THE COMPANIES ACTS 1985 and 2006

COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
THE SHEPPARD TRUST

Company Number: 6621820

Date of Incorporation: 17th June 2008*

*amended by Special Resolution passed on 14 December 2009
*amended by Special Resolution passed on 22 July 2011
*amended by Special Resolution passed on 1 August 2015
*amended by Special Resolution passed on 4 October 2021
*amended by Special Resolution passed on 30 September 2024

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DEFINITIONS AND INTERPRETATION

1 Definitions and interpretation

1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

2006 Act	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
Act	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the 2006 Act for the time being in force;
Articles	means these Articles of Association;
Charities Act	means the Charities Act 1993 including any statutory modification or re-enactment thereof for the time being in force;
Charity	means The Sheppard Trust;
clear days	in relation to a period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Charity Commission	means the Charity Commission for England and Wales;

Date of Incorporation	means the date on which the Charity was incorporated as a company limited by guarantee, as stated on the certificate of incorporation issued by Companies House;
Director	means a director of the Charity and includes any person occupying the position of director, by whatever name called. The Directors are charity trustees as defined in the Charities Act;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in the Act;
First Directors	means those persons notified to Companies House as the first Directors of the Charity;
Member	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Memorandum	means the Memorandum of Association of the Charity;
Ordinary Resolution	means a resolution (of the Members or, if applicable, a class of the Members) that is passed by a simple majority in accordance with the Act;
proxy notice	has the meaning given in Article 8;
Seal	means the common seal of the Charity;
Secretary	means any person appointed to perform the duties of the secretary of the Charity;
Special Resolution	means a resolution (of the Members or, if applicable, a class of the Members) passed by a majority of not less than 75% in accordance with the Act;
United Kingdom	means the United Kingdom of Great Britain and Northern Ireland.
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Charity.

1.3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

OBJECTS

2 Objects

2.1 The Charity is established for the Objects expressed in the Memorandum.

MEMBERSHIP

3 Members

3.1 Any Director shall, by agreeing to become a Director, agree to become a Member of the Charity and accordingly shall be admitted to membership of the Charity on his appointment as Director.

3.2 Membership of the Charity is open to any individual or organisation who:

3.2.1 applies to the Charity in the form required by the Directors; and

3.2.2 is approved by the Directors.

3.3 An application for membership may be approved or rejected by the Directors and no person shall be admitted to membership of the Charity unless their application for membership has been approved by the Directors.

3.4 Membership is not transferable.

3.5 The Charity shall maintain a register of Members.

4 Classes of membership

4.1 The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

5 Termination of membership

5.1 Membership is terminated if:

5.1.1 the Member dies or, if it is an organisation, ceases to exist;

5.1.2 the Member retires by written notice to the Charity provided that after such retirement the number of Members is not less than two;

5.1.3 any sum due from the Member to the Charity has been wholly or partly outstanding for at least six months and the Company serves notice in writing on the Member terminating the membership. In such circumstances the termination of membership shall take effect from the date and time when the notice is served;

5.1.4 the Member is removed from membership by a resolution of the Directors that it is in the best interests of the Charity that his or her membership is terminated. Such a resolution may only be passed if:

5.1.4.1 the Member has been given at least 14 clear days notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons for its proposal; and

5.1.4.2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of the Charity, has been permitted to make representations to the meeting.

5.1.5 in the case of a Director of the Charity, the Member ceases to be a Director.

MEETINGS OF MEMBERS

6 General meetings

6.1 The Directors may call general meetings.

6.2 On the requisition of Members pursuant to the Act the Directors shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting in accordance with the provisions of the Act.

7 Notice of general meetings

7.1 General meetings shall be called by at least 14 clear days' notice.

7.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.

7.3 The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of his rights regarding proxies.

7.4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to:

7.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Charity an address within the United Kingdom for the giving of notices to them;

7.4.2 the auditor for the time being of the Charity; and

7.4.3 each Director.

