

Company No: 01966665

Charity No: 517149

Geldards
law firm

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
MIRUS-WALES¹

Incorporated on 28 November 1985

Amended articles adopted by a special resolution dated [16th June 2014]

¹ Formerly 'Opportunity Housing Trust', and originally 'Opportunity Housing Trust Limited' upon incorporation.

1. MODEL ARTICLES

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

2. OBJECTS

The **Objects** of the Charity are to relieve people in Wales who are in need due to a learning disability, a mental or physical illness of any description, old age, dependence on drugs or alcohol, homelessness, financial hardship, or any other vulnerability or disadvantage, in order to enable them to live fulfilled, valued lives, by (in particular but not exclusively):

- (a) providing care, support, education, accommodation, and practical advice;
- (b) supporting people through rehabilitation and re-enablement;
- (c) supporting the carers who are helping such persons within and outside the home; and
- (d) providing training and advisory services for organisations and individuals undertaking activities that further charitable purposes falling within the Objects of the Charity.

3. POWERS

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

- 3.1 To acquire or hire property of any kind, and to maintain and equip it for use.
- 3.2 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act**).
- 3.3 To guarantee tenancies on behalf of beneficiaries, where appropriate.
- 3.4 To enter into contracts to provide services to or on behalf of other bodies, including training, human resources, financial and administrative services.
- 3.5 To provide health and safety advice and consultations.
- 3.6 Subject to article 4, to employ paid or unpaid agents, staff or advisers on appropriate terms.
- 3.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 3.8 To raise funds (but not by means of **taxable trading**).
- 3.9 To undertake the following in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000:
 - (a) Deposit or invest funds;

- (b) Employ or appoint a professional fund manager or **financial expert**;
and
 - (c) Arrange for the investments or other property of the Charity to be held in the name of a **nominee company** or by a **custodian**.
- 3.10 To amalgamate or merge with or support any other organisation, company or undertaking whose objects may (in the opinion of the Board of Trustees) advantageously be combined with the Objects.
- 3.11 To support, administer or set up other charities and act as **charity trustee**.
- 3.12 To co-operate with other bodies.
- 3.13 To make grants or loans of money and to give guarantees.
- 3.14 To set aside funds for special purposes or as reserves against future expenditure.
- 3.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 3.16 To pay for **indemnity insurance** for the Trustees.
- 3.17 To establish subsidiary companies to assist or act as agents for the Charity.
- 3.18 To do anything else within the law which promotes or helps to promote the Objects.

4. BENEFITS TO MEMBERS AND THE BOARD OF TRUSTEES

General provisions

- 4.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **Members** of the Charity but:
- (a) Members who are not **Trustees** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - (b) Members (including Trustees) and **Connected Persons** may be paid interest at a reasonable rate on money lent to the Charity;
 - (c) Members (including Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - (d) individual Members (including Trustees) and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries, provided that a majority of the Trustees do not benefit in this way.

Scope and powers permitting Trustees' benefits

- 4.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (a) as mentioned in article 3.15 (indemnity insurance), 4.1(b) (interest), 4.1(c) (rent), 4.1(d) (charitable benefits) or 4.3 (contractual payments);
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
- (c) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding;
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).

Payment for supply of goods or services – controls

- 4.3 A Trustee may not be an employee of the Charity but a Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
- (a) the goods or services are actually required by the Charity, and the Board of Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Board of Trustees in accordance with the procedure in article 4.4; and
 - (c) fewer than half of the Board of Trustees are subject to such a contract in any **financial year**.

Conflicts of interest and conflicts of loyalty

- 4.4 Subject to article 4.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- (a) declare the nature and extent of their interest at or before discussions begin on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) withdraw during the vote and have no vote on the matter.
- 4.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote; or
 - (b) disclose to a third party information confidential to the Charity; or
 - (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any direct or indirect payment or material benefit (whether or not from the Charity); or
 - (d) refrain from taking any step required to remove the conflict
- 4.6 This article 4 may not be amended without the prior written consent of the Commission.

