

Company No. 00943228  
Charity registered in England and Wales No. 1052076  
and in Scotland No. SC039578

Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

**MEMORANDUM OF ASSOCIATION**

**of**

**SUE RYDER**

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WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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***Name, address and description of each subscriber:***

***Witness to each subscriber:***

SUE RYDER  
Sue Ryder Homes,  
Cavendish, Suffolk.  
Social Worker

Stella Curren  
Sue Ryder Homes,  
Cavendish, Suffolk.  
Secretary

GEOFFREY LEONARD CHESHIRE  
Cavendish, Suffolk.  
R.A.F. Retired

P.R. Baines  
Sue Ryder Homes,  
Cavendish, Suffolk.  
Secretary

E.A. BERTHOUD  
Holts, Little Horkesley, Colchester.  
Consultant

R.N. Coote  
5A Randolph Road, London W9.  
Banker

***Name, address and description of each subscriber:***

***Witness to each subscriber:***

JOHN PRIEST  
71 Westfield Road, Birmingham 15.  
Company Director

Joan Lees  
School House, St. Bees, Cumberland.  
Married Woman

A.M.S. NEAVE  
32 Westminster Gardens, London SW1.  
Company Director

Joy L. Robilliard  
22 Mortimer Court, Abbey Road,  
London NW8.  
Private Secretary

H.N. SPORBORG  
Culver, Much Hadham, Herts.  
Banker

P.A. Buckmaster  
41 Bishopsgate, London EC2.  
Secretary

GRACE GRIFFITH, MB BS  
Warren Cottage, Tiger Hill,  
Bures, Suffolk.  
Physician

M. Bett  
The Old Forge, Assington,  
Colchester, Essex.  
Housewife

**Dated this 20<sup>th</sup> Day of November, 1968**

Companies Acts 1985 to 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF  
SUE RYDER**

(adopted by Special Resolution passed on 12<sup>th</sup> September 2012 and amended by special resolution passed on 23<sup>rd</sup> September 2015\*)

**1 Name**

The name of the company is Sue Ryder (“the Charity”).

**2 Registered Office**

The registered office of the Charity will be situated in England.

**3 Objects**

The Objects of the Charity are:

- 3.1 to provide or assist in the provision of care for persons suffering from any serious or permanent disability, incapacity or illness;
- 3.2 to relieve the needs of those people potentially excluded from society by reason of old age, ill health (physical or mental), disability, poverty, or criminal history, and to assist their integration into society for the public benefit;
- 3.3 to relieve the consequences of old age through the provision of facilities of any kind for the care of the elderly;
- 3.4 to provide education relating to the causes of and the means of relief of ill-health, disability and old age.

**4 Powers**

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

- 4.1 To take over, so far as the law will allow, the assets of, the liabilities of, the right to receive legacies left to, the right to receive covenants payable in favour of, and the other present functions and activities of, the Charity known as the Sue Ryder Foundation registered Charity number 222291, and to continue those functions and activities according to the powers contained in this Memorandum under any Scheme made by the Charity Commissioners to replace the Trusts and Objects of the Sue Ryder Foundation as set out in a Declaration of Trust dated 13<sup>th</sup> November 1958 as amended and to make such applications to the Charity Commissioners or the Courts as are necessary to fulfil the purpose of this Object;
- 4.2 to establish, fit out, furnish, run and maintain residential care homes in the United Kingdom for the purpose of providing for the medical, nursing, spiritual and other needs of those persons who are in need of such homes, in particular those suffering from neurological conditions;
- 4.3 to establish, fit out, furnish, run and maintain hospices in the United Kingdom for the purpose of providing for the medical, nursing, spiritual and other needs of those needing palliative care;
- 4.4 to provide care and support for people in their own homes to enable them to live as independently as possible;
- 4.5 to provide funding for health and social care projects run by the independent Sue Ryder charities, set up by Lady Ryder, in Europe and Southern Africa;
- 4.6 to provide or assist with the provision of spiritual help or guidance for persons resident in the Charity's care, to ensure that all have their spiritual beliefs respected and as far as possible have their spiritual needs enabled;
- 4.7 to provide counselling for people we support and their bereaved families;
- 4.8 to recruit, educate and train persons in the care of the Charity's beneficiaries;
- 4.9 to run prisoner volunteer programmes;
- 4.10 to provide advice or information;
- 4.11 to promote or carry out research and to educate and influence public opinion by all lawful means;
- 4.12 to co-operate with other bodies;
- 4.13 to examine, watch, promote, support or oppose any legislation or administrative action and for that purpose to petition any government department, any municipal, local or other authority or body, and to take such other lawful steps and proceedings (whatever their nature may be) as may be conducive to the attainment of the Objects of the Charity;
- 4.14 to support, administer or set up other charities;
- 4.15 to establish and run shops to raise funds for the Charity by selling donated or second-hand goods of any kind but not in such a way as would constitute permanent trading;

