

COMPANY NUMBER: 04781936

CHARITY NUMBER: 1101071

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

RESPONSE ORGANISATION

(the "Company")

Circulated on 23/10/2018 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following resolution is passed as a special resolution (the **Special Resolution**).

SPECIAL RESOLUTION

THAT the Articles of Association contained in the document attached to this resolution are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

The undersigned, a person entitled to vote on the Special Resolution on the circulation date stated at the top of this document, hereby irrevocably agrees to the Special Resolution:

Signature:

Peter L. Agulnik
.....

Name:

Dr Peter Leopold Agulnik

Date:

23rd October 2018
.....

MONDAY



A15 *A7JJXCZ* #53
26/11/2018
COMPANIES HOUSE

Signature: P.A. Armstrong

Name: Patricia Anne Armstrong

Date: 23 Oct 2018

Signature: David M. Boswell

Name: David Mark Boswell

Date: 23 Oct 2018

Signature: P. S. Davidson

Name: Philip Stephen Davidson

Date: 23 October 2018

Signature: R. Basil Harwood

Name: Roger Basil Harwood

Date: 23/10/2018

Signature: K. Elizabeth James

Name: Kathryn Elizabeth James

Date: 23/10/2018

Signature:

VAD Morgan-Giles

Name:

John Andrew Digby Morgan-Giles

Date:

23.10.18.

Signature:

E. Hazel Nicholson

Name:

Ellen Hazel Nicholson

Date:

23.10.18

Signature:

P. J. O'Hare

Name:

Paul Joseph O'Hare

Date:

23 / 10 / 2018

Signature:

R. K. Sutcliffe

Name:

Robert Keith Sutcliffe

Date:

23/10/18.

Signature:

J. Taylor

Name:

John Jeffrey Taylor

Date:

23/10/18

Signature:

T. Wilson

Name:

Tania Amelia Jane Wilson

Date:

21 November 2018

NOTES

1. If you agree with the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Claire Edney.
- **Post:** returning the signed copy by post to Claire Edney at AG Palmer House, Morrell Crescent, Littlemore, Oxford OX4 4SU.
- **E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Claire.edney@response.org.uk. Please enter "Special Resolution, for the attention of Claire Edney" in the e-mail subject box.

If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
3. Unless, by 28 days after the circulation date shown above, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us by this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Companies Acts 1985 to 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF
RESPONSE ORGANISATION
(FORMERLY "OXFORDSHIRE GROUP HOMES")**

As adopted by special resolution on 23rd October 2018

1 NAME & OFFICE

- 1.1 The Charity's name is Response Organisation and its registered office is to be situated in England.

2 OBJECTS

- 2.1 The Objects of the Charity are:

2.1.1 to relieve service users and former service users of NHS and other mental health hospitals and units and other persons in the community with mental health needs who are sick, convalescent, disabled, handicapped, infirm or in need of financial assistance (the "Users") in particular but not exclusively by providing or assisting in the provision of hostels, group and registered care homes and other forms of accommodation, day centres, amenities, facilities, buildings and equipment for the support of the Users and the efficient operation of the hospitals and post-hospital care;

2.1.2 to advance the education of the public in all matters relating to hospitals, hospital management and mental health and to promote research and the dissemination of the useful results of such research; and

2.1.3 to further such other charitable purposes for the benefit of the Users and the Trustees see fit from time to time.

- 2.2 Article 2.1 may be amended by special resolution but only with the prior written consent of the Commission.

3 POWERS

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

- 3.1 to mobilise, encourage, foster and maintain the interest of the public in the support of the hospitals and the needs of the Users;
- 3.2 to encourage co-operation

