



Title: Board Recruitment Update

Report of: TGHC Interim Managing Director

Purpose of Report

1. To note the amended articles of association.
2. To note a recent change in Council trustee on Keelman Homes.
3. To provide an update on progress being made to recruit to the two vacant ordinary trustee positions.

Background

4. The Articles of Association require that Council trustees shall be appointed by the Council to serve for a period of office as shall be confirmed by the Council.
5. In November 2018, the composition of the Board increased to nine members; two nominated by Gateshead Council, one nominated by TGHC and an increase in the number of independent trustees from four to six.
6. As a result of the increase in the number of independent trustees, it was necessary to go through a recruitment exercise to appoint an additional two trustees onto the Board.

Amendment to Articles

7. The Articles have been amended by special resolution after being passed by 75% of the trustees of Keelman Homes.
8. These have been filed with Companies House. A copy of the amended Articles is attached as an Appendix.

Appointment of Council Trustee

9. Councillor Leigh Kirton was appointed as a Council trustee on Keelman Homes by Gateshead Council in June 2017.
10. Keelman Homes received written notification from the Council on 28 June 2019 that Councillor Leigh Kirton was being replaced by Councillor John Adams with immediate effect.

Recruitment of Ordinary Trustees

11. An advert was placed on Keelman Homes website and North East Jobs during June 2019 for the recruitment of two trustees.
12. The closing date for applications was Friday, 21 June 2019. Unfortunately, only two cvs were received and it was necessary to re-advertise.
13. The vacancies have been re-advertised on Keelman Homes website and North East jobs with a closing date of Sunday, 28 July 2019. The vacancies are also being promoted through Linked-In, Twitter and Facebook.

Equality and Diversity Implications

14. There are no equality and diversity implications directly arising from this report.

Financial Implications

15. There are no financial implications directly arising from this report.

Impact on Customers

16. There was no impact on customers as a result of compiling this report.

Risk Management Implications

17. Appropriate controls are in place to mitigate any inability to fill positions on the Board.

Value for Money Implications

18. There are no value for money implications directly arising from this report.

Health Implications

19. There are no health implications directly arising from this report.

Environmental Implications

20. There are no environmental implications directly arising from this report.

Recommendations

21. The amended articles of association be noted.
22. The appointment of Councillor John Adams as Council trustee on Keelman Homes be noted.
23. Progress recruiting to the vacancies on the Board for two trustees be noted.

Registered Number - 6972673

Company limited by guarantee and not having a share capital

Articles of Association

of

Keelman Homes Limited

1 Name

The name of the company is Keelman Homes Limited (the **Charity**).

2 Registered office

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

3 Objects

The Objects of the Charity are in the United Kingdom (the **Area of Benefit**):

- (a) to provide houses or hostels or other residential accommodation and any associated amenities for persons in necessitous circumstances upon terms appropriate to their means;
- (b) to provide for aged, disabled (whether physically or mentally), or chronically sick persons in need thereof houses or hostels or other residential accommodation and any associated amenities specially designed or adapted to meet the disabilities and requirements of such persons;
- (c) to provide services, advice or assistance upon terms appropriate to their means to aged, disabled (whether physically or mentally) or chronically sick persons or other persons in necessitous circumstances in need thereof and providing any associated amenities specially designed or adapted to meet the disabilities and requirements of such persons;
- (d) the provision of recreation or other leisure facilities in the interest of social welfare with the object of improving the conditions of life for the residents of the Area of Benefit;
- (e) the relief of poverty amongst the residents of the Area of Benefit;
- (f) the advancement of education, training or retraining, particularly among unemployed people and providing unemployed people with work experience;
- (g) the maintenance, improvement or provision of public amenities for the public benefit in the interests of regeneration in areas of social and economic deprivation in which the Charity owns or manages housing stock; and
- (h) such other charitable purposes beneficial to the public consistent with the objects above as the Trustees shall in their absolute discretion determine.

4 Powers

4.1 The Charity shall have the power to do anything that a natural or corporate person can lawfully do which is necessary or expedient to achieve its Objects except as expressly prohibited in the Articles.

