

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

Home-Start Kettering Area

Incorporated on Friday July 11th 2025

THE CHARITIES ACT 2011

CONSTITUTION

of

Home-Start Kettering Area

INTERPRETATION

1. Defined terms

In the Articles:

Authenticated Document

means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, that contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement).

Chair

means the chair of the Trustees.

Charities Act

means the Charities Act 2011.

Charity

means the company governed by the Articles.

Charity Trustee

has the meaning prescribed by section 177 of the Charities.

Clear Days

means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect.

Commission

means the Charity Commission for England and Wales.

Companies Act

means the Companies Act 2006.

Connected Person

means any person falling within one of the following categories:

- a. any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- b. the spouse or civil partner of any person in (a); or
- c. any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- d. an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- e. a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the **Charities Act** apply for the purposes of interpreting the terms used in this Article.

Financial Expert

means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000.

Home-Start UK

means the charitable company registered with company number 05382181 and charity number 1108837.

Material Benefit

means a benefit that may or may not be financial but that has a monetary value.

Member and Membership

refer to membership of the Charity.

Month

means calendar month.

Objects

means the objects of the Charity set out in Article 4.

Ordinary Resolution

means a resolution of the **Members** that is passed by a simple majority.

Properly Incurred

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity.

Relevant Liability

means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

- a. to pay a criminal fine;
- b. to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- c. for defending criminal proceedings in which he or she is convicted;
- d. for defending civil proceedings in which judgment is given against him or her;

- e. in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity.

Secretary

means the company secretary of the Charity.

Special Resolution

means a resolution of the Members that is passed by a majority of 75% or more.

Trustee

means a director of the Charity, and includes any person occupying the position of director, by whatever name called.

Written or In Writing

refers to a legible document on paper or a document that can be printed onto paper including an electronic mail.

Year

means calendar year.

1.1 The defined terms in Article 1 shall apply.

1.2 Words or expressions that are defined in Article 1 are shown in bold type when they first appear in these Articles and capitalised thereafter.

1.3 Except where the context requires otherwise, expressions defined in the **Companies Act** have the same meaning in the Articles.

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

1.5 Articles 4, 5.23, 11 and 23 shall not be amended without the prior **Written** consent of the **Commission**, unless the proposed amendments are permitted without such written consent.

2 Name and Registered Office

2.1 The name of the Charity is Home-Start Kettering Area.

2.2 The registered office of the Charity is to be in England and Wales.

3 Exclusion of model articles

The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.

OBJECTS AND POWERS**4. Objects**

4.1 The **objects** of the Charity are:

4.1.1 to safeguard, protect and preserve the good health, both mental and physical, of children and parents of children;

- 4.1.2 to prevent cruelty to or maltreatment of children;
- 4.1.3 to relieve sickness, poverty and need amongst children and parents of children;
- 4.1.4 to promote the education of the public in better standards of child care;
principally but not exclusively within the area of Kettering and its environs.

5 Powers

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

- 5.1 to promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 5.2 to provide advice;
- 5.3 to organise meetings, social gatherings of beneficiaries, lectures, conferences broadcasts or courses of instruction;
- 5.4 to publish or distribute information;
- 5.5 to co-operate or collaborate with other bodies and engage in joint ventures;
- 5.6 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 5.7 to support, administer or set up other charities and undertake and execute charitable trusts;
- 5.8 to raise funds including by trade in the course of carrying out the objects of the Charity and to carry on any other trade which is not expected to give rise to taxable profits;
- 5.9 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 5.10 to borrow money and give security for loans for any purpose including for the purposes of investment or of raising funds, including charging property as security for repayment of money borrowed or as security for a grant or the discharge of any obligation (but only in accordance with the restrictions imposed by the Charities Act);
- 5.11 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 5.12 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 5.13 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 5.14 to pay any rent and other outgoings and expenses in relation to property and to do all such other things as may be necessary for (or incidental to) the use, maintenance, alteration or improvement of such property;
- 5.15 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 5.16 to make grants or loans of money and to give guarantees;
- 5.17 to set aside funds for special purposes or as reserves against future expenditure;