No other person shall be entitled to receive notice of general meetings.

7.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

7.6 A Member present at any meeting of the Charity either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

8 Proxies

8.1 A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Charity.

8.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

8.2.1 states the name and address of the Member appointing the proxy;

8.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

8.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

8.2.4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

8.3 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. In default of any other form of proxy notice being specified, the following form shall be used:

"[*Name of charity*]

.....

I/We, ..., of ....., being a member/members of the above-named company, hereby appoint ..... of ....., or failing him, [..... of .....] [the Chairman of the meeting], as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company to be held on [*date*], and at any adjournment thereof.

Signed on [*insert date*]".

8.4 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. In default of any other form of proxy notice being specified, the following form shall be used for this purpose:

"[*Name of charity*]

……

I/We, ..., of ....., being a member/members of the above-named company, hereby appoint ..... of ....., or failing him [..... of .....] [the Chairman of the meeting], as my/our proxy to vote in my/our name[s] and on my/our behalf at the [annual] general meeting of the company, 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 No. 1 *for *against [*vote withheld] [*discretionary]

Resolution No. 2 *for *against [*vote withheld] [*discretionary].

*Strike out whichever is not desired.

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

Signed on [*insert date*]".

8.5 Unless a proxy notice indicates otherwise, it must be treated as:

8.5.1 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

8.5.2 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.

8.6 Proxy notices may:

8.6.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours (not counting any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

8.6.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:

8.6.2.1 in the notice convening the meeting, or

8.6.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting, or

8.6.2.3 in any invitation in electronic form to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than 48 hours before (not counting any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

8.6.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (not counting any part of a day that is not a working day) the time appointed for the taking of the poll; or

8.6.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director;

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

8.7 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.

8.8 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.

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

9 Organisation at general meetings

9.1 No business shall be transacted at any general meeting unless a quorum is present.

9.2 Whichever is the greater of two and one-third of the persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

9.3 There shall be a chairman of every general meeting:

9.3.1 The chairman, if any, of the Directors shall chair every general meeting of the Charity.

9.3.2 In his absence the vice-chairman, if any, of the Directors shall act as chairman.

9.3.3 If at any meeting neither the chairman nor the vice-chairman is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting.

9.3.4 If there is only one Director present and willing to act, he shall chair the meeting.

9.3.5 If at any meeting no Director is willing to act as chairman or if no Director is present within ten minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting.

9.4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:

9.4.1 if convened on the requisition of Members, shall be dissolved;

9.4.2 in any other case , shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine.

9.5 In relation to adjournment of meetings:

9.5.1 the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;

9.5.2 when a meeting is adjourned for 14 days or more, the Charity shall give at least 7 clear days' notice of it to the same persons to whom notice of the Charity's general meetings is required to be given, and containing the same information which such notice is required to contain.;

9.5.3 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

DECISIONS OF MEMBERS

10 Voting at general meetings

10.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

10.2 Unless a poll is duly demanded, a declaration by the chairman and an entry to that effect in the minutes of proceedings of the Charity that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

11 Votes of members

11.1 Every Member, whether an individual or organisation, shall have one vote.

11.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

11.3 Where an organisation is a Member of the Charity, it:

11.3.1 may nominate any person to act as its representative at any meeting of the Charity;

11.3.2 must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.

Any notice given to the Charity shall be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

12 Written resolutions

12.1 Save for a resolution to remove a Director before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.

12.2 A written resolution shall lapse if it not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

DIRECTORS

13 Directors

13.1 Subject to the provisions of Articles 16.4 and 17.2, unless otherwise determined by Ordinary Resolution:

13.1.1 the minimum number of Directors shall be six and the maximum number of Directors shall be eleven; and

13.1.2 at least four of the Directors shall be female,

save that, should the total number of Directors for the time being be six, at least three of them shall be female.