- 4.16 to form and control subsidiary non-charitable limited companies incorporated under the provisions of the Companies Acts in force in England and Wales current at any given time for the purpose of trading, provided that such limited company shall pay its trading profits to the Charity in any manner not in contravention of legislation in force at any given time;
- 4.17 to form joint venture non-charitable limited companies with other charitable companies, provided that such limited companies shall pay the trading profits to the Charity in any manner not in contravention of legislation in force at any given time;
- 4.18 to accept gifts and to raise funds (but not by means of taxable trading);
- 4.19 subject to any consent required by law, to borrow or raise money in such terms on such security and on such conditions as it may think suitable;
- 4.20 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 4.21 to acquire or hire property of any kind;
- 4.22 subject to any consent required by law, to sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property of all and any kinds, with or without payment and subject to such conditions as it may think suitable;
- 4.23 to make grants or loans either in cash or assets and to give guarantees;
- 4.24 to set aside funds for special purposes or as reserves against future expenditure;
- 4.25 to acquire and undertake all or any part of the property, assets, liabilities and engagements of any persons, trust, corporations, associations or other bodies pursuing the Objects;
- 4.26 to amalgamate with any charity operating in furtherance of the Objects or similar charitable purposes;
- 4.27 to strive, by all means possible, to involve members of the public in the activities and interests of those in the Charity's care;
- 4.28 to deposit or invest its 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);
- 4.29 to delegate the management of investments to a financial expert, but only on terms that:
  - a) the investment policy is set down in writing for the financial expert by the Trustees;
  - b) timely reports of all transactions are provided to the Trustees;
  - c) the performance of the investments is reviewed regularly with the Trustees;
  - d) the Trustees are entitled to cancel the delegation arrangement at any time;

- e) the investment policy and the delegation arrangement are reviewed at least once a year;
  - f) 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 Trustees on receipt; and
  - g) the financial expert must not do anything outside the powers of the Charity;
- 4.30 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.31 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.32 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.33 to insure any Trustee against the costs of a successful defence to a criminal prosecution brought against him or her as a charity trustee of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty;
- 4.34 subject to Article 8.3, to employ paid or unpaid agents, employees or advisers;
- 4.35 to establish and maintain or procure the establishment of pensions and retirement benefits to employees of the Charity and to their dependants and pay contributions to funds or schemes for providing pensions and retirement benefits for employees of the Charity and their dependants;
- 4.36 to enter into contracts to provide services to or on behalf of other bodies;
- 4.37 to establish or acquire subsidiary companies;
- 4.38 to act as executor, administrator or trustee of any estate in which the Charity is beneficially interested and to do all such acts or things as may be required of an executor, administrator or trustee to perform such duties, including applying for and taking out letters of administration (whether through a nominee(s) or not)\*;
- 4.39 to do anything else within the law which promotes or helps to promote the Objects.

## **5 The Trustees**

- 5.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 5.2 The subscribers to the Memorandum (being the first Members) are also the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.

- 5.3 The Trustees when complete consist of at least 7 and not more than 13 persons, being individuals over the age of 18, all of whom must support the Objects.
- 5.4 A Trustee may not act as a Trustee unless he/she
- a) is a Member; and
  - b) has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 5.5 Trustees are appointed for three years. After three years Trustees are eligible for re-election twice.
- 5.6 A Trustee's term of office as such automatically terminates if he/she:
- a) is disqualified under the Charities Act from acting as a charity trustee
  - b) is incapable, whether mentally or physically, of managing his/her own affairs;
  - c) is absent without good reason from three consecutive meetings of the Trustees and the Trustees so resolve; or
  - d) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
  - e) is removed by the Members at a general meeting under the Companies Act.
- 5.7 The Trustees may at any time co-opt any individual who is eligible under Article 5.3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 5.3) as an additional Trustee, but a co-opted Trustee holds office only for one year.
- 5.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **6 Trustees' proceedings**