4.2 Without limiting its general powers the Charity shall have the following powers:

- 4.2.1 to acquire or hire property of any kind,
- 4.2.2 to construct, maintain and alter buildings,
- 4.2.3 to provide services and facilities including not only the provision of land and buildings but also the organisation of recreational or other leisure time activities,
- 4.2.4 to co-operate and enter into arrangements with other bodies including any authorities, national, local or otherwise,
- 4.2.5 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act), and to set rents and service charges for such properties,
- 4.2.6 to promote or carry out research,
- 4.2.7 to provide advice,
- 4.2.8 to publish or distribute information,
- 4.2.9 to support, administer or set up other charities,
- 4.2.10 to raise funds (but not by undertaking any substantial permanent trading activities),
- 4.2.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act),
- 4.2.12 to make grants or loans of money and to give guarantees,
- 4.2.13 to set aside funds for special purposes or as reserves against future expenditure,
- 4.2.14 to deposit or invest in 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),
- 4.2.15 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) every transaction is reported promptly 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 Trustees.
- 4.2.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required,
- 4.2.17 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required,
- 4.2.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4.2.19 to pay for indemnity insurance for the Trustees,
- 4.2.20 subject to article 5, to employ paid or unpaid agents, staff or advisers,
- 4.2.21 to enter into contracts to provide services to or on behalf of other bodies,
- 4.2.22 to establish or acquire subsidiary companies to assist or act as agents for the Charity,
- 4.2.23 to pay the costs of forming the Charity, and
- 4.2.24 to do anything else within the law which promotes or helps to promote the Objects.

5 **Benefits to members and Trustees**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but:
- 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 5.1.2 members (including members who are Trustees) may be paid interest at a reasonable rate on money lent to the Charity,

- 5.1.3 members (including members who are Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - 5.1.4 members (including members who are Trustees) who are also beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 5.2.1 as mentioned in articles 4.2.19 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments),
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - 5.2.3 an indemnity in accordance with article 22,
 - 5.2.4 payment to any company in which a Trustee has no more than a 1% (one per cent) shareholding, and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Trustee may not be an employee of the Charity, but a Trustee or a person who is for the purposes of the Companies Act 2006 connected (which expression shall have the meaning given thereto by section 252 of the Companies Act 2006) with a Trustee may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- 5.3.1 the goods or services are actually required by the Charity,
 - 5.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in articles 12 to 20, and
 - 5.3.3 no more than one half of the Trustees are interested in such a contract in any financial year.

6 **Limited liability**

The liability of members is limited.

7 **Guarantee**

Every member promises, if the Charity is dissolved while he, she or it remains a member or within twelve months afterwards, to pay up to £10 (ten pounds) towards the costs of dissolution and the liabilities incurred by the Charity while he/she or it was a member.

8 **Dissolution**

- 8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which are the same as or similar to the Objects,
- 8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects, or
- 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

provided that

- (a) any transfer of the Charity's assets under this clause shall only be made to an organisation or body whose area of operation includes the geographical boundaries of the Council, and
- (b) a final report and statement of account must be sent to the Commission.

9 Membership

- 9.1 The Charity must maintain a register of members.
- 9.2 The Trustees from time to time shall be members of the Charity, and shall be admitted as members upon appointment or election as a Trustee.
- 9.3 The number of members with which the charity proposes to be registered is unlimited.
- 9.4 Membership of the Charity shall be open to any individual or organisation interested in promoting the Objects who:-
 - 9.4.1 applies to the Charity in the form required by the Trustees,
 - 9.4.2 is recommended by the Trustees and approved by the members of the Charity, and
 - 9.4.3 consents in writing to become a member or signs the register of members.
- 9.5 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 9.6 Membership is terminated if the member concerned:
 - 9.6.1 gives written notice of resignation to the Charity;
 - 9.6.2 dies (or in case of an organisation) ceases to exist;
 - 9.6.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due);
 - 9.6.4 is a member and is removed from membership by resolution passed by at least seventy-five percent of the members present and voting at a general meeting after the meeting has invited the views of the member concerned and considered the matter in the light of any such views. For the avoidance of

doubt the member concerned shall not be entitled to vote on the decision whether or not to remove them from membership; or

9.6.5 having been a Trustee they cease to be a Trustee for any reason.

9.7 Any organisation which is a member shall nominate a person to act as its representative by an appropriate notice to the Secretary. Such representative shall have the right on behalf of the organisation to attend meetings of the Charity and vote thereat, and generally exercise all rights of membership on behalf of the organisation. The organisation may from time to time revoke the nomination of such representative and nominate another representative in his/her place (the **Authorised Representative**). All such nominations and revocations shall be in writing to the Secretary.

