Company number: 3773749

#### Written special resolution of

#### The Lantern Community ("the Company")

#### 29th August 2014

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

It is hereby resolved by way of special resolution that the Articles attached to this resolution be approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association.

The undersigned, a person entitled to vote on the following resolution on 29th August 2014 hereby irrevocably agrees to the resolution

Signed On behalf of The Sheili Date 19

If you agree with the Resolution, please indicate your agreement by signing and 1 dating this document where indicated above and returning the signed version

By Hand: delivering the signed copy to Mr Simon Figg, The Lantern Community, Folly Farm Lane, Ashley, Ringwood, