

Healthwatch Oxfordshire Board of Directors

Date of Meeting: 24 th May 2016	Paper No: 3
---	--------------------

Title of Presentation: Business Manager’s Paper

This paper is for	Discussion		Decision	x	Information	x
--------------------------	-------------------	--	-----------------	---	--------------------	---

Purpose and Executive Summary (if paper longer than 3 pages):
 This paper presents an update on the:

- Update on charity conversion process
- Update on office move
- Board workshop

Financial Implications of Paper:
 None

Action Required:
 The Board is asked to:

1. Note the update on the proposed Charity Conversion
2. Agree the recommendation to convert to a Charity
3. Note the update on the office move
4. Note the Quarter 4 management accounts
5. Note the Board workshop update

Author: Carol Ball

1. Update on Conversion to a Charity

Tessa Hennessy (solicitor) has been engaged to support Healthwatch Oxfordshire with its move towards converting from a Community Interest Company to a charity.

New draft Articles of Association were prepared and presented to the Directors at the Board meeting in March 2016. The Draft Articles of Association have now been amended in light of the Directors comments from that meeting and are presented for information purposes only (*appendix 1*).

The Directors are asked to note that on 1st April 2016 the Cabinet Office started a consultation on the conversion of existing charitable companies and CICs to charitable incorporated organisations (CIOs). It is anticipated that the first companies will be able to start conversion from 1st October 2017 (if all goes to plan). Implementation is likely to be phased however, with the first tranche of companies eligible to convert being those with a turnover of £500,000 or more, then the next tranche companies with a turnover of £250,000 or more, and so forth working down to those with incomes of less than £25,000.

As a CIO Healthwatch Oxfordshire would only need to complete an annual return for the Charity Commission whereas as a CIC changing our legal entity status to a charity Healthwatch Oxfordshire will need to complete returns for both the Charity Commission Companies House, however, the latter is not an onerous or time consuming task.

Next steps

The Draft Articles as amended will be sent to the Charity Commission who will be asked to issue a statement that in their [Charity Commissions] opinion, if the proposed Articles are adopted, the company will be able to fully convert to a charity in England and Wales.

Upon receipt of a favourable statement from the Charity Commission the Directors at their next Board meeting will be asked to formally adopt the new Articles of Association to enable the conversion to take place.

The Directors are recommended to agree to change the legal status of the organisation from a Community Interest Company to a charity.

2. Office Update

The office move is on track to happen on the 1st June 2016 and Carol Moore and Carol Ball have met the landlord on site to discuss final snagging prior to the move. Notice has been given to PURE offices and all Healthwatch Oxfordshire partner and stakeholders will be informed of the move once the lease has been signed. At the time of writing this update the lease was with the Healthwatch Oxfordshire solicitors awaiting their final amends.

On the day of the move is anticipated that that the office will be closed but staffed on the 31st May 2016 and the 1st June 2016 and that the telephone and IT systems will be up and running by Thursday 2nd June 2016. As a contingency the telephone system will be diverted to the Executive Directors mobile handset.

The Directors are asked to note that the office will be closed on Thursday 9 June 2016 in order that the staff team can attend one day of the Healthwatch England conference. By going on the same day the staff will keep the event costs to a minimum by travelling together.

As a contingency plan all staff are able to work independently from the office through remote access and the telephone can be diverted to a staff mobile phone if necessary.

It is anticipated that the cost saving from the move should be in the region of £10,000 per annum. It should be noted that some charges are unknown such as the service charge however, the landlord has indicated that these will be kept to a minimum.