9.8 Membership is not transferable.

9.9 Notwithstanding anything herein contained, the Trustees may not admit any Local Authority person (other than the ALMO Trustee or the Council Trustees) to membership of the Charity.

10 **General Meetings**

10.1 Members are entitled to attend general meetings in person (or in case of an organisation) through an Authorised Representative or by proxy. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.

10.2 No business shall be transacted at any general meeting unless a quorum is present. Four members shall be a quorum and must include two Trustees.

10.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee elected by those Trustees present shall preside at a general meeting.

10.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.

10.5 Every member present in person (or in case of an organisation) through an Authorised Representative or by proxy has one vote on each issue.

10.6 The members of the Charity may pass a resolution in writing in accordance with the terms of the Companies Act. A proposed written resolution of the members of the Charity shall lapse if it is not passed before the end of the period of six months beginning with the circulation date of such resolution (as defined in section 290 of the Companies Act 2006).

10.7 The Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.

10.8 At an AGM the members:

10.8.1 receive the accounts of the Charity for the previous financial year,

10.8.2 receive the Trustees' report on the Charity's activities since the previous AGM,

- 10.8.3 accept the retirement of those Ordinary Trustees who wish to retire or who are retiring by rotation,
 - 10.8.4 appoint or if appropriate elect Ordinary Trustees to fill the vacancies arising,
 - 10.8.5 appoint auditors for the Charity,
 - 10.8.6 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 10.9 A general meeting may be called at any time by the Trustees and on requisition of members pursuant to Companies Act.
- 10.10 Articles 11.3.3 and article 11.2 (but only in so far as article 11.2 relates to the member of the Council Trustees) shall not be amended without the prior written consent of the Council which is not to be unreasonably withheld or delayed. Any other article shall not be amended without a prior notice being given to the Council. The Council shall be entitled (within a reasonable period or such period as stated in the notice) to make representations which the members shall be required to consider.
- 10.11 A consent which is signed by the Chief Executive of the Council (or such other authorised individual) and delivered to the Secretary shall be a conclusive evidence of the Council's consent.

11 The Trustees

- 11.1 The Trustees as charity trustees shall have control of the Charity and its property and funds.
- 11.2 The Trustees when complete shall consist of at least four and not more than nine individuals, comprising one individual nominated by the ALMO in accordance with article 11.3.2 (the **ALMO Trustees**), two individuals nominated by the Council in accordance with article 11.3.3 (the **Council Trustees**) and six individuals appointed or elected in accordance with article 11.3.4 (the **Ordinary Trustees**).
- 11.3.1 The first Trustees of the Charity shall be those persons notified to Companies House as the first directors of the Charity. Future Trustees shall be appointed as provided in these Articles.
- 11.3.2 The ALMO Trustees shall be appointed by the ALMO to serve for such period of office as shall be confirmed by the ALMO. A written notice delivered by the Chief Executive of the ALMO (or such other authorised individual) of the ALMO to the Secretary shall be conclusive as to who has been appointed as an ALMO Trustee and for what period of time. The ALMO may remove and replace the Trustees at any time provided written notice is given to the Secretary.
- 11.3.3 The Council Trustees shall be appointed by the Council to serve for such period of office as shall be confirmed by the Council. One of the Council Trustees shall be an employee or elected member of the Council and one of the Council Trustees shall be an existing Council-nominated board member of the ALMO. A written notice delivered by the Chief Executive (or such other authorised individual) of the Council to the Secretary shall be conclusive as to who has

been appointed as a Council Trustee and for what period of time. The Council may remove and replace either or both of the Council Trustees at any time provided written notice is given to the Secretary.

11.3.4 The Ordinary Trustees shall be selected by the Trustees and appointed or elected by the members of the Charity in accordance with article 10.8.4

11.3.5 For the purposes of these Articles a person who is:

- (a) a director or employee of the ALMO or any other company controlled by the Council,
- (b) or has not been in the last four years an elected member of the Council or a member of the ALMO,
- (c) an employee of the Council, or
- (d) a tenant of the Charity or of the ALMO or of the Council

shall not be eligible to become an Ordinary Trustee.

11.4 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.