5. LIMITED LIABILITY

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

6. GUARANTEE

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

7. DISSOLUTION

- 7.1 If upon the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Charity, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of article 4 above, such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.
- 7.2 A final report and statement of account must be sent to the Commission.

8. MEMBERSHIP

- 8.1 The Charity must maintain a register of Members.
- 8.2 **Membership** of the Charity shall consist of the Board of Trustees of the Charity from time to time.
- 8.3 Members must sign the register of members, or otherwise consent **in writing** to become a Member.

- 8.4 The Board of Trustees may establish different classes of membership (including **informal membership**) and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 8.5 Membership is terminated if the Member concerned:
- (a) dies; or
 - (b) ceases to be a Trustee pursuant to article 10.11.
- 8.6 Membership of the Charity is not transferable.

9. GENERAL MEETINGS

- 9.1 Unless the Members resolve otherwise, the Charity must hold a **general meeting** as its **AGM** in every **year**, and not more than fifteen months shall elapse between the date of one AGM of the Charity and that of the next.
- 9.2 The Board of Trustees may otherwise call a general meeting at any time, subject to the provisions of this article 9.
- 9.3 At an AGM the Members shall:
- (a) receive the accounts of the Charity for the previous **financial year**;
 - (b) receive the Board of Trustees' report on the Charity's activities in the previous financial year;
 - (c) accept the retirement of those Trustees who are retiring by rotation;
 - (d) appoint auditors for the Charity; and
 - (e) deal with any other necessary business requiring the Members.
- 9.4 Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting.

Notice of general meetings

- 9.5 General meetings (other than adjourned general meetings) are called on at least 14 clear days' written notice, specifying the date, time and place of the meeting, the general nature of the business to be discussed, and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.6 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.
- 9.7 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

Quorum at general meetings

- 9.8 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three (or ten percent of the Members if greater).

Adjournment of general meetings

- 9.9 If a quorum is not present within half an hour from the time appointed for the general meeting, the meeting shall be adjourned to such time and place as the Board of Trustees shall determine.
- 9.10 The Board of Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened general meeting stating the date, time and place of the meeting.
- 9.11 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the Members present in person or by proxy at that time shall constitute the quorum for that general meeting.
- 9.12 The **Chair** may adjourn a general meeting at which a quorum is present if the general meeting consents to an adjournment, and the Chair must adjourn a general meeting if directed to so by the meeting, or if a quorum ceases to be present during a meeting.
- 9.13 If the continuation of an adjourned general meeting is to take place more than 30 days after it was adjourned, the Charity must give notice of the general meeting in accordance with article 9.5.
- 9.14 No business may be transacted at an adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.

Proceedings and voting at general meetings

- 9.15 The Chair or (if the Chair is either not present or is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 9.16 Except where otherwise required by these articles or the **Companies Acts**, every issue at a general meeting is decided by a majority of the votes cast.
- 9.17 Every Member present in person or by proxy has one vote on each issue, except for the person chairing the meeting, who in the case of an equality of votes has a casting vote.
- 9.18 A resolution put to the vote of a general meeting must be decided on a show of hands, unless a poll is demanded in accordance with articles 9.21 to 9.27 below.
- 9.19 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive, unless a poll is demanded, and the result of the vote must be recorded in the minutes of the Charity.
- 9.20 A written resolution passed in accordance with the Companies Act 2006 is as valid as a resolution actually passed at a general meeting.