E=essential D=desirable	High Cogges Farm (E)	Current Office (ED)
Annual Rent (inc.vat)	£7,750 (no vat payable)	£21,729
Annual water/sewerage	£250 pa	n/a
Annual electricity	Additional (solar panels fitted) £1500pa	£540
Annual gas/oil	n/a – all electric	n/a
Annual service charge	Yes – (not yet known but to cover cleaning of communal areas) £675pa approx	n/a
Landlord insurance reimbursement	£350 pa	n/a
Business rates	Not yet rated – Guideline without rate relief = £3000 Guideline with rate relief = £579	£1,250**
Other telephone costs	£1462pa inc mobile	£1722
Telephone/Broadband	£408 pa/£115 activation fee	£1,200 (telephone handset rental) Broadband included in rental fee
Parking	6 spaces	unlimited
Size	45 sq.m	54 sq.m
Photocopier relocation	£360	n/a
IT equipment set up	Costs TBD	n/a
Registered office	n/a	£120
Total indicative annual cost	£13,334 – £15,080	£26,561

3. Board Meetings

The next Board workshop is due to be held on Tuesday 28th June, unfortunately due to annual leave the Directors are asked to agree to bring this meeting forward by one week. This would mean the workshop would be held on Tuesday 21st June 2016 between 4-6pm.

The next Board meeting will be between 4-6pm on Tuesday 26th July at:

Council Chamber
Bicester Town Council
The Garth
Launton Road
Bicester
OX26 6PS

4. Quarter 4 Management Accounts

The fourth quarter management accounts can be found at appendix 2, the Directors are asked to note the key points in each budget line which are as follows:

Budget Line

1. There fourth quarter evidenced an underspend in staffing costs of £3,982 this was due to the restructure which took place in February this year. This includes savings on NI and pension costs due to a reduction in the number of staff members.
2. There was an underspend on the premises cost this was primarily due to the licence fee being paid one month in advance.
4. Professional fees for the quarter were reduced this is a result of the termination of the contract for Firebird. The Marketing and Communications manager is now in post and carries out this work in house.
5. Direct Publicity have been contracted to deliver our leaflets and posters to agreed locations all around the County this resulted in an overspend on this budget line
7. The project line is underspent due to the following reasons:
 - There was no Autumn project
 - Professional fee invoices relating to the Enter and View project have not been received
 - Grant funded projects have yet to report and therefore £4350 of this has yet to be paid out on completion of the projects.

Companies Act 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION

OF

HEALTHWATCH OXFORDSHIRE

1. Objects

The Objects of the Charity are for the public benefit the advancement of health and the relief of those in need including by reason of youth, age, ill-health, disability, financial hardship, social exclusion or any other vulnerability by:

- (A) providing information and advice to the general public about local health and social care services;
- (B) making the views and experiences of members of the general public known to health and social care providers
- (C) enabling local people to have a voice in the development, delivery and equality of access to local health and care services and facilities; and
- (D) providing training and the development of skills for volunteers and the wider community in understanding, scrutinising, reviewing and monitoring local health and social care services and facilities.

The Objects may be amended by special resolution but only with the prior written consent of the Commission.

2. Powers

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

- 2.1 to provide services including but not limited to, training, advice, support, and information;
- 2.2 to provide grants, loans and donations;
- 2.3 to accept gifts and to raise funds (but not by means of taxable trading);
- 2.4 to promote or carry out research and to disseminate the results;
- 2.5 to raise awareness of and to publicise issues concerning local health and social care;
- 2.6 to hold exhibitions, open days, meetings, conferences, lectures and seminars;
- 2.7 to co-operate with other bodies;
- 2.8 to support, administer or set up other charities;
- 2.9 to borrow money;
- 2.10 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.11 to acquire, lease, licence or hire property of any kind;
- 2.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.13 to set aside funds for special purposes or as reserves against future expenditure;
- 2.14 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);

- 2.15 to delegate the management of investments to a financial expert, but only on terms that:
- (1) the investment policy is set down in writing for the financial expert by the Trustees;
 - (2) timely reports of all transactions are provided to the Trustees;
 - (3) the performance of the investments is reviewed regularly with the Trustees;
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (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
 - (7) the financial expert must not do anything outside the powers of the Charity;
- 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 direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.17 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;
- 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;
- 2.19 to employ or engage paid or unpaid agents, volunteers, staff or advisors, and to make provision for the payment of pensions. The Charity may employ or pay a Trustee only

to the extent permitted in article 6.3 and provided it complies with the conditions of that article;