11.5.1 One third (or the number nearest to one third) of the Ordinary Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

11.5.2 If the members of the Charity, at the meeting at which a Trustee retires in the above manner, do not fill the vacancy, the Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is expressly resolved not to fill the vacancy.

11.6 The Trustees shall have power at any time to appoint any person to be an Ordinary Trustee, either to fill a casual vacancy or as an addition to the existing Trustees but so that the total number of Ordinary Trustees shall not at any time exceed any maximum number fixed in accordance with these Articles. A person appointed under this article shall serve until the next AGM unless reappointed by the members of the Charity in accordance with article 2.8.4.

11.7 A technical defect in the appointment of a Trustee of which the Trustees and/or members are unaware at the time does not invalidate decisions taken by such Trustee.

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

11.8.1 is disqualified under the Charities Act from acting as a charity trustee,

11.8.2 is incapable, whether mentally or physically, of managing his or her own affairs,

11.8.3 is absent without notice from [number] consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign,

- 11.8.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
- 11.8.5 is removed by resolution of the members in accordance with the Companies Act,
- 11.8.6 ceases to have the required qualifications,
- 11.8.7 is an ALMO Trustee and the ALMO serves notice to the Secretary removing that Trustee from office, or
- 11.8.8 is a Council Trustee and the Council serves notice to the Secretary removing that Trustee from office.

12 **Trustees' proceedings**

- 12.1 The Trustees must hold at least [three] meetings each year or such other regular meetings as the Trustees may agree from time to time.
- 12.2 A quorum at a meeting of the Trustees is three Trustees.
- 12.3 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.
- 12.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall preside at each meeting. [The ALMO Trustees or the Council Trustees shall not be eligible to become the Chairman].
- 12.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by three quarters of the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 12.6 Except for the Chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 12.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13 **Trustees' interests**

- 13.1 A Trustee who is interested directly or indirectly in any matter which is under discussion by the Trustees shall disclose the nature and extent of his interest in that matter; and
- 13.2 A Trustee who is directly interested in any matter which is under discussion by the Trustees:
 - 13.2.1 shall not vote on that matter; and
 - 13.2.2 shall not (unless required to do so by the Chairman) remain during the Trustees' discussion of such matter; and

- 13.3 If a Trustee inadvertently votes on a matter to which 13.2.2 applies, his vote shall not be counted.
- 13.4 A Trustee who is a beneficiary of the Charity shall not have a direct interest for the purpose of article 6 in any decision affecting all or a substantial group of beneficiaries.
- 13.5 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 13.5.1 article 13 is complied with;
 - 13.5.2 the conflicted Trustee is not to be counted when considering whether a quorum of Trustees is present at the meeting;
 - 13.5.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interest in the circumstances applying.

14 **Permitted transactions**

- 14.1 For the purposes of sections 175(3) of the Companies Act 2006 as substituted by section 181(2)(a) of the Companies Act 2006 the duty to avoid conflicts of interest shall not apply to a conflict of interest arising in relation to a transaction or arrangement with the Charity in relation to the following:
- 14.1.1 a matter authorised by the Commission;
 - 14.1.2 an interest in any contract, arrangement, transaction or proposal concerning the purchase and/or maintenance of any insurance policy pursuant to article 4.2.19;
 - 14.1.3 any payment permitted by article 5 or any benefit granted to a Trustee in the capacity of a beneficiary of the Charity.

15 **Interested Trustee not to count for quorum**

- 15.1 A Trustee shall not be counted in the quorum in relation to, any resolution of the Trustees or of a committee of the Trustees concerning any contract, arrangement, transaction or any proposal to which the Charity is or is to be a party and in which he has an interest.

16 **Chairman's ruling conclusive on Trustee's interests**

- 16.1 If any question arises at any meeting as to the entitlement of any Trustee (other than the Chairman of the Trustees) to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the Chairman of that meeting. The Chairman's ruling in relation to the Trustee concerned shall be final and conclusive.

17 **Trustees' resolution conclusive on chairman's interest**

- 17.1 If any question arises at any meeting as to the entitlement of the Chairman to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to

abstain from voting or being counted in the quorum, such question shall be decided by resolution of the Trustees or committee members present at that meeting (excluding the Chairman), whose majority vote shall be final and conclusive.