- 3.3 to encourage co-operation and intercommunication between charities, charitable institutions, local authorities, housing associations and the hospital management, including by:
- 3.3.1 entering into any arrangements with any authorities, municipal, local or otherwise that are in furtherance of the Objects and to obtain from any such authorities any rights, privileges and concessions which it may be desirable for the purposes of the Objects for the Charity to obtain and to carry out exercise and comply with such arrangements, rights, privileges and concessions; and
 - 3.3.2 liaising with government institutions and to liaise with social services , health and education authorities, central and local government or any other relevant body to promote the Objects;
- 3.4 to carry out research, including in the areas of psychiatric or physical illness of any description and into the causes, treatment and rehabilitation of such illness and to disseminate the results of such research;
- 3.5 to provide for the recruitment of volunteers and fully trained staff to carry out the Objects;
- 3.6 to provide advice or information;
- 3.7 to support, administer or set up other charities;
- 3.8 to accept gifts and to raise funds (but not by means of taxable trading);
- 3.9 to borrow money;
- 3.10 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 3.11 to acquire or hire property of any kind;
- 3.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.13 to set aside funds for special purposes or as reserves against future expenditure;
- 3.14 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 3.15 to delegate the management of investments to a financial expert, but only on terms that:
- 3.15.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 3.15.2 timely reports of all transactions are provided to the Trustees;
 - 3.15.3 the performance of the investments is reviewed regularly with the Trustees;
 - 3.15.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 3.15.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 3.15.6 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; and
- 3.15.7 the financial expert must not do anything outside the powers of the Charity;
- 3.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 3.17 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 3.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.19 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 3.20 to enter into contracts to provide services to or on behalf of other bodies;
- 3.21 to establish or acquire subsidiary companies;
- 3.22 to do anything else within the law which promotes or helps to promote the Objects.

4 THE TRUSTEES

- 4.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 4.2 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee:
 - 4.2.1 by Ordinary Resolution, or
 - 4.2.2 by a simple majority of all the Directors entitled to attend and vote at any meeting of the Directors.
- 4.3 The Trustees when complete consist of at least five and not more than twelve individuals, all of whom must support the Objects.
- 4.4 A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 4.5 Trustees shall be appointed for a term of three years at the end of which they must retire.
- 4.6 Unless Trustees tender their resignation or are removed in accordance with Article 4.8, retiring Trustees shall hold office until the end of the Trustees' meeting that falls nearest in time to the date on which their period of office ends.
- 4.7 A retiring Trustee shall be eligible for reappointment, provided that:

4.7.1 they are otherwise subject to the appointment procedures of Articles 4.2 and 4.3 and not otherwise disqualified from acting as such (including due to any event described in Article 4.8); and

4.7.2 no Trustee may serve for a consecutive term of office of more than nine years.

4.8 A Trustee's term of office as such automatically terminates if he/she:

4.8.1 is disqualified under the Charities Act from acting as a charity trustee;

4.8.2 is incapable, whether mentally or physically, of managing his/her own affairs;

4.8.3 is absent without notice from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or

4.8.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

4.8.5 is removed by the Members in accordance with the Companies Act.

4.9 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.

5 TRUSTEES' PROCEEDINGS

5.1 The Trustees must hold at least four meetings each year.

5.2 A quorum at a meeting of the Trustees is at least five Trustees.

5.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

5.4 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.

5.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

5.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.

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

6 TRUSTEES' POWERS

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

- 6.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 6.2 To appoint a Chairman, a Treasurer and other honorary officers from among their number.
- 6.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 6.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 6.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 6.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 6.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members.

7 BENEFITS AND CONFLICTS

- 7.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise however by way of profit to its Members and no Trustee shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity unless the payment or transaction is previously and expressly authorised in writing by the Commission, provided that nothing herein shall prevent any payment in good faith by the Charity:
 - 7.1.1 of the usual professional charges for business done by any trustee who is a solicitor, accountant, medical practitioner, or consultant or other person engaged in a profession, or by any partner of his or hers when instructed by the Charity to act in a professional capacity on its behalf, provided that at no time shall a majority of trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
 - 7.1.2 of reasonable and proper remuneration to any Member, officer or servant of the Charity (not being a Trustee) for any services rendered to the Charity;
 - 7.1.3 of interest at a rate per annum not exceeding 2% below the minimum lending rate prescribed for the time being by a clearing bank to be selected by the Trustees;
 - 7.1.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

- 7.1.5 of reasonable and proper rent for premises demised or let by any Member or Trustee;
 - 7.1.6 to any Trustee of reasonable and proper out-of-pocket expenses including of any premium in respect of any indemnity insurance; or
 - 7.1.7 of a benefit from the Charity in the capacity of a beneficiary of the Charity
- 7.2 Subject to Article 7.3, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 7.2.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 7.2.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 7.2.3 not be counted in the quorum for that part of the meeting; and
 - 7.2.4 be absent during the vote and have no vote on the matter.
- 7.3 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the matter giving rise to the conflict of interest and authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 7.3.1 continue to participate in discussions leading to the making of a decision and/or to vote; or
 - 7.3.2 disclose to a third party information confidential to the Charity; or
 - 7.3.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or benefit; or
 - 7.3.4 refrain from taking any step required to remove the conflict;
- provided that no authorisation may be given under this Article 7.3 which will allow a Conflicted Trustee or a Connected Person to receive a benefit.
- 7.4 This Article 7 may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.
- 8 RECORDS AND ACCOUNTS**
- 8.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- 8.1.1 annual returns;
 - 8.1.2 annual reports; and
 - 8.1.3 annual statements of account.
- 8.2 The Trustees must also keep records of:
- 8.2.1 all proceedings at meetings of the Trustees;
 - 8.2.2 all resolutions in writing;
 - 8.2.3 all reports of committees; and
 - 8.2.4 all professional advice obtained.
- 8.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 7.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