- 5.18 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.19 to deposit or invest funds in any manner, including to make social investments in accordance with the Charities (Protection and Social Investment) Act 2016 (but, where the Trustees deem it necessary in all the circumstances, to obtain advice from a **Financial Expert** in relation to such deposits or investments);
- 5.20 to delegate the management of investments to a Financial Expert, but only on terms that:
- 5.20.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;
 - 5.20.2 require the Financial Expert to report every transaction to the Trustees;
 - 5.20.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
 - 5.20.4 entitle the Trustees to cancel the delegation arrangement at any time;
 - 5.20.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;
 - 5.20.6 require all payments to the Financial Expert to be on a scale or at a level that is agreed in advance and to be notified promptly to the Trustees on receipt; and
 - 5.20.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 5.21 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 5.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.23 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission that is or is alleged to be a breach of trust or breach of duty, provided that such insurance may not cover any personal liability where the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 5.24 subject to Article 11, to engage, employees, consultants, advisers, agents and volunteers;
- 5.25 to provide and contribute to superannuation or pension funds for the employees and workers of the Charity or any of them or otherwise to make provision for such employees and workers and their dependants;
- 5.26 to enter into contracts to provide services to or on behalf of other bodies;
- 5.27 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 5.28 to establish or acquire subsidiary companies;

5.29 to pay the reasonable and proper costs of forming and administering the Charity; and

5.30 to do anything else within the law that promotes or helps to promote the Objects.

6 Application of income and property

The income and property of the Charity shall only be applied to promote the Objects.

TRUSTEES

7 The Trustees

7.1 The Trustees, as Charity Trustees, have control of the Charity and its property and funds.

7.2 The Trustees are the only Members of the Charity.

7.3 The number of Trustees shall be not less than four and not more than 12 individuals all of whom must be at least 18 years of age.

7.4 Any person who is willing to act as a Trustee and a **Member** of the Charity and is permitted to be so appointed by the law and the Articles, may be appointed to be a Trustee by a decision of the Charity Trustees in accordance with Article 7.5.

7.5 The Trustees may at any time decide to appoint a new Trustee, whether in place of a Trustee who has retired or been removed, or as an additional Trustee, provided that the limit specified in Article 7.3 on the number of Trustees would not as a result be exceeded.

7.6 Subject to earlier termination under Article 7.11, Trustees shall hold office for a period of up to four years from the date of their appointment by the Trustees.

7.7 Any retiring Trustee who remains qualified may be re-appointed by the Trustees for no more than two further consecutive terms of up to four years each. The maximum term of office of any Trustee is 12 consecutive years. In calculating the maximum total term of office for any Trustee, time spent as a Trustee before the adoption of these Articles shall (subject to Article 7.1) be taken into account.

7.8 In exceptional circumstances, a retiring Trustee who has served the upper limit of consecutive years in total may be reappointed by the Trustees for up to one year.

7.9 On retirement after the upper limit of years in office pursuant to Article 7.7 or pursuant to Article 7.8, a Trustee is ineligible for re-appointment for a period of one calendar year. After that one-year period, the Trustee becomes eligible for appointment under these Articles as if they had not previously served as a Trustee.

7.10 Transitional provision

If at the time these Articles are adopted a Trustee has already been in office for the upper limit, such a Trustee may remain in office for a period of no more than 12 months from the date of adoption to allow the Charity to identify a replacement, provided that the Trustees determine that such an extension is in the Charity's best interests. Following this period of extension, the Trustee in question is ineligible for re-appointment for a period of one calendar year, after which they will be eligible for appointment under these Articles as if they had not previously served as a Trustee.

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

- 7.11.1 is disqualified under the Charities Act from acting as a Charity Trustee;
- 7.11.2 is incapable, whether mentally or physically, of managing his or her own affairs and the Trustees resolve that his or her office be vacated;
- 7.11.3 is absent from four consecutive meetings of the Trustees, unless before then the Trustees have resolved that his or her reason for absence is sufficient;
- 7.11.4 ceases to be a Member;
- 7.11.5 resigns by Written notice to the Trustees (but only if at least two Trustees will remain in office); or
- 7.11.6 is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

8 Irregularities regarding Trustee decision making

All acts done by a meeting of the Trustees or by any person acting as a Trustee shall be valid even if it is discovered afterwards that there was some defect in the appointment of any person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his or her office.

9 Proceedings of Trustees

- 9.1 The Trustees must hold at least four meetings each Year.
- 9.2 A quorum at a meeting of the Trustees is three Trustees.
- 9.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** to give such notice.
- 9.4 A meeting of the Trustees may be held either in person or by suitable electronic or other means agreed by the Trustees in which all participants may communicate with all the other participants.
- 9.5 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.
- 9.6 Every issue may be determined at a meeting by a simple majority of the votes cast. Except for the Chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 9.7 A Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:

- 9.7.1 the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
- 9.7.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 9.8 A Trustee must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 9.8.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
- 9.8.2 the situation is authorised by the Trustees in accordance with Article 9.9; or
- 9.8.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 5.23.
- 9.9 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- 9.9.1 the procedure in Article 9.10 is followed;
- 9.9.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Connected Person** that would not be permitted by Article 11; and
- 9.9.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 9.10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 9.10.1 declare his or her interest before discussion begins on the matter;
- 9.10.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- 9.10.3 not be counted in the quorum for that part of the meeting;
- 9.10.4 withdraw during the vote and have no vote on the matter.
- 9.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10 Powers of Trustees

- 10.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Act, the Articles or any **Special Resolution**.
- 10.2 Without prejudice to Article 10.1, the Trustees may:
- 10.2.1 appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;
- 10.2.2 appoint a Chair and other honorary officers from among their number;
- 10.2.3 delegate any of their functions to:
- a. any person(s); or
 - b. committee(s) consisting of two or more individuals appointed by them (but at least [one] member of every committee must be a Trustee),

provided that all material proceedings of such persons or committees should be reported promptly to the Trustees;

10.2.4 make regulations consistent with the Articles and the Companies Act to govern:

- a. proceedings at general meetings;
- b. proceedings at meetings of Trustees and meetings of committees; and
- c. the administration of the Charity and the use of its seal (if any);

10.2.5 establish procedures to assist the resolution of disputes within the Charity;

10.2.6 exercise any powers of the Charity that are not reserved to a general meeting.

10.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 7.3 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.

BENEFITS

11 Benefits to Members and Trustees

11.1 The property and funds of the Charity must be used only for promoting the Objects and Trustees, Connected Persons and Members must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity but:

11.1.1 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payments for goods or services supplied;

11.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

11.1.3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

11.1.4 Members, Trustees and Connected Persons who are beneficiaries may receive charitable benefits on the same terms as any other beneficiaries provided that a majority of the Trustees do not benefit in this way;

11.1.5 Trustees may be paid reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

11.1.6 Trustees may benefit from trustee indemnity insurance purchased pursuant to Article 0 and as permitted by the Charities Act;

11.1.7 the Charity may indemnify Trustees in accordance with Article 22;

11.1.8 in exceptional cases, the Charity may make other payments or provide other benefits to Trustees or Connected Persons (but only with the written approval of the **Commission** in advance and where required by the Act the approval or affirmation of the Members).

11.2 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 11.1.8, but any Trustee or Connected Person may enter into a written contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

- 11.2.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such contract;
- 11.2.2 any conflict of interests is authorised by the Trustees in accordance with Article 9.9;
- 11.2.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 9.10;
- 11.2.4 in any financial year, no more than half of the Trustees are subject to such a contract (or have a Connected Person who is subject to such a contract).

MEMBERS

12 Membership

- 12.1 The Charity must maintain a register of Members in accordance with the Companies Act.
- 12.2 The subscribers to the Memorandum are the first Members. Any person who is appointed as a Trustee will, by virtue of that appointment, agree to become a Member and accordingly will be entered in the register of Members. No person other than a Trustee may be admitted as a Member.
- 12.3 Membership is not transferable.
- 12.4 A person shall automatically cease to be a Member when they cease to be a Trustee and shall be removed from the Register of Members.
- 12.5 the Trustees may establish one or more categories of supporters of the Charity who are not Members of the Charity for the purposes of the Companies Act and who shall therefore have no right to attend or vote at general meetings of the Charity. The Trustees may set out the rights and obligations of such supporters in rules or regulations.

13 General Meetings (including Annual General Meetings)

- 13.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 13.2 There is a quorum at a general meeting if the number of Members in person or by proxy is at least four.
- 13.3 The Chair or (if the Chair is unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 13.4 A general meeting may be called at any time by the Trustees or any of them.
- 13.5 A general meeting may be held either in person or by suitable electronic or other means agreed by the Members in which all participants may communicate with all the other participants.

14 Appointment of proxies

- 14.1 Proxies may only be validly appointed by a notice In Writing that:
- 14.1.1 states the name and address of the Member appointing the proxy;
 - 14.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 14.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
 - 14.1.4 is delivered to the Charity in accordance with Article 19.5;
 - 14.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 14.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 14.3 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.
- 14.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 14.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - 14.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 14.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 19.5, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

15 Voting at general meetings

- 15.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 15.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 15.3 Subject to Article 15.4, every Member present in person or by proxy has one vote on each issue.
- 15.4 A person who has been appointed as proxy for more than one Member has one vote on a show of hands for each Member.
- 15.5 A poll on a resolution may be demanded:
- 15.5.1 in advance of the general meeting where it is to be put to the vote; or
 - 15.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 15.6 A poll may be demanded by any Member.
- 15.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the meeting consents to the withdrawal.
- 15.8 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