18 **Charity may ratify**

18.1 Subject to the provisions of the Companies Acts, the Charity may by ordinary resolution suspend or relax the provisions of articles 14-17 or ratify any transaction not duly authorised by reason of a contravention of these articles 14-17 provided always that such ordinary resolution is passed only if the necessary majority is obtained disregarding votes in favour of the resolution by the Trustee (if a member of the Charity) and any member connected with him and provided further that such ratification shall not extend to any matter prohibited by article 5.

19 **Trustees' powers**

The Trustees have the following powers in the administration of the Charity:

19.1 to appoint (and remove) any individual or corporation (who may be a Trustee) to act as Secretary in accordance with the Companies Act,

19.2 to appoint a Trustee (who is an Ordinary Trustee) as a Chairman,

19.3 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 Trustees and all proceedings of committees must be reported promptly to the Trustees,

19.4 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings,

19.5 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees,

19.6 to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any),

19.7 to establish procedures to assist the resolution of disputes or differences within the Charity, and

19.8 To exercise any powers of the Charity which are not reserved to a general meeting.

20 **Records and Accounts**

20.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

20.1.1 annual returns,

20.1.2 annual reports, and

20.1.3 annual statements of account.

- 20.2 The Trustees must keep proper records of:
- 20.2.1 all proceedings at general meetings,
 - 20.2.2 all proceedings at meetings of the Trustees,
 - 20.2.3 all reports of committees, and
 - 20.2.4 all professional advice obtained.
- 20.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 20.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

21 **Notices**

- 21.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means such as fax or e-mail or (where applicable to members generally) may be published in any suitable journal or [national/local] newspaper [circulating in the Area of Benefit] or any journal distributed by the Charity.
- 21.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.
- 21.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 21.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 21.3.2 two clear days after being sent by first class post to that address,
 - 21.3.3 three clear days after being sent by second class or overseas post to that address,
 - 21.3.4 on the date of publication of a newspaper containing the notice,
 - 21.3.5 on being handed to the member (or, in the case of a member organisation, its Authorised Representative) personally, or, if earlier,
 - 21.3.6 as soon as the member acknowledges actual receipt.

22 **Indemnity**

The Charity may indemnify any Trustee against every liability incurred by him or her in that capacity to the extent permitted by the Companies Act.

23 **Interpretation**

23.1 In the Articles, unless the context indicates another meaning:

AGM means an annual general meeting of the Charity,

the ALMO means Gateshead Housing Company Limited a company incorporated under the Companies Act (Registered Number 04944719) whose registered office is at Keelman House, Fifth Avenue, Team Valley Trading Estate, Gateshead, Tyne & Wear NE11 0XA,

Area of Benefit has the meaning ascribed to it in article 3,

the Articles means the Charity's Articles of Association,

Authorised Representative means an individual who is authorised by the organisation who is a member of the Charity to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

beneficiary and **beneficiaries** means those in needy circumstances as set out further in article 3,

Chairman means the chairman of the Trustees,

the Charity means the company governed by the Articles,

the Charities Act means the Charities Act 1993 and the Charities Act 2006 including any statutory modification or re-enactment thereof for the time being in force,

charity trustee has the meaning prescribed by section 97(1) of the Charities Act,

clear day means 24 hours from midnight following the relevant event,

the Commission means the Charity Commissioners for England and Wales,

the Companies Act means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force,

the Companies Act 2006 means the Companies Act 2006 including any statutory modifications or re-enactment thereof for the time being in force,

Council means Gateshead Council or its successor,

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

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 Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

local authority person means:

- (a) the ALMO;
- (b) the Council;
- (c) any person who is a director or employee of the ALMO or any other company controlled by the Council, or;
- (d) any person who is an employee or elected member of the Council.

material benefit means a benefit which may not be financial but has a monetary value,

member and **membership** refer to company membership of the Charity,

month means calendar month,

nominee company means a corporate body registered or having an established place of business in England and Wales,

the Objects means the Objects of the Charity as defined in article 3,

Secretary means the company secretary of the Charity,

taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

Trustee means a director of the Charity and 'Trustees' means the directors.

written or **in writing** refers to a legible document on paper including a fax message and electronic mail,

year means calendar year.

23.2 Expressions defined in the Companies Act have the same meaning.

23.3 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.

Name and address of subscriber

Subscriber's signature

Linda Hitman
Civic Centre
Regent Street
Gateshead
NE8 1JN

dated 2019

witness to the above signature:

name:

address:

occupation:

signature