Poll votes

- 9.21 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.
- 9.22 A poll may be demanded by:
- (a) the person chairing the general meeting;
 - (b) at least two Members present in person or by proxy, and having the right to vote at the general meeting; or
 - (c) a Member or Members present in person or by proxy representing not less than 10% of the total voting rights of all the Members having the right to vote at the general meeting.
- 9.23 A demand for a poll may be withdrawn if the poll has not yet been taken, and the person chairing the general meeting consents to the withdrawal.
- 9.24 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 9.25 Polls must be taken in such manner as the person chairing the general meeting directs, who may appoint scrutineers (who need not be Members).
- 9.26 The result of the poll shall be deemed to be the resolution of the general meeting at which the poll is demanded, and the result of the vote must be recorded in the minutes of that general meeting of the Charity.
- 9.27 The demand of a poll shall not prevent the continuance of a general meeting for the transaction of any business other than the question on which a poll has been demanded.

Proxy voting

- 9.28 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- (a) states the name and address of the Member appointing the proxy, and is signed by or on behalf of that Member;
 - (b) identifies the person appointed to be that Member's proxy (which, for the avoidance of doubt, may be another Member), and the general meeting in relation to which that person is appointed;
 - (c) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice to the general meeting to which they relate.
- 9.29 The Board of Trustees may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

- 9.30 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.
- 9.31 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 9.32 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting, or any adjournment of it, even though a valid proxy has been delivered to the Charity by or on behalf of that person. For the avoidance of doubt, the person appointed as proxy shall have no right to a vote in such circumstances.
- 9.33 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 behalf the proxy notice was given.
- 9.34 A notice revoking a proxy appointment will take effect only if delivered before the start of the meeting, or adjourned meeting, to which it relates.

10. THE BOARD OF TRUSTEES

- 10.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 10.2 The minimum number of Trustees shall be three but (unless otherwise determined by resolution of the Trustees) shall not be subject to any maximum.
- 10.3 Trustees shall become Members of the Charity upon appointment, in accordance with article 8.2.

Retirement of Trustees

- 10.4 At the AGM each year, one third (or the number nearest, but not exceeding, one third) of the Board of Trustees must retire. Those Trustees who are longest in office must retire first, and the choice between any Trustees of equal service must be made by drawing lots.

Appointment of Trustees

- 10.5 Every Trustee shall be appointed (or re-appointed) by a resolution passed at a properly convened meeting of the Board of Trustees, either:
- (a) as soon as reasonably possible following retirements at the AGM, or
 - (b) at any other time during the year, as required.
- 10.6 In selecting individuals for appointment (or re-appointment) as Trustees, the Board of Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Charity.

- 10.7 A retiring Trustee may be re-appointed for a further term, but shall not be counted in the quorum for that part of the meeting, or have a vote on the matter.
- 10.8 Every Trustee after election, or re-election, 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 Board of Trustees.
- 10.9 A technical defect in the appointment of a Trustee of which the Board of Trustees are unaware at the time does not invalidate decisions taken at a meeting.

Disqualification and removal of Trustees

- 10.10 A Trustee's term of office automatically terminates if he or she:
- (a) is disqualified under the Charities Act from acting as a charity trustee;
 - (b) ceases to be a Trustee by virtue of any provision of the Companies Acts or is prohibited from being a company director by law;
 - (c) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (d) is absent without notice from meetings of the Board of Trustees held within a period of six consecutive months, and is asked by a majority of the other Trustees to resign;
 - (e) resigns by written notice to the Board of Trustees (but only if at least two Trustees will remain in office); or
 - (f) is removed by a resolution of the Trustees approved by 75% or more of the Trustees, after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

11. PROCEEDINGS OF BOARD OF TRUSTEES

- 11.1 The Board of Trustees must hold at least four meetings each year.
- 11.2 A quorum at a meeting of the Board of Trustees is three Trustees, unless otherwise determined by the Board of Trustees.
- 11.3 A meeting of the Board of Trustees may be held either in person or by suitable electronic means agreed by the Board of Trustees or any combination thereof in which all participants may communicate with all the other participants.
- 11.4 The Chair or (if the Chair is either not present or is unable or unwilling to do so) some other Trustee chosen by the Board of Trustees participating, presides at each meeting ('the chairman of the meeting').
- 11.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be

contained in more than one **document** and will be treated as passed on the date of the last signature.