- 6.1 The Trustees must hold at least 4 meetings each year
- 6.2 A quorum at a meeting of the Trustees is 5 Trustees.
- 6.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 6.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who

has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

- 6.6 Every Trustee has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote.
- 6.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **7 Trustees' powers**

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 7.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 7.2 To appoint (and remove from those posts) a Chair and Vice-Chair from among their number.
- 7.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be a Trustee and all proceedings of committees must be reported to the Council.
- 7.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 7.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 7.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 7.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 7.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

## **8 Benefits and Conflicts**

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but, subject to compliance with Article 8.4:
  - a) Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;



- b) Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - c) Trustees and Connected Persons may receive charitable benefits on the same terms as any other Beneficiaries.
- 8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- a) as mentioned in Articles 8.1 or 8.5;
  - b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - c) the benefit of indemnity insurance as permitted by the Charities Act;
  - d) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - e) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 8.3 Subject to Clause 8.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- a) declare the nature and extent of his or her interest before discussion begins on the matter;
  - b) withdraw from the meeting for that item after providing any information requested by the Trustees;
  - c) not be counted in the quorum for that part of the meeting; and
  - d) be absent during the vote and have no vote on the matter.
- 8.4 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 payment or material benefit from the Charity or

- d) refrain from taking any step required to remove the conflict.
- 8.5 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## **9 Records and Accounts**

- 9.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- a) annual returns;
  - b) annual reports; and
  - c) annual statements of account.
- 9.2 The Trustees must also keep records of:
- a) all proceedings at meetings of the Trustees;
  - b) all resolutions in writing;
  - c) all reports of committees; and
  - d) all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours
- 9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## **10 Membership**

- 10.1 The Charity must maintain a register of Members.
- 10.2 The subscribers to the Memorandum are the first Members.
- 10.3 Membership is open only to the Trustees and is terminated if the Member concerned ceases to be a Trustee.
- 10.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 10.5 Membership is not transferable.

## **11 General Meetings**

- 11.1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting).
- 11.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) at least 28 clear days' written notice setting out the terms of the proposed special resolution.
- 11.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two.
- 11.4 The Chair at a general meeting is elected by the Members present in person or by proxy in his/her capacity as a Member and not as proxy for another Member.
- 11.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 11.6 Every Member present in person or by proxy has one vote on each issue.
- 11.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 11.8 The Charity may (but need not) hold an AGM in any year.
- 11.9 Members being Trustees must annually:
- a) receive the accounts of the Charity for the previous financial year;
  - b) receive a written report on the Charity's activities;
  - c) be informed of the retirement of those Trustees who wish to retire;
  - d) elect Trustees to fill the vacancies arising;
  - e) appoint reporting accountants or auditors for the Charity;
- 11.10 Members may also from time to time confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity.
- 11.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10%

of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

11.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

## **12 Limited Liability**

The liability of Members is limited.

## **13 Guarantee**

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 13.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 13.2 payment of the costs, charges and expenses of winding up; and
- 13.3 the adjustment of rights of contributors among themselves.

## **14 Communications**

14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- a) by hand;
- b) by post;
- c) by suitable electronic means;

14.2 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.

14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- b) two clear days after being sent by first class post to that address;
- c) three clear days after being sent by second class or overseas post to that address;
- d) immediately on being handed to the recipient personally; or, if earlier,

e) as soon as the recipient acknowledges actual receipt.

14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **15 Dissolution**

15.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- b) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- c) in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

15.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

## **16 Interpretation**

16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

16.2 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 and ‘Article’ refers to a particular Article;

‘Beneficiaries’ means the beneficiaries of the Charity as defined in Article 1;

‘Chair’ means the chairman of the Trustees;

‘charitable’ means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word charitable or the words ‘charitable purpose’ in force in any part of the United Kingdom;

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

‘the Charities Act’ means the Charities Acts 1992 to 2006;

‘charity trustee’ has the meaning prescribed by 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 or any body which replaces it;

‘the Companies Act’ means the Companies Acts 1985 to 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee 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, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘Council’ means the body of Trustees;

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

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘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;

‘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 act or omission amounts to a criminal offence or 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, direct or indirect, 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 which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

‘the Objects’ means the Objects of the Charity as defined in Article 1;

‘Resolution in writing’ means a written resolution of the Trustees;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘taxable trading’ means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors;

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

16.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

16.4 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.

16.5 For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.