13.2 A Director may not appoint an alternate Director or anyone to act on his behalf at meetings of the Directors.

14 Chief Executive

14.1 Subject to any contrary decision by the Directors, the Chief Executive of the Charity may:

14.1.1 attend meetings of the Directors; and

14.1.2 become a member of any committee established under Article 22 or Article 23 below.

15 Directors

15.1 The Directors shall be appointed by a simple majority of all the Directors entitled to attend and vote at any meeting of the Directors.

15.2 No person may be appointed to be a Director unless he is willing to act and is permitted to do so by law.

15.3 No appointment of a Director may be made which would cause the number of Directors to exceed any number fixed as the maximum number of Directors.

15.4 Subject to Articles 16 and 17, a Director shall hold office until his retirement in accordance with Article 18.

16 Removal of Directors

16.1 The Charity may by Ordinary Resolution of which special notice has been given to the Charity in accordance with the Act remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Charity and such Director.

16.2 Subject to Article 16.3 below, the Directors may by a two-thirds majority of those present and voting resolve to terminate the office of any Director for good and sufficient reason, which shall include but not be limited to being in substantial breach of these Articles, bringing the Charity into disrepute or otherwise causing detriment to the name and/or goodwill of the Charity.

16.3 Before the Directors exercise the power in Article 16.2 above, the Director concerned shall be given the opportunity to be heard by the other Directors, and to be accompanied at such hearing by a person of his choice, before a final decision is made.

16.4 In the event that:

16.4.1 a Director is removed from office in accordance with Article 16.2; and

16.4.2 as a result of the Director's removal from office the Company ceases to meet the requirements of Article 13.1,

the requirements of Article 13.1 shall be suspended for a period of three months, commencing on the date on which the Director is removed, during which time the Directors shall seek to appoint a new Director or Directors in accordance with the requirements of Article 13.1.

17 Disqualification or vacation of office of Directors

17.1 The office of Director shall be vacated if the Director:

17.1.1 ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director; or

17.1.2 is disqualified from acting as a charity trustee by virtue of the Charities Act; or

17.1.3 becomes bankrupt or makes any arrangement or composition with his creditors generally;

17.1.4 is being treated by a registered medical practitioner, and that medical practitioner gives a written opinion to the Charity stating that the Director has become physically or mentally incapable of acting as a director and may remain so for more than three months;

17.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

17.1.6 resigns his office by giving no less than three months' written notice to the Charity;

17.1.7 is absent from all Directors' meetings without leave for six months and the Directors resolve that the office be vacated;

17.1.8 is directly or indirectly interested in any contract with the Charity and fails to declare the nature of his interest as required by the Act or the Memorandum;

17.1.9 (should the Charity be considered to be a children's charity under section 36(6) of the Criminal Justice and Court Services Act 2000 or any statutory re-enactment or modification of that provision) is or becomes disqualified from working with children or is or becomes disqualified from acting as a trustee of a children's charity; or

17.1.10 fails to agree to a reasonable request by the Directors for a Criminal Records Bureau check (or equivalent) to be undertaken in respect of them.

17.2 In the event that:

17.2.1 a Director vacates office in accordance with Article 17.1; and

17.2.2 as a result of the Director's vacation of office the Company ceases to meet the requirements of Article 13.1,

the requirements of Article 13.1 shall be suspended for a period of three months, commencing on the date on which the Director vacates office, during which time the Directors shall seek to appoint a new Director or Directors in accordance with the requirements of Article 13.1.

18 Retirement of Directors

18.1 Each Director shall be appointed for an initial term of three years at the end of which he shall retire.

18.2 Subject to Articles 18.3 and 18.4 below, a person retiring from the office of Director shall be eligible for re-election for up to two further terms of three years duration.

18.3 A First Director who has already served two terms of three years duration may stand for re-election for a third term of one, two or three years duration, the duration of the third term to be decided by the Directors.