- 11.6 Except for the chairman of the meeting, who in the case of an equality of votes has a casting vote, every Trustee has one vote on each issue.
- 11.7 A procedural defect of which the Board of Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 11.8 If the number of Trustees falls below three the Board of Trustees shall only be entitled:
 - (a) to appoint additional Trustees under article 10.5;
 - (b) to call a general meeting of Members; or
 - (c) to act to preserve and protect the assets of the Charity.

12. POWERS OF BOARD OF TRUSTEES

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

- 12.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary of the Charity;
- 12.2 to appoint (and remove) a Chair and any other honorary officers from among their number, and to determine their respective roles and delegated responsibilities;
- 12.3 to delegate any of their functions to committees of individuals appointed by them. At least one member of every committee must be a Trustee, and all proceedings of committees must be reported promptly to the Board of Trustees;
- 12.4 to make standing orders consistent with these articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
- 12.5 to make rules consistent with these articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 12.6 to make regulations consistent with these articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 12.7 to make rules and establish procedures for the retirement of Trustees and the nomination and election of Trustees by the Members;
- 12.8 to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 12.9 to exercise any powers of the Charity which are not reserved to the Members.

13. RECORDS AND ACCOUNTS

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

- (a) annual returns;
- (b) annual reports;
- (c) annual statements of account.

13.2 The Board of Trustees must keep proper records of:

- (a) all proceedings at general meetings;
- (b) all proceedings at meetings of the Board of Trustees;
- (c) all reports of committees; and
- (d) all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Board of Trustees so decide.

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

14. MEANS OF COMMUNICATION TO BE USED

14.1 Subject to these articles, anything sent or supplied by or to the Charity under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these articles.

14.2 A communication sent or supplied by the Charity shall be deemed to have been received by the intended recipient:

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

- 14.3 In the case of a communication sent or supplied by the Charity, the Charity may make the documents or information available on a website in accordance with the Companies Act 2006.
- 14.4 Subject to these articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by the Board of Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 14.5 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

15. INDEMNITY

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

16. INTERPRETATION

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

‘AGM’	means an annual general meeting of the Charity;
‘these articles’	means the Charity’s articles of association;
‘Board of Trustees’	means all the Trustees of the Charity from time to time;
‘Chair’	means the chair of the Trustees from time to time;
‘the Charity’	means the company governed by these articles;
‘the Charities Act’	means the Charities Act 2011;
‘charity trustee’	has the meaning prescribed by section 177 of the Charities Act;
‘clear day’	does not include the day on which notice is given or the day of the meeting or other event;
‘the Commission’	means the Charity Commission for England and Wales;
‘the Companies Acts’	means the Companies Acts (as defined in the Companies Act 2006) insofar as they apply to the Charity;

‘Conflicted Trustee’	means a Trustee in respect of whom a conflict of interest or conflict of loyalty arises or may reasonably arise because such person or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
‘Connected Person’	means in relation to a Trustee, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that Trustee, any firm of which that Trustee is a member or employee, and any company of which that Trustee is a director, employee or shareholder having a beneficial interest in more than 1% of the share capital;
‘custodian’	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
‘document’	includes, unless otherwise specified, any document sent or supplied in electronic form ;
‘electronic form’	has the meaning given in section 1168 of the Companies Act 2006;
‘financial expert’	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
‘financial year’	means the Charity’s financial year;
‘firm’	includes a limited liability partnership;
‘general meeting’	means a general meeting of the Members of the Charity, including an AGM;
‘indemnity insurance’	means insurance against personal liability incurred by any Trustee for an act or omission which is or alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
‘informal membership’	refers to a supporter who may be called a “member” but is not a company member of the Charity;
‘material benefit’	means a benefit which may not be financial but has a monetary value;
‘Member’ and ‘membership’	refer to company membership of the Charity;
‘month’	means calendar month;

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

- 16.2 Expressions defined in the Companies Acts have the same meaning, unless these articles specify otherwise.
- 16.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.