Date of approval	Approving authority	Date of next review
September 2022	Governance and Remuneration Committee	September 2023
November 2023	Board	September 2025

Appendix 18

The Companies Act 2006

Private Company Limited by Guarantee

Articles of Association

of

Pickering and Ferens Homes Trustee Limited ("Company")

1. Interpretation

1.1 The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the Company.

1.2 In these Articles, unless the context requires otherwise:

Act	means the Companies Act 2006
AGM	means an annual general meeting of the Company
Articles	means these articles of association of the Company, and Article refers to a particular provision in them
Chair	has the meaning given to that term in Article 8.1 (Chair, Deputy Chair and Directors' Proceedings)
Charity	means Pickering and Ferens Homes, a charity registered in England and Wales with registered charity number 1014862
clear days	means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company
Conflicted Director	means a Director in respect of whom a conflict of interest arises or may reasonably arise because

	the Conflicted Director 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 Company
Connected Person	means, in relation to a Director, a person with whom the Director 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 Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights
Director	means a director of the Company, and includes any person occupying the position of Director, by whatever name called
Member	has the meaning given to that term in section 112 of the Companies Act 2006, and Membership shall be interpreted accordingly
Objects	means the objects of the Company set out in Article 3 (Objects)
ordinary resolution	means a resolution passed by a simple majority of the Members
special resolution	means a resolution of the Members passed by a majority of not less than 75%
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form (as that term is defined in section 1168 of the Act) or otherwise

1.3 In these Articles, unless the context otherwise requires:

1.3.1 other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company;

1.3.2 words in the singular shall include the plural and, in the plural, shall include the singular; and

1.3.3 a reference to one gender shall include a reference to the other genders.

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Liability of Members

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

2.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member;

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

2.3 adjustment of the rights of the contributories among themselves.

3. Objects

The objects for which the Company is established ("Objects") are to carry on business as a general commercial company, and in particular to:

3.1 act either alone or with any other person or persons (corporate or individual) as corporate trustee of the Charity; and

3.2 undertake fiduciary offices and duties of all kinds, including acting either alone or with any other person or persons (corporate or individual) as executor of any will, codicil and other testamentary disposition, as administrator of the estate of any deceased person, as trustee or custodian trustee of any charitable, private and other trust whether created by statute, settlement, will, codicil, the laws of intestacy, oral or written declaration or otherwise, and as nominee or agent or attorney of any person or persons.

4. Powers

4.1 The Company has the following powers, which may be exercised only in promoting the Objects, PROVIDED THAT where the Company is acting in any capacity referred to in Article 3.1 or 3.2 (Objects) this Article is without prejudice to any restrictions or consents imposed or required pursuant to the trusts or other terms (whether express or implied by the general law) applicable to such capacity in the particular case:

4.1.1 to exercise any trusts, powers or discretions exercisable in connection with any fiduciary office or duty and to take or join in taking any proceedings necessary or which the Company may deem to be expedient in connection with that fiduciary office or duty;

4.1.2 to give any bond or other security that may be required by law or customarily given in practice under the law of any country or jurisdiction in connection with the Company in any case assuming or holding office as executor, administrator, trustee, custodian trustee, nominee or agent or attorney, or undertaking any other fiduciary office or duties;

4.1.3 to renounce probate of any will or codicil, disclaim any trust, retire from any trusteeship, and to exercise any authority vested in it by any means whatsoever enabling it to appoint new or additional trustees or renounce any such appointments;

4.1.4 to borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner;

4.1.5 to give security for loans or other obligations;

4.1.6 to acquire or hire property of any kind and to let or dispose of property of any kind (whether for the Company's own benefit or as executor, administrator, trustee, custodian trustee, nominee or agent or attorney or in any other fiduciary capacity);

4.1.7 to undertake and carry on in any part of the world any business undertaking or transaction;

4.1.8 to set aside funds for special purposes or as reserves against future expenditure;

4.1.9 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);

4.1.10 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 Directors;

(b) timely reports of all transactions are provided to the Directors;

(c) the performance of the investments is reviewed regularly with the Directors;

(d) the Directors 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 Directors on receipt; and

(g) the financial expert must not do anything outside the powers of the Company;

4.1.11 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Directors or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;

4.1.12 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;

4.1.13 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;

4.1.14 to employ paid or unpaid agents, staff or advisers;

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

4.1.16 to act as agents and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others;

4.1.17 to establish or acquire subsidiary companies; and

4.1.18 to do anything else within the law which promotes or helps to promote the Objects.

