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 13.5.3 not be counted in the quorum for that part of the meeting; and

13.5.4 have no vote on the matter and be absent during the vote if so requested by the other Trustees.

13.6 This article may not be amended without the written consent of the Commission in advance.

#### **14. CONFLICTS OF INTEREST**

14.1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees or a committee, a Conflicted Trustee must comply with the procedure set out in article 13.5.

14.2 Subject to article 13, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to:

14.2.1 authorise that matter; or

14.2.2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter.

14.3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in article 13.5.

#### **15. RECORDS AND ACCOUNTS**

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

15.1.1 annual returns;

15.1.2 annual reports; and

15.1.3 annual statements of account.

15.2 The Trustees must keep proper records of:

15.2.1 all proceedings at Member meetings;

15.2.2 all proceedings at meetings of the Trustees;

15.2.3 all reports of committees; and

15.2.4 all professional advice obtained.

- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time and on reasonable notice.
- 15.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

## **16. NOTICES**

- 16.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or any journal distributed by the Charity.
- 16.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 16.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 16.3.2 two clear days after being sent by first class post to that address;
  - 16.3.3 three clear days after being sent by second class or overseas post to that address;
  - 16.3.4 on the date of publication of a newspaper containing the notice;
  - 16.3.5 on being handed to the Member personally; or, if earlier,
  - 16.3.6 as soon as the Member acknowledges actual receipt.
- 16.4 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.

## **17. DISSOLUTION**

- 17.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
  - 17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

17.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

## **18. INTERPRETATION**

In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘the Articles’ means the Charity’s articles of association;

‘Chairperson’ means the Chairperson of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Act 2011;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commission for England and Wales;

‘the Companies Acts’ means the Companies Acts (as defined in section 2 of the Companies Act 2006);

‘Conflict of Interest’ includes a conflict of interest and duty and a conflict of duties;

‘Conflicted Trustee’ means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

‘Connected Person’ means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any Firm of which a Trustee is a Member, director, employee or shareholder having a beneficial interest in more than 1 per cent of the capital;

‘Custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘Financial Expert’ means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘Firm’ includes a limited liability partnership and company;

‘Indemnity Insurance’ 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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘Material Benefit’ means a benefit which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to company Membership of the Charity;

‘Memorandum’ means the Charity’s Memorandum of Association;

‘month’ means calendar month;

‘Nominee Company’ means a corporate body registered or having an established place of business in England and Wales;

‘the Objects’ means the Objects of the Charity as defined in article 4;

‘present’ includes physically and/or electronically in attendance;

‘Secretary’ means the company secretary of the Charity;

‘Taxable Trading’ means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

‘Unconflicted Trustee’ means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message or in electronic format;

‘year’ means calendar year.

18.1 Expressions defined in the Companies Acts have the same meaning.

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