18.4 Without the agreement of the Directors, no Director shall serve for more than a maximum of nine years in total.

19 Powers and duties of the Directors

19.1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Charity shall be managed by the Directors who may exercise all the powers of the Charity.

19.2 No alteration of the Memorandum or Articles and no direction given by Special Resolution shall invalidate anything which the Directors have done before the making of the alteration or the passing of the resolution.

19.3 A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

20 Proceedings and Decisions of the Directors

20.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.

20.2 The Directors shall meet at least four times a year.

20.3 A meeting of the Directors:

20.3.1 may be called by any Director; and

20.3.2 shall, at the request of a Director, be called by the Secretary.

20.4 Notice of any meeting of the Directors must indicate:

20.4.1 its proposed date, time and subject matter;

20.4.2 where it is to take place; and

20.4.3 if it is anticipated that Directors 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.

20.5 In fixing the date and time of any meeting of the Directors, the Director calling it shall try to ensure, subject to the urgency of any matter to be decided by the Directors, that as many Directors as practicable are likely to be available to participate in it.

20.6 Notice of a meeting of the Directors must be given to each Director, but need not be in writing.

20.7 Notice of a meeting of the Directors need not be given to Directors who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Charity seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

20.8 Directors are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Charity with the information necessary to ensure that they receive the notice before the meeting takes place.

20.9 Any Director may participate in a meeting of the Directors by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting.

20.10 In relation to the quorum for a meeting of the Directors:

20.10.1 no decision other than a decision to call a meeting of the Directors or a general meeting shall be taken by the Directors unless a quorum participates in the decision-making process;

20.10.2 the quorum for decision-making by the Directors may be fixed from time to time by a decision of the Directors, provided it shall not be less than three, and unless otherwise fixed it shall be the higher of three and one-third of the Directors or if that number is not a whole number, the next higher whole number;

20.10.3 if the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision:

20.10.3.1 to appoint further Directors, or

20.10.3.2 to call a general meeting so as to enable the Members to appoint further Directors;

20.10.4 a Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

20.11 Questions arising at a meeting shall be decided by a majority of votes.

20.12

20.12.1 At their first meeting the Directors shall elect a chairman and vice-chairman from among their number and shall determine the period for which they are to hold office.

20.12.2 The chairman and vice-chairman shall be eligible for re-election at the end of the period determined, provided that no chairman or vice-chairman may hold office for more than two three-year terms.

20.12.3 If at any meeting neither the chairman nor the vice-chairman is present within ten minutes after the time appointed for holding the same, or if there is no chairman or vice-chairman, the Directors present shall choose one of their number to chair the meeting.

20.12.4 In the case of an equality of votes, the chairman shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chairman is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes. No Director in any other circumstances shall have more than one vote.

20.13 All acts done by any meeting of the Directors or of a committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that:

20.13.1 there was some defect in the appointment of any such Director or person acting as a Director, or

20.13.2 they or any of them were disqualified, or

20.13.3 they or any of them were not entitled to vote on the matter,

be as valid as if every such person had been duly appointed and was qualified to be a Director.

20.14 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in like form each signed by one or more Directors.

20.15 Subject to the Articles, the Directors may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Directors.

21 Conflicts of interests

21.1 Clauses 5.6 and 5.7 of the Memorandum relating to conflicts of interests of Directors shall have effect as if its provisions were repeated in these Articles.

22 Delegation by the Directors

22.1 The Directors may delegate any of their powers to any committee consisting of two or more Directors.

22.2 The Directors shall determine the terms of any delegation to such a committee and may impose conditions, including that:

22.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate;

22.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Directors.