4.2 The income and property of the Company shall be applied solely towards the promotion of its Objects and does not belong to the Members, and no Director or Connected Person may be employed by the Company, provided that (subject to compliance with Article 9.1 (Conflicts of Interest)) nothing in these Articles shall prevent any payment in good faith by the Company:

4.2.1 of reasonable and proper remuneration to any Member, Director or Connected Person for any services rendered to the Company under a written contract for services;

4.2.2 of any interest on money lent by any Member, Director or Connected Person at a reasonable and proper rate;

4.2.3 of reasonable and proper rent for premises demised or let by any Member, Director or Connected Person; and

4.2.4 to any Director of out-of-pocket expenses.

4.3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members, such institutions to be determined by the members of the Company at or before the time of dissolution.

5. Membership

5.1 The Company must maintain a register of Members.

5.2 The subscribers to the Memorandum are the first Members.

5.3 Membership is open only to the Directors and is terminated if the Member concerned ceases to be a Director.

5.4 Membership is not transferable.

5.5 A person's membership automatically terminates when:

5.5.1 that person dies or ceases to exist; or

5.5.2 that person ceases to be a Director.

6. General Meetings

6.1 Directors in their capacity as 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 Company before the commencement of the meeting).

6.2 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.

6.3 No business other than the appointment of a person to chair the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

6.4 Subject to Article 6.5, five Members entitled to vote upon the business to be transacted shall be a quorum.

6.5 If and for so long as the Company has only one Member that Member present in person or by proxy or, where that Member is a corporation, its duly authorised representative shall be a quorum at any general meeting of the Company.

6.6 The person who shall chair general meetings shall be the Chair or if the Chair is unable to act, the Deputy Chair. If the office of Chair and Deputy Chair are vacant or the Chair and Deputy Chair are unable to act, the Members present at that general meeting shall appoint one of their number to chair that general meeting.

6.7 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by ordinary resolution.

6.8 Every Member present in person or by proxy has one vote on each issue.

6.9 Except where otherwise provided by the Articles or the Companies Acts, 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.

6.10 The Company may (but need not) hold an AGM in any year.

6.11 A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from one or more 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.

6.12 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.

7. Directors

7.1 The Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

7.2 A person who is willing to act as a Director, and is permitted by law to do so may be appointed to be a Director (either as an additional Director or to fill any vacancy) by ordinary resolution of the Members, or as follows:

7.2.1 up to two Directors may be appointed by Kingston Upon Hull City Council ("Appointing Body") at a meeting held according to the ordinary practice of the Appointing Body and pursuant to Article 7.3; and

7.2.2 up to 10 Directors may be appointed by the Directors pursuant to Article 7.4.

7.3 An appointment of a Director by the Appointing Body pursuant to Article 7.2.1 shall be for a term of three years, or if the appointment is being made to fill a casual vacancy, the unexpired term of the appointee's predecessor. The appointment will be effective from the later of the date of vacancy and the date on which the Directors are informed of the appointment by the Appointing Body. The person appointed need not be a member of the Appointing Body.

7.4 An appointment of a Director by the Directors pursuant to Article 7.2.2 shall be for a term of three years and up to two of the appointees may be residents of the Charity's almshouses. The majority of the appointees shall be persons who through residence, occupation, employment or otherwise has special knowledge of the city of Kingston upon Hull.

7.5 Unless otherwise determined by ordinary resolution, the maximum number of Directors shall be 12 and the minimum number shall be five. No person may serve more than three terms of three years each as a Director.

