

Company No: 4570329

Charity No: 1096503

THE COMPANIES ACT 1985 AND 1989

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

WOKING MIND

Incorporated on 23rd October 2002

Company limited by guarantee and
not having a share capital

Memorandum of Association of

WOKING MIND

1. NAME

The name of the Company is WOKING MIND ('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:

3.1 to promote the preservation of mental health and to assist in relieving
and rehabilitating persons suffering from mental disorder or conditions
of emotional or mental distress requiring advice or treatment (the
"beneficiaries"), in association with Mind, the Mental Health Charity
(MIND) and in accordance with the aims and objects of MIND;

3.2 to operate within the Borough of Woking (but so that the Charity shall
not be prevented from accepting as members, Trustees or beneficiaries,
persons who live outside the boundary of the said Borough); and

3.3 to be and remain affiliated to MIND, for so long as the Charity retains
the word "Mind" in its name

(the Objects)

4. POWERS

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

- 4.1 To promote or carry out research
- 4.2 To provide advice and support
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of taxable trading)
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4.13.2 every transaction is reported promptly to the Trustees
 - 4.13.3 the performance of the investments is reviewed regularly with the trustees
 - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year

- 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
- 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 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but

5. BENEFITS TO MEMBERS AND TRUSTEES

- 4.21 To do anything else within the law which promotes or helps to promote the Objects
- 4.20 To pay the costs of forming the Charity
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.16 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 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
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
- 4.13.7 the financial expert must not do anything outside the powers of the Trustees

- 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- 5.1.4 individual members who are not Trustees but who are 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 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3.
 - 5.2.1 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 5.2.2 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 5.2.3 payment to any company in which a Trustee has no more than a 1 per cent shareholding
 - 5.2.4 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 5.3.1 the goods or services are actually required by the Charity
 - 5.3.2 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 clause 5.4
 - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 5.4.1 declare an interest at or before discussion begins on the matter
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it
- 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9. INTERPRETATION

- 8.2 A final report and statement of account must be sent to the Commission
- 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects
- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
- 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. DISSOLUTION

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

7. GUARANTEE

The liability of members is limited

6. LIMITED LIABILITY

- 5.5 This clause may not be amended without the prior written consent of the Commission
- 5.4.4 withdraw during the vote and have no vote on the matter
- 5.4.3 not be counted in the quorum for that part of the meeting

Occupation:

Address:

Name:

Witness to the above signatures

Dated this day of September 2002

Michael Heathcote Mallinson
Chelston
Guildford Road
Chobham
Surrey
GU24 8EA

James Miller Semple
Southwood
Holly Bank Road
Hook Heath
Woking
Surrey
GU22 0JP

Keith Edward Scott
26 Board School Road
Maybury
Woking
Surrey
GU21 5HE

Michael Gerald Hardman
of 57 Greenmeads
Westfield
Woking
Surrey
GU22 9QL

NAMES & ADDRESSES OF
SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

We wish to be formed into a company under this Memorandum of Association

- 1. MEMBERSHIP
 - 1.1 The number of members with which the company proposes to be registered is unlimited
 - 1.2 The Charity must maintain a register of members
 - 1.3 Membership of the Charity is open to any individual over the age of 18 (or any organisation) interested in promoting the Objects who
 - 1.3.1 applies to the Charity in the form required by the Trustees
 - 1.3.2 meets any pre-conditions for membership laid down from time to time by the Trustees
 - 1.3.3 is approved by the Trustees
 - and
 - 1.3.4 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative
 - 1.4 The Trustees may establish different classes of membership and prescribe their respective pre-conditions, privileges and duties and set the amounts of any subscriptions
 - 1.5 Membership is terminated if the member concerned
 - 1.5.1 gives written notice of resignation to the Charity
 - 1.5.2 dies or (in the case of an organisation) ceases to exist