22.3 Subject to and in default of any other terms imposed by the Directors:

22.3.1 Two directors shall be ex-officio members of every committee appointed by the Directors;

22.3.2 The members of a committee may, with the approval of the Directors, appoint such persons, not being Directors, as they think fit to be members of that committee;

22.3.3 A committee may elect a chairman of its meetings; if no such chairman is elected, or, if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;

22.3.4 A committee may meet and adjourn as it thinks proper;

22.3.5 Questions arising at any meeting shall be determined by a majority of votes of the committee members present; and

22.3.6 In the case of an equality of votes the chairman of the committee shall have a second or casting vote,

and subject thereto committees to which the Directors delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Directors.

22.4 The terms of any delegation to a committee shall be recorded in the minute book.

22.5 The Directors may revoke or alter a delegation.

22.6 All acts and proceedings of committees shall be reported to the Directors fully and promptly.

23 Visitors and Friends Group and Committee

23.1 The Directors may appoint a committee, to be known as the Visitors and Friends Committee, for the function of visiting and providing personal support for the Charity's beneficiaries, and for such other functions as the Directors may from time to time specify.

23.2 The Directors shall determine the terms of reference of the Visitors and Friends Committee and may impose conditions.

23.3 Subject to and in default of any other terms or conditions imposed by the Directors:

23.3.1 to support its work, the Visitors and Friends Committee may establish a network of donors and other individuals, to be known as the Visitors and Friends Group (the **Group**);

23.3.2 the day-to-day management and administration of the Group shall be conducted by the Visitors and Friends Committee;

23.3.3 membership of the Visitors and Friends Committee shall be determined by the Directors in their absolute discretion;

23.3.4 subject to Article 23.3.3, the Visitors and Friends Committee shall consist of a minimum of three Directors (the **Visitors and Friends Committee Directors**), and not fewer than three nor more than nine other persons, who may be selected from within the wider membership of the Group;

23.3.5 the Visitors and Friends Committee shall meet at such times and in such places as the Directors shall specify;

23.3.6 no business shall be transacted at a meeting of the Visitors and Friends Committee unless a quorum is present;

23.3.7 the quorum necessary for the transaction of the business of the Visitors and Friends Committee may from time to time be fixed by the Directors and unless so fixed shall be three and shall include at least two of the Visitors and Friends Committee Directors;

23.3.8 subject to Article 23.3.9 below, questions arising at any meeting of the Visitors and Friends Committee shall be determined by a majority of votes;

23.3.9 notwithstanding Article 23.3.8, any majority of the Visitors and Friends Committee Directors operating together in favour of a motion shall have a conclusive vote in favour of that motion and any majority of the Visitors and Friends Committee Directors not in favour of a motion shall have an absolute right of veto against that motion; and

23.3.10 acts and proceedings of the Visitors and Friends Committee shall be minuted and shall be reported to the Directors promptly and in such a manner as the Directors shall from time to time specify.

24 Delegation of day to day management

24.1 The Directors may delegate day-to-day management and administration of the Charity to one or more managers.

24.2 In respect of each manager the Directors shall:

24.2.1 provide a description of the manager's role; and

24.2.2 set the limits of the manager's authority.

24.3 The managers shall report regularly and prompty to the Directors on the activities undertaken in accordance with their role.

SECRETARY, MINUTES AND SEAL

25 Secretary

25.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term at such remuneration and on such conditions as the Directors may think fit. Any Secretary so appointed by the Directors may be removed by them.

25.2 A Secretary who is also a Director may not be remunerated save as permitted in accordance with the Memorandum.

26 Minutes

26.1 The Directors shall ensure that the Charity keeps records, in writing, comprising:

26.1.1 minutes of all proceedings at general meetings;

26.1.2 copies of all resolutions of Members passed otherwise than at general meetings;

26.1.3 details of appointments of officers made by the Directors; and

26.1.4 minutes of meetings of the Directors and committees of the Directors, including the names of the Directors present at the meeting.

26.2 The Directors shall ensure that the records comprising 26.1.1 and 26.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

27 The Seal

27.1 The Directors shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Directors or of a committee authorised by the Directors on its behalf. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by:

27.1.1 the Secretary, or

27.1.2 a second Director.