7.6 A Director's term of office as such automatically terminates if they:

7.6.1 are disqualified under the Companies Acts from acting as a director;

7.6.2 are incapable, whether mentally or physically, of managing their own affairs;

7.6.3 are absent without the permission of the Directors from all their meetings held within a period of six months and the Directors resolve that their office be vacated;

7.6.4 resigns by written notice to the Directors (but only if at least three Directors will remain in office);

7.6.5 have served three terms of three years as a Director; or

7.6.6 are removed by the Members or by resolution passed by at least 75% of the Directors present and voting at a Directors' meeting.

A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

8. Chair, Deputy Chair and Directors' Proceedings

8.1 The Directors may appoint a Director to chair their meetings. The person so appointed for the time being shall be known as the Chair. The Directors may determine for what period the Chair is to hold office or terminate the Chair's appointment at any time. The Directors may also appoint a Director as deputy chair to chair Directors' meetings if the Chair is unable to do so. The person so appointed for the time being shall be known as the Deputy Chair. The Directors may determine for what period the Deputy Chair is to hold office or terminate the Deputy Chair's appointment at any time. If the offices of Chair and Deputy Chair are vacant or if the Chair and the Deputy Chair are unable to chair a Directors' meeting then the Directors may appoint any of their number who are present at that meeting, and willing to act, to chair that meeting.

8.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than five, and, unless otherwise fixed, it is five.

8.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.

8.4 The Directors must hold at least four Directors' meetings in each 12 month period.

8.5 The Chair or any two Directors, may call a Directors' meeting at any time.

8.6 Directors' meetings require at least seven days' notice unless either all the Directors agree or urgent circumstances require shorter notice. Notice of Directors' meetings need not be in writing. Notice of Directors' meetings may also be sent by suitable electronic means to an address provided by a Director for the purpose.

8.7 Any issue may be determined by a simple majority of the votes cast at a meeting, but the Directors may also take a decision by no less than a two thirds majority without a Directors' meeting by indicating to each other by any means, including without limitation by suitable electronic means, that they share a common view on a matter. Such decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated their agreement in writing. Any Director may propose a Directors' resolution pursuant to this Article 8.7.

8.8 Every Director has one vote on each issue and, in case of equality of votes, the chair of the meeting has a casting vote subject to Article 9 (Conflicts of Interest).

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

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

9. Conflicts of Interest

9.1 Subject to Article 9.2, any Director who becomes a Conflicted Director in relation to any matter must:

9.1.1 declare the nature and extent of their interest before discussion begins on the matter;

9.1.2 withdraw from the meeting for that item after providing any information requested by the Directors;

9.1.3 not be counted in the quorum for that part of the meeting; and

9.1.4 be absent during the vote and have no vote on the matter.

9.2 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the matter giving rise to the conflict of interest and authorise the

Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:

9.2.1 continue to participate in discussions leading to the making of a decision and/or to vote; or

9.2.2 disclose to a third party information confidential to the Company; or

9.2.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or benefit; or

9.2.4 refrain from taking any step required to remove the conflict,

provided that no authorisation may be given under this Article 9.2 which will allow a Conflicted Director or a Connected Person to receive a benefit.

10. Records and Accounts

10.1 The Directors must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

10.1.1 annual returns;

10.1.2 annual reports; and

10.1.3 annual statements of account.

10.2 The Directors must also keep records of:

10.2.1 all proceedings at meetings of the Directors;

10.2.2 all resolutions in writing;

10.2.3 all reports of committees; and

10.2.4 all professional advice obtained

11. Communications

11.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Acts may be served:

11.1.1 by hand;

11.1.2 by post; or

11.1.3 by suitable electronic means.

11.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the register of Members

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

11.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

11.3.2 two clear days after being sent by first class post to that address;

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

11.3.4 immediately on being handed to the recipient personally; or, if earlier,

11.3.5 as soon as the recipient acknowledges actual receipt.

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

12. Indemnity

12.1 Subject to Article 12.2, a Director or former Director may be indemnified out of the Company's assets against:

12.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company;

12.1.2 any liability incurred by that Director in connection with the activities of the Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); or

12.1.3 any other liability incurred by that Director as an officer of the Company.

12.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

End of Articles of Association