- 2.20 to enter into contracts to provide services to or on behalf of other bodies;
- 2.21 to establish or acquire subsidiary companies;
- 2.22 to amalgamate, affiliate or merge with any other charitable body having the same or similar objects to the Charity;
- 2.23 to pay out of the funds of the Charity the costs of forming and registering the Charity (both as a company and as a charity).
- 2.24 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The subscribers to the Memorandum (being the first Members) are also the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least three all of whom are over the age of 18, all of whom must support the Objects.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - (1) is a Member;
 - (2) is a natural person; and
 - (3) has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.5 The Trustees must retire at the end of their term of office but may be appointed for a further term of office. The term of office for Trustees is two years. A retiring

Trustee may be re-appointed for up to two additional terms of office but in any event a Trustee who has served for a period of six years must retire and cannot be re-appointed as a Trustee for a period of at least one year.

3.6 A Trustee's term of office automatically terminates if he/she:

- (1) is disqualified under sections 178-180 of the Charities Act from acting as a charity trustee; or
- (2) dies; or
- (3) in the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- (4) is removed by a majority vote passed by the other Trustees; or
- (5) is absent without good reason from [three] consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
- (6) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- (7) ceases to be a Member.

3.7 The Trustees may at any time co-opt any individual who is eligible under Article 3.4 as a Trustee to fill a vacancy in their number or as an additional Trustee.

3.8 No Trustee shall be entitled to appoint any person as an alternate Trustee.

3.9 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.

3.10 A Trustee whose term of office terminates and who is not re-appointed as a Trustee automatically ceases to be a Member of the Charity.

4. Trustees' proceedings

- 4.1 The Trustees must hold at least three meetings each year.
- 4.2 A quorum at a meeting of the Trustees is three or one third of the Trustees (if greater).
- 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 but at least one meeting in each year must be held in person.
- 4.4 The Trustees shall from time to time elect a Chairperson to chair their meetings. The Chairperson will hold office for two years and on retiring shall be eligible for re-election.
- 4.5 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.6 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.
- 4.7 Every Trustee has one vote on each issue but, in case of equality of votes, the chairperson of the meeting has a second or casting vote.
- 4.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

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

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.

- 5.2 To appoint a Chairperson, a Treasurer and other honorary officers from among their number.
- 5.3 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.
- 5.4 To employ someone to manage the affairs of the Charity on a day to day basis and to supervise such person as they think fit;
- 5.5 To open and operate a bank account(s);
- 5.6 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.7 To make regulations consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.8 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).
- 5.9 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.10 To exercise any powers of the Charity which are not reserved to the Members.

6. Benefits and Conflicts

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - (1) Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

subject to compliance with Article 6.4:

- (2) Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (3) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (4) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries of the Charity.

6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 6.1 or 6.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including accommodation and travel costs) actually incurred in running the Charity;
- (3) the benefit of indemnity insurance as permitted by the Charities Act;
- (4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (5) In exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

6.3 A Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

- (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 Article 6.4; and
- (3) no more than half of the Trustees are subject to such a contract in any financial year.

6.4 Subject to Clause 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

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

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (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 material benefit from the Charity or
- (4) refrain from taking any step required to remove the conflict.

6.6 This article 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.

7. Records and Accounts

7.1 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:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

7.3 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.

7.4 A copy of the Charity's Articles of Association (and any special resolutions relating to them) 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.

8. Membership

8.1 Membership is open to any person or organisation interested in furthering the Objects and approved by the Trustees.

8.2 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

8.3 Membership is not transferable.

8.4 The Trustees may establish different classes of Members (including associate or non-voting members) and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

8.5 A Member which is an organisation may appoint any individual it considers appropriate to act as an authorized representative and to exercise all rights of membership on behalf of the Member organization at a general meeting of the Charity. Any such appointment shall be made, or revoked, by written notice to the Secretary, if there is one, or if not, to the Charity.