ACCOUNTS AND AUDIT

28 Accounts

28.1 The Directors shall comply with the requirements of the Act and of the Charities Act for keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of:

28.1.1 annual reports;

28.1.2 annual returns; and

28.1.3 annual statements of account.

28.2 Accounting records relating to the Charity shall be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

28.3 The Directors shall supply a copy of the Charity's latest available statement of account to any Director or Member on request, and within two months of the request to any other person who makes a written request and pays the Charity's reasonable costs of complying with the request.

29 Audit

29.1 Auditors shall be appointed and their duties regulated in accordance with the Act and the Charities Act.

COMMUNICATION

30 Means of communication

30.1 Subject to the Articles, the Charity may deliver a notice or other document to a Member:

30.1.1 by delivering it by hand to an address as provided in accordance with Paragraph 4 of Schedule 5 to the 2006 Act;

30.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with Paragraph 4 of Schedule 5 to the 2006 Act;

30.1.3 by fax to a fax number notified by the Member in writing;

30.1.4 in electronic form to an address notified by the Member in writing;

30.1.5 by a website, the address of which shall be notified to the Member in writing; or

30.1.6 by advertisement in at least two national newspapers.

30.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

30.3 If a notice or document:

30.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

30.3.2 is sent by post or other delivery service in accordance with Article 30.1.2 above it is treated as being delivered:

30.3.2.1 24 hours after it was posted, if first class post was used; or

30.3.2.2 48 hours after it was posted or given to delivery agents, if first class post was not used;

13.2.1 provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

30.3.2.3 properly addressed; and

30.3.2.4 put into the postal system or given to delivery agents with postage or delivery paid.

30.3.3 is sent by fax, providing that the Charity can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent.

30.3.4 is sent in electronic form, providing that the Charity can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.

30.3.5 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

30.4 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

DISSOLUTION

31 Dissolution

31.1 Clause 9 of the Memorandum relating to the winding-up and dissolution of the Charity shall have effect as if its provisions were repeated in these Articles.

INDEMNITY

32 Indemnity

32.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Charity (other than any person (whether an officer or not) engaged by the Charity as auditor) shall be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

RULES AND BYELAWS

33 Rules or byelaws

33.1 The Directors may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Charity or for the purpose of prescribing classes and conditions of membership of either the Charity or any group established to support the Charity. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:

33.1.1 the rights and privileges of Members and the conditions of membership;

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

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

33.1.4 the procedure at general meetings and meetings of the Directors and committees in so far as such procedure is not regulated by these Articles.

33.2 The Charity in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them.

33.3 The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Charity all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of the Charity provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles.

HEADINGS

34 Headings

34.1 The headings in these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.

Appendix

Memorandum of Association of The Sheppard Trust as originally constituted

Now deemed part of the Articles of Association under section 28 of the Companies Act 2006

1 Name

1.1 The name of the Company is The Sheppard Trust (the **Charity**).

2 Registered office

2.1 The registered office of the Charity is to be situated in England.

3 Objects

The objects of the Charity are:

3.1 The provision of housing accommodation including Social Housing for women who:

3.1.1 are in need, hardship and distress; and

3.1.2 are aged 55 or over; and

3.1.3 agree to abide by the following values which are based on the Christian faith:

(a) kindness, consideration and compassion to others;

(b) community spirit and co-operation; and

(c) respect for everyone's rights, differences, dignity and choices.

3.2 Such charitable purposes for the benefit of the residents as the trustees decide.

3.3 In this Article 3 Social Housing shall have the same meaning as in section 68 of the Housing and Regeneration Act 2008 as such provision may be amended or replaced from time to time.