WORKING MIND

ARTICLES OF ASSOCIATION OF

Company limited by guarantee and not having a share capital

Companies Acts 1985 and 1989

- 1.5.3 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)
- OR
- 1.5.4 is removed from membership by [unanimous] resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 1.6 Membership of the Charity is not transferable
- 2. GENERAL MEETINGS
 - 2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative, or by proxy. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
 - 2.2 There is a quorum at a general meeting if the number of members or authorised representatives present personally or by proxy is at least five (or one-twentieth of the members if greater)
 - 2.3 The President or (if the President is unable or unwilling to do so) the Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee or member elected by those present shall preside at an AGM. The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee or member elected by those present shall preside at any other general meeting
 - 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
 - 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative) or by proxy has one vote on each issue
 - 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)

- 2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
 - 2.8 At an AGM the members:
 - 2.8.1 receive the accounts of the Charity for the previous financial year
 - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM
 - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
 - 2.8.4 elect persons to be Trustees to fill the vacancies arising
 - 2.8.5 appoint auditors for the Charity
 - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
 - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them
 - 2.9 Any general meeting which is not an AGM is an EGM
 - 2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least ten members (or, if less, by not less than ten per cent. of the members)
- 3. THE TRUSTEES**
- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds
 - 3.2 The Trustees when complete consist of at least four and not more than eight individuals, all of whom must be members
 - 3.3 The subscribers to the Memorandum are the first Trustees of the Charity.
 - 3.4 Every Trustee must:
 - 3.4.1 be at least 18 years old; and

- 3.4.2 sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.5 One third (or the number nearest one third) of the 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; but any Trustee so retiring may offer him- or herself for re-election or reappointment
- 3.6 A Trustee's term of office automatically terminates if he or she:
 - 3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
 - 3.6.2 is absent without permission of the board of Trustees as a whole from all of the meetings of the Trustees held within any six-month period
 - 3.6.3 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
 - 3.6.4 resigns by written notice to the Trustees (but only if at least four Trustees will remain in office); or
 - 3.6.5 is removed by resolution passed by at least fifty per cent. of the members present and voting 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]
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, provided that as a result of such appointment not more than one-third of the Trustees would have been co-opted under this article 3.7; but a co-opted Trustee holds office only until the next AGM
- 3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 4. PROCEEDINGS OF TRUSTEES
 - 4.1 The Trustees must hold at least four ordinary meetings each year upon not less than 21 days' notice (or on such other notice as all of the Trustees may agree). A special meeting of the Trustees may be called at any time by the Chairman (or by the Secretary on the requisition of

5.2 to appoint any person (who need not be a Trustee [or a member]) whom the Trustees consider suitable to act as honorary President of the Charity. The President shall hold office for a period of one year, but may offer him- or herself for reappointment at the expiry of each such term of office. Save for the casting vote exercisable at an AGM pursuant to clause 2.5 of these Articles, the office of President shall not carry any voting rights at any general meetings or at any meetings of the Trustees or of any management or other committees formed pursuant to clause 5.4 of these Articles, nor shall the President count in

5.1 to appoint (and remove) any member (who may be a Trustee) or any other person whom the Trustees consider suitable (on the basis of such person's professional qualifications, training or experience) to act as Secretary to the Charity in accordance with the Act

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

5. POWERS OF TRUSTEES

4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and 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)

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

4.3 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

4.2 A quorum at a meeting of the Trustees is three Trustees, or at least one-third of the Trustees for the time being holding office, whichever is the greater

two or more Trustees), on not less than 4 days' notice (or on such other notice as the Trustees may agree) being given of the matters to be discussed (but if such matters include the appointment of a co-opted member as an additional Trustee, then not less than 21 days' notice (or on such other notice as all of the Trustees may agree) must be given)

6.1.1 annual reports

The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

6. RECORDS & ACCOUNTS

- 5.11 to exercise any powers of the Charity which are not reserved to a general meeting
 - 5.10 in exercising their powers under clauses 5.5 to 5.9 (inclusive) of these Articles, the Trustees shall (for so long as the Charity remains affiliated to MIND in accordance with clause 2.3 of the Memorandum) consult with MIND before making any final determination of the matters concerned
 - 5.9 to establish procedures to assist the resolution of disputes within the Charity
 - 5.8 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
 - 5.7 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
 - 5.6 to make Standing Orders consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings
 - 5.5 to determine the classes, conditions for and terms of membership of the Charity, including (without limitation) those matters referred to in clauses 1.3.2 and 1.4 of these Articles
 - 5.4 to delegate any of their functions to a management committee or other committee, each of which must consist of two or more individuals (who may include beneficiaries) appointed by them (but at least half of the members of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
 - 5.3 to appoint a Chairman, Treasurer and other honorary officers from among their number
- any quorum for the purposes of any such meeting (save in respect of any office or other capacity the individual concerned may hold other than President)