8.6 The Charity must maintain a register of Members.

9. General Meetings

9.1 Members are entitled to attend general meetings in person (or through their authorised representatives) 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).

9.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) at least 21 clear days' written notice setting out the terms of the proposed special resolution.

- 9.3 There is a quorum at a general meeting if the number of Members present in person (or through an authorised representative) or by proxy is at least three or one-third of the membership, whichever the greater.
- 9.4 The chairperson at a general meeting shall be the chair of Trustees or (if the chair is absent or unwilling to act) some other Trustee chosen by Members present.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person (or through its authorised representative) or by proxy has one vote on each issue.
- 9.7 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.
- 9.8 Members must annually:
- (1) receive the accounts of the Charity for the previous financial year;
 - (2) receive a written report on the Charity's activities;
 - (3) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - (4) elect Trustees to fill the vacancies arising;
 - (5) appoint reporting accountants or auditors for the Charity;
- 9.9 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 9.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.11 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 by a Written Resolution.

10. Termination of Membership

10.1 Membership is terminated if:

- (1) the Member being an individual dies or if an organisation ceases to exist;
- (2) the Member resigns by written notice to the Charity;
- (3) any subscription due from the Member to the Charity is not paid within six months of it falling due:
- (4) the Member is removed from membership by an ordinary resolution of the Charity in general meeting that it is in the best interests of the Charity that its membership is terminated. A resolution to remove a member from membership may only be passed if:
 - (a) the Member has been given at least twenty one days' notice in writing of the general meeting of the Charity at which the resolution will be proposed and the reasons why it is proposed: and
 - (b) the Member (or a representative of the Member) has been allowed to make representations to the meeting.

For the avoidance of doubt, the membership of a Trustee who retires in accordance with any provision in these Articles automatically terminates.

11. Limited Liability

The liability of Members is limited.

12. Guarantee

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

- 12.1 payment of those debts and liabilities of the Charity incurred before he/she/it ceased to be a member;
- 12.2 payment of the costs, charges and expenses of winding up; and
- 12.3 the adjustment of rights of contributors among themselves.

13. Indemnity

The Charity shall indemnify every Trustee or other officer or auditor of the Charity against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

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:
 - (1) by hand;
 - (2) by post;
 - (3) by suitable electronic means; or
 - (4) through publication in the Charity's newsletter or on the Charity's website.
- 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:

- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally;
or, if earlier,
- (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 dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

15.3 This provision 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:

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Chairperson’ means the chairperson of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Acts 1992 to 2011;

‘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) from the Charity, 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 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' 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 act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'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;

'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;

‘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 28 days’ notice has been given and 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;

‘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;

‘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.

Appendix 2

Table 1: Quarter 4

Year: 2015-16

	Budget				Actuals				Total Variance
	Jan	Feb	Mar	Total	Jan	Feb	Mar	Total	
Income									
Total Income	84,439	542	541	85,522	83,987	1,030	374	85,391	131
Expenditure									
Total 1 Staffing costs	17,324	17,325	17,322	51,971	18,856	15,326	13,808	47,989	3,982
Total 2 Premises costs	2,007	2,007	2,007	6,021	1,854	1,859	51	3,763	2,258
Total 3 Board costs	500	500	500	1,500	149	93	1,452	1,694	-194
Total 4 Professional fees	2,504	2,503	2,505	7,512	350	1,100	1,100	2,550	4,962
Total 5 Marketing & Comms	1,084	1,084	1,082	3,250	812	3,345	1,611	5,769	-2,519
Total 6 Sundry running costs	1,080	1,080	1,082	3,242	898	707	914	2,520	722
Total 7 Project costs	2,833	2,833	9,209	14,875	4,400	845	669	5,914	8,961
Total Operating Expenses	27,332	27,332	33,707	88,371	27,319	23,275	19,605	70,199	18,172
Net Under/Overspend	57,107	-26,790	-33,166	-2,849	56,668	-22,245	-19,231	15,192	-18,041