4 Powers

4.1 In furtherance of the Objects, but not further or otherwise, and in addition to any other powers it may have the Charity shall have power:

4.1.1 to establish and maintain sheltered housing, residential homes, nursing homes, care homes or other establishments for beneficiaries;

4.1.2 to provide or facilitate the provision of items, services or facilities for beneficiaries, either in their own homes or in the Charity's establishments;

4.1.3 to promote the relief from social isolation and the preservation of independence, dignity and choice of lifestyle of those who may benefit from the Objects;

4.1.4 to make grants, loans and provide other forms of financial assistance to beneficiaries;

4.1.5 to publish or distribute information;

4.1.6 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;

4.1.7 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;

4.1.8 to maintain, alter or equip for use any real or personal estate;

4.1.9 to erect, maintain, improve, or alter any buildings for the time being belonging to the Charity;

4.1.10 subject to such consents as may be required by law, to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Charity;

4.1.11 subject to such consents as may be required by law, to borrow or raise money and to give security for loans or grants;

4.1.12 to make loans of money and to give guarantees and become or give security for the performance of contracts;

4.1.13 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;

4.1.14 to accept any gift or transfer of money or any other property whether or not subject to any special trust;

4.1.15 to raise funds, provided that in doing so the Charity shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;

4.1.16 to purchase or form trading companies alone or jointly with others;

4.1.17 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;

4.1.18 to acquire or merge with any other charity formed for any of the Objects;

4.1.19 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;

4.1.20 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;

4.1.21 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;

4.1.22 to deposit or invest funds with all the powers of a beneficial owner;

4.1.23 to delegate the management of investments to a financial expert but only on terms that:

4.1.23.1 the investment policy is set down in writing for the financial expert by the Directors;

4.1.23.2 every transaction is reported at least once every three months to the Directors or to a committee authorised by the Directors to receive such reports;

4.1.23.3 the performance of the investments is reviewed regularly with the Directors;

4.1.23.4 the Directors shall be entitled to cancel the delegation arrangement at any time;

4.1.23.5 the investment policy and the delegation arrangement are reviewed at least once a year;

4.1.23.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and

4.1.23.7 the financial expert must not do anything outside the powers of the Directors;

and **financial expert** means a person who is reasonably believed by the Directors to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments;

4.1.24 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Directors or of a financial expert (as defined in clause 4.1.23) acting under their instructions and to pay any reasonable fee required;

4.1.25 to insure and arrange insurance cover of every kind and nature in respect of the Charity, its property and assets and take out other insurance policies to protect the Charity, its employees, volunteers or members as required;

4.1.26 to provide indemnity insurance to cover the liability of the Directors or any other officer of the Charity:

4.1.26.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty

of which he may be guilty in relation to the Charity but not extending to:

(a) any liability resulting from conduct which the Directors knew, or must reasonably be assumed to have known, was not in the best interests of the Charity, or where the Directors did not care whether such conduct was in the best interests of the Charity or not;

(b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;

(c) any liability to pay a fine or regulatory penalty.

4.1.26.2 to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Director's liability is his 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;

4.1.27 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Charity provided that the Charity may only employ a Director to the extent permitted in clause 5 of this Memorandum and subject to compliance with the conditions set out there;

4.1.28 subject to the provisions of clause 5 of this Memorandum to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Charity or their dependants;

4.1.29 to enter into contracts to provide services to or on behalf of other bodies;

4.1.30 to establish subsidiary companies to assist or act as agents for the Charity;

4.1.31 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;

4.1.32 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;

4.1.33 to act as trustee of any trust;

4.1.34 to make any charitable donation either in cash or assets;

4.1.35 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Charity;

4.1.36 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity as a company and as a charity;

4.1.37 to do all such other lawful things as are incidental or conducive to the attainment of the Objects or any of them.

5 Application of income and property

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

5.2 None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Charity. This does not prevent a Member who is not also a Director of the Charity receiving:

5.2.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;

5.2.2 reasonable and proper remuneration for any services rendered to the Charity;

5.2.3 interest on money lent to the Charity at a reasonable and proper rate not exceeding the base lending rate prescribed for the time being by a clearing bank in London selected by the Directors;

5.2.4 reasonable and proper rent for premises demised or let to the Charity;

5.2.5 any premium in respect of insurance to cover any of the liabilities specified in clause 4 of this Memorandum.