9 MEMBERSHIP

- 9.1 Any Trustee shall, by agreeing to become a Trustee, agree to become a Member of the Charity and accordingly shall be admitted to membership of the Charity on his appointment as Trustee.
- 9.2 Membership is not transferable.
- 9.3 The Charity shall maintain a register of Members.

10 TERMINATION OF MEMBERSHIP

Membership is terminated if:

- 10.1 the Member dies;
- 10.2 in the case of a Trustee of the Charity, the Member ceases to be a Trustee.

11 GENERAL MEETINGS

- 11.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 11.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

- 11.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least five.
- 11.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her capacity as a Member and not as proxy for another Member.
- 11.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 11.6 Every Member present in person or by proxy has one vote on each issue.
- 11.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 11.8 The Charity may (but need not) hold an AGM in any year.
- 11.9 Members may annually:
- 11.9.1 receive the accounts of the Charity for the previous financial year;
 - 11.9.2 receive a written report on the Charity's activities;
 - 11.9.3 appoint reporting accountants or auditors for the Charity;
- 11.10 Members may also from time to time
- 11.10.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - 11.10.2 discuss any issues of policy or deal with any other business put before them by the Trustees.
- 11.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 11.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

12 LIMITED LIABILITY

The liability of Members is limited.

13 GUARANTEE

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

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

14 COMMUNICATIONS

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

- 14.1.1 by hand;
- 14.1.2 by post;
- 14.1.3 by suitable electronic means; or
- 14.1.4 through publication in the Charity's newsletter.

- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

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

- 14.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 14.3.2 two clear days after being sent by first class post to that address;
- 14.3.3 three clear days after being sent by second class or overseas post to that address;
- 14.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 14.3.5 as soon as the recipient acknowledges actual receipt.

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

15 DISSOLUTION

- 15.1 If the Charity is wound up or dissolved, the assets (if any) remaining after providing for all its debts and liabilities must not be paid or distributed to among the Members but must be applied in one or more of the following ways:

- 15.1.1 by gift or transfer to one or more other bodies established for exclusively charitable purposes which are the same or similar to the Objects, and which institution or institutions prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 7, such institution or institutions to be determined by the Members at or before the time of dissolution; or

15.1.2 if and so far as effect cannot be given to Article 15.1.1, then to some other charitable object.

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

15.3 This Article 15 may be amended by special resolution but only with the prior written consent of the Commission.

16 INTERPRETATION

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

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

AGM	means an annual general meeting of the Charity;
the Articles	means the Charity's Articles of Association and 'Article' refers to a particular Article;
Chairman	means the chairman of the Trustees;
the Charity	means the company governed by the Articles;
the Charities Act	means the Charities Acts 1992 to 2006;
charity trustee	has the meaning prescribed by the Charities Act;
clear day	does not include the day on which notice is given or the day of the meeting or other event;
the Commission	means the Charity Commission for England and Wales or any body which replaces it;
the Companies Act	means the Companies Acts 1985 to 2006;
Conflicted Trustee	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance), or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
Connected Person	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business

	associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
constitution	means the Memorandum and the Articles and any special resolutions relating to them;
custodian	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
electronic means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
financial expert	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
financial year	means the Charity's financial year;
firm	includes a limited liability partnership;
indemnity insurance	has the meaning prescribed by the Charities Act;
material benefit	means a benefit, direct or indirect, which may not be financial but has a monetary value;
Member and Membership	refer to company Membership of the Charity;
Memorandum	means the Charity's Memorandum of Association;
month	means calendar month;
nominee company	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;
the Objects	means the Objects of the Charity as defined in Article 1;
Resolution in writing	means a written resolution of the Trustees;

Secretary	means a company secretary;
special resolution	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;
taxable trading	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
Trustee	means a director of the Charity and 'Trustees' means the directors;
written or in writing	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
written resolution	refers to an ordinary or a special resolution which is in writing; and
year	means calendar year.

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

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