- 7.3.2 two clear days after being sent by first class post to that address
- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in the Borough of Woking or any newsletter distributed by the Charity

7. NOTICES

- 6.5 If and for so long as the Charity remains affiliated to MIND, all notices of general meetings and Trustees' meetings, and all board papers circulated to the Trustees, shall also be sent to MIND, which shall be entitled to send a representative to attend (but not count in a quorum or vote at) any such meeting
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months
- 6.3 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
- 6.2.4 all professional advice obtained
- 6.2.3 all reports of committees and
- 6.2.2 all proceedings at meetings of the Trustees
- 6.2.1 all proceedings at general meetings
- 6.2 The Trustees must keep proper records of
- 6.1.3 annual statements of account
- 6.1.2 annual returns

10.1 For so long as the Charity remains affiliated to MIND, no amendments shall be made to the objects of the Charity or to these articles of association (other than as a consequence of any cessation of the

10. AMENDMENTS TO OBJECTS OR ARTICLES OF ASSOCIATION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

9. DISSOLUTION

8.3 If MIND terminates its arrangements generally for affiliation and replaces it with some other arrangement which is acceptable to the Trustees, then these Articles (and in particular this clause 8) shall be read so that references to "affiliation" shall be construed as references to such new arrangements.

8.1.2 that the Charity shall alter its name so as to remove the word "Mind"

8.2.1 that the Charity be wound up as soon as this may be done in an orderly manner and dissolved; or

8.2 If not less than two-thirds of the Trustees for the time being and from time to time wish to dis-affiliate the Charity from MIND, or if MIND terminates the Charity's affiliation for any reason, a general meeting shall be called forthwith on not less than 28 days' notice at which it shall be resolved either:-

8.1 The Charity is to be and remain affiliated to MIND, for so long as the Charity retains the word "Mind" in its name

8. AFFILIATION

7.4 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

7.3.6 as soon as the member acknowledges actual receipt

7.3.5 on being handed to the member [(or, in the case of a member organisation, its authorised representative)] personally or, if earlier,

7.3.4 on the date of publication of a newspaper containing the notice

7.3.3 three clear days after being sent by second class or overseas post to that address

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

'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

'EGM' means an extraordinary general meeting of the Charity

'the Commission' means the Charity Commissioners for England and Wales

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

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993

'the Charity' means the company governed by these Articles

'Chairman' means the chairman of the Trustees

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

'these Articles' means these articles of association

'AGM' means an annual general meeting of the Charity

'The Act' means the Companies Act 1985

11.1 'beneficiaries' means the persons defined as Beneficiaries in the Objects

In the Memorandum in and in these Articles:

11. INTERPRETATION

10.2 If any amendment is made to the objects of the Charity or to these articles of association which would have the effect of making the charity cease to be a charity at law, then the Charity shall be deemed to have passed a resolution for its voluntary winding-up, whereupon the Trustees shall procure that the Charity is promptly wound-up and dissolved.

Charity's affiliation to or other arrangements from time to time in place with MIND) without the prior consent in writing of MIND (and (where appropriate) the Charity Commission)

- 'member' and 'membership' refer to membership of the Charity
- 'Memorandum' means the Charity's Memorandum of Association
- 'month' means calendar month
- 'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum
- 'Secretary' means the Secretary of the Charity
- 'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds (and not for the purpose of actually carrying out the Objects) where the profits are liable to corporation tax
- 'Trustee' means a director of the Charity and 'Trustees' means all of the directors.
- 'written' or 'in writing' refers to a legible document on paper [not] including a fax message
- 'year' means calendar year
- 11.2 Expressions defined in the Act have the same meaning
- 11.3 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