A Member who is also a Director may only receive a benefit, directly or indirectly, in accordance with clause 5.3 below.

5.3 A Director:

5.3.1 shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;

5.3.2 may receive an indemnity from the Charity in accordance with Article 32;

5.3.3 may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Charity in accordance with clause 4 of this Memorandum;

subject thereto, and to clause 6 of this Memorandum, no Director may receive any payment or other material benefit, directly or indirectly, from the Charity unless:

5.3.4 the payment is expressly permitted in clause 5.4 below and the conditions set out in clause 5.5 are followed; or

5.3.5 the Directors obtain the prior written approval of the Charity Commission.

5.4 A Director may directly or indirectly:

5.4.1 receive a benefit in the capacity of a beneficiary of the Charity;

5.4.2 be employed by the Charity or enter into a contract for the supply of goods or services to the Charity other than for acting as a Director;

5.4.3 receive interest on money lent to the Charity at a reasonable and proper rate not exceeding the base lending rate prescribed for the time being by a clearing bank in London selected by the Directors;

5.4.4 receive reasonable and proper rent for premises demised or let to the Charity;

and a company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued share capital of that company.

5.5 The authority in clause 5.4 above is subject to the following conditions being satisfied:

5.5.1 the remuneration or other sums paid to or for the benefit of the Director do not exceed an amount which is reasonable in all the circumstances;

5.5.2 prior to any payment being made to the Director or for his benefit (other than in his capacity as a beneficiary) an appropriate written contract is concluded between the Director and the Charity containing the full details of his duties and obligations to the Charity the amount of remuneration payable to him and all other relevant terms and conditions and copies of all such contracts are retained by the Charity for inspection by any authorised person;

5.5.3 the other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors shall balance the advantage of employing or contracting with the Director against the disadvantages of doing so (including the loss of the Director's services as a result of dealing with the Director's conflict of interests);

5.5.4 a majority of the Directors then in office have received no such payments in any financial year;

5.5.5 the provisions of sub-clause 5.6 below are observed in relation to any discussions of the Directors concerning that Director’s interest, his remuneration or any variation of his remuneration.

5.6 Whenever a Director has a personal interest directly or indirectly in a matter to be discussed at a meeting of the Directors or a committee of the Directors, the Director concerned shall:

5.6.1 declare an interest at or before discussion begins on the matter;

5.6.2 withdraw from the meeting for that item unless expressly invited to remain in order to give information;

5.6.3 not be counted in the quorum for the part of the meeting devoted to that item; and

5.6.4 withdraw during the vote and have no vote on the matter.

5.7 Clauses 5.6.2 to 5.6.4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in this Memorandum.

6 Charging Clause

6.1 Notwithstanding any other provision of this Memorandum, any firm, company or organisation which possesses specialist skills or knowledge required by the Charity for its proper administration may charge and be paid reasonable and proper charges for work of that nature done by it notwithstanding that one or more of the Directors of the Charity is a director or other senior officer or employee of that firm, company or organisation and such charges may include charges in respect of work carried out by such Director.

7 Limited liability

7.1 The liability of the Members is limited.

8 Guarantee

8.1 Every Member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Charity contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound (£1).

9 Dissolution

9.1 If on the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatever, 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 body having objects which are similar to the Objects and which shall prohibit the payment of any dividend or profit to, or the distribution of its assets amongst its members, to an extent at least as great as is imposed on the Charity by virtue of clause 5 above (as shall be determined by the Members of the Charity).

9.2 If the Charity is a trustee of any trusts at the time it is wound up or dissolved, the Charity shall procure the appointment of a new trustee or trustees of those trusts in the place of the Charity.