16 Written Resolutions

- 16.1 Subject to Article 16.8, a resolution In Writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** that has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement.
- 16.2 Subject to Article 16.8, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 16.3 A written resolution may be proposed by the Trustees or by 5% or more of the Members (on written request to the Trustees).
- 16.4 The Trustees must circulate any proposed written resolution to all Members, together with:
- 16.4.1 any accompanying statement;
 - 16.4.2 guidance on how to signify agreement to the resolution; and
 - 16.4.3 the date by which the resolution must be passed if it is not to lapse.
- 16.5 A Member signifies agreement to a proposed written resolution when the Charity receives from him or her an Authenticated Document (whether in hard copy or electronic form) identifying the resolution to which it relates and his or her agreement to it.
- 16.6 Subject to Article 16.7, a written resolution is passed when:
- 16.6.1 in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and
 - 16.6.2 in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.
- 16.7 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 16.8 The following may not be passed as a written resolution:
- 16.8.1 a resolution to remove a Trustee before his or her period of office expires; and
 - 16.8.2 a resolution to remove an auditor before his or her period of office expires.

17 Irregularities regarding Member decision making

The proceedings of any meeting or 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 by accidental omission to give or any non-receipt of notice) or 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.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

18 Records and Accounts

- 18.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 18.1.1 annual reports;
 - 18.1.2 annual returns; and
 - 18.1.3 annual statements of account.
- 18.2 The Trustees must keep proper records of:
- 18.2.1 all resolutions of Members passed otherwise than at a general meeting;
 - 18.2.2 all proceedings at general meetings;
 - 18.2.3 all decisions of the Trustees (whether taken at a meeting or otherwise);
 - 18.2.4 all reports of committees; and
 - 18.2.5 all professional advice obtained.
- 18.3 The records referred to in Articles 18.2.1, 18.2.2 and 18.2.3 must be kept for ten years from the date of the resolution, general meeting or Trustees' meeting, as relevant.
- 18.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 18.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

19 Communication with Members

- 19.1 The Charity may validly send or supply any document (including any notice) or information to a Member:
- 19.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;
 - 19.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
 - 19.1.3 by electronic mail to an email address notified by the Member in Writing; or
 - 19.1.4 by means of a website the address of which has been notified to the Member in Writing;
- in accordance with this Article 19.

19.2 The Charity may only send a document or information to a Member by electronic mail:

19.2.1 where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and

19.2.2 to the address specified for that purpose by the Member.

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

19.3.1 24 hours after being sent by electronic mail or delivered by hand to the relevant address;

19.3.2 two Clear Days after being sent by first class post to the relevant address;

19.3.3 three Clear Days after being sent by second class or overseas post to the relevant address;

19.3.4 on being handed to the Member [(or, in the case of a Member organisation, its Authorised Representative)] personally; or if earlier

19.3.5 as soon as the Member acknowledges actual receipt.

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

19.5 Members may validly send any notice or document to the Charity:

19.5.1 by post to

a. the Charity's registered office; or

b. any other address specified by the Charity for such purposes;

19.5.2 to any email address provided by the Charity for such purposes.

20 Disputes

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

21 Guarantee

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:

21.1 payment of the Charity's debts and liabilities contracted before they cease to be a Member;

21.2 payment of the costs, charges and expenses of the winding up; and

21.3 adjustment of the rights of the contributories among themselves.

22 Indemnity

The Charity shall indemnify every Trustee in respect of any liabilities in running the Charity to the extent permitted by the Companies Act.

23 Winding Up

23.1 Subject to Article 23.2 below, If the Charity is dissolved, the residual assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

23.1.1 by transfer to one or more neighbouring Home-Start schemes in [England and Wales];

23.1.2 in such manner consistent with charitable status as approved by Home-Start UK.

23.2 Provided that nothing in these Articles shall authorise an application of all or any part of the residual assets of the Charity in contravention of any restrictions or conditions imposed by a funder or third party which the Charity is required to observe or honour in relation to the assets funds or property received from the funder or third party.

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

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

ADOPTED AT A MEETING HELD

AT (Place) Woodcroft Scout Centre, London Road, Kettering

ON (Date) Friday July 7th 2025

NAME Keith Wright

OCCUPATION CHAIR

SIGNATURE

(Name and signature of **Chair** of meeting) WITNESSED BY:

NAME

CRISPIN HARBOROW

ADDRESS

THORPE MAESOR HALL, THORPE MAESOR, KETTERING
NN14 1TE

OCCUPATION

CHARTERED SURVEYOR.

SIGNATURE

Crispin Harborow

(Name, address, occupation and signature)