

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association

of

St Joseph Foundation UK

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212792/0001/001255491

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Memorandum of Association of St Joseph Foundation UK

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

Name of each subscriber

Authentication by each subscriber

Cooperativa Sociale Istituto San Giuseppe (FI-472745)

Dated 24 September 2014

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Articles of Association
of
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Articles of Association of St Joseph Foundation UK

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

2.1 The objects of the Charity are, for the public benefit:

2.1.1 to advance education, in particular, but not exclusively, by the provision of English language teaching to students from schools in Italy; and

2.1.2 to advance the Roman Catholic religion, in particular in association with educational activity.

3. Powers

To further its objects the Charity may:

3.1 provide and assist in the provision of money, materials or other help;

3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

3.5 provide or procure the provision of counselling and guidance;

3.6 provide or procure the provision of advice;

3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

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

- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.21 subject to Article 4 (limitation on private benefits):
 - 3.21.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);

- 3.24 undertake and execute charitable trusts;
- 3.25 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.26 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.28 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.30 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.31 do all such other lawful things as may further the Charity’s objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to the Member

- 4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member. This shall not prevent any payment in good faith of:
 - 4.2.1 Reasonable and proper remuneration to the Member for any goods and services supplied to the Charity;
 - 4.2.2 interest at a reasonable and proper rate on money lent by the Member to the Charity;
 - 4.2.3 reasonable and proper rent for premises let by the Member to the Charity; and
 - 4.2.4 any application of funds to common charitable objects of the Charity and the Member.

Permitted benefits to Trustees and Connected Persons

- 4.3 No Trustee may:

- 4.3.1 sell goods, services or any interest in land to the Charity;
- 4.3.2 be employed by, or receive any remuneration from, the Charity; or
- 4.3.3 receive any other financial benefit from the Charity;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission.

4.4 A Trustee may receive the following benefits from the Charity:

- 4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
- 4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity;
- 4.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision and Article 4.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;
- 4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity;
- 4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.30; and
- 4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 21 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

4.5 A Trustee may receive the following benefits from any Subsidiary Company:

- 4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company;
- 4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
- 4.5.3 A Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.5.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 4.5.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of the Member

The liability of the Member is limited to £1, which the Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEE

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

8. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

9. Trustees may delegate

9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

11. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

11.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

11.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

12. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 12.2 timely reports of all transactions are provided to the Trustees;
- 12.3 the performance of the investments is reviewed regularly with the Trustees;
- 12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 12.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 12.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

13. Power to change name of Charity

Only the Member may change the name of the Charity.

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

Subject to Article 13 any decision of the Trustees must be either:

- 14.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
- 14.2 a unanimous decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all the Trustees agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
 - 15.4.1 the place, day and time of the meeting;
 - 15.4.2 the general nature of the business to be considered at such meeting; and

15.4.3 if it is anticipated that Trustees 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.

15.5 Notice of Trustees' meetings need not be in Writing.

15.6 Article 35 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

16. Participation in Trustees' meetings

16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

16.1.1 the meeting has been called and takes place in accordance with the Articles; and

16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

17. Quorum for Trustees' meetings

17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.

18. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

19. Casting vote

19.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. Unanimous decisions without a meeting

- 20.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote.
- 20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 20.3 A decision which is made in accordance with this Article 20 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 20.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
 - 20.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 20.3;
 - 20.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
 - 20.3.4 the Recipient must prepare a minute of the decision in accordance with Article 39 (minutes).

21. Conflicts of interest

Declaration of interests

- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
 - 21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

21.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

21.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.30;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 21.5.

21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

21.5.2 not be counted in the quorum for that part of the process ; and

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

Continuing duties to the Charity

21.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

21.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

21.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept.

23. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

24. Trustee's discretion to make further rules

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

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be at least three Trustees of whom at least two shall not hold any office with the Member.

26. Appointment of Trustees and retirement of Trustees

26.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.

Appointment of Trustees

26.2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by the Member serving written notice on the Charity.

27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

27.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

- 27.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 27.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 27.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 27.7 he or she is removed by the Member serving written notice on the Charity.

PATRONS

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to the Member.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Becoming a Member

- 29.1 The Charity's sole member is Cooperativa Sociale Istituto San Giuseppe ("the **Member**").
- 29.2 In the event of a bona fide reconstruction of the Member without insolvency the Trustees shall admit its successor organisation as member.

Authorised representative

- 29.3 The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he or she is the representative of the Member shall be noted in the register of members. The Member shall be able to replace its representative with another individual by giving notice in writing to the Charity.

30. Termination of membership

- 30.1 Subject to Article 29.2, membership is not transferable.

- 30.2 In the event that the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over its assets or an order made or a resolution passed for its winding up, the Member's membership shall automatically cease, and the Trustees shall, after consultation (as far as practicable) with representatives of the former Member admit any other person or persons willing to become a member or members of the Charity to membership.

DECISION-MAKING BY THE MEMBER

31. The Trustees may call a general meeting of the members at any time.
32. Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
33. Decisions of the Member can be made:
- 33.1 by the Member (either itself or via its authorised representative) notifying the Charity of a decision the Member has made. Such notifications shall be in writing and made within 14 days of the date of the decision;
- 33.2 by passing a written resolution in accordance with the provisions of the Companies Acts which is signed by an authorised representative of the Member; or
- 33.3 by passing a resolution at a general meeting convened and held in accordance with the provisions of the Companies Acts.
34. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

35. Communications by the Charity

Methods of communication

- 35.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts 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 the Charity, including without limitation:
- 35.1.1 in Hard Copy Form;
- 35.1.2 in Electronic Form; or
- 35.1.3 by making it available on a website.

- 35.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 35.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 35.4 The Member present in person or by proxy via its authorised representative at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 35.5 Where any Document or information is sent or supplied by the Charity to the Member:
- 35.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 35.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 35.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 35.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 35.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 35.7.1 if the Document or information has been sent to the Member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the Member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;

35.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the Member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

35.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

35.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

36. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity.

37. Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

37.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

37.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

38. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

39. Minutes

The Trustees must cause minutes to be made:

39.1 of all appointments of officers made by the Trustees;

39.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

39.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

40. Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 40.1 annual reports;
- 40.2 annual returns; and
- 40.3 annual statements of account.

41. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

42. Winding up

42.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Member or, subject to any resolution of the Member, Trustees, may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

42.1.1 directly for the objects of the Charity; or

42.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

- (a) for purposes similar to the objects of the Charity; or
- (b) for use for particular purposes that fall within the objects of the Charity.

42.2 If no resolution is passed in accordance with Article 42.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2 “Articles”	The Charity’s articles of association;
1.3 “Chair”	Has the meaning given in Article 8;
1.4 “Charity”	St Joseph Foundation UK;
1.5 “Clear Days”	in relation to the period of a notice, that 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;
1.6 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.7 “Connected”	in relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

- 1.8 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.9 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.10 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.11 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.12 **“Cooperativa Sociale Istituto San Giuseppe”** Istituto San Giuseppe, Societa Cooperativa A R.L., whose registered office is Via Vincenzo Gioberti, 3 50121 Firenze, Italy;
- 1.13 **“Member”** means Cooperativa Sociale Istituto San Giuseppe;
- 1.14 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.15 **“Secretary”** the secretary of the Charity (if any);
- 1.16 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.17 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 1.18 **“Writing”** 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.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the

Companies Act 2006 as in force on the date when the Articles became binding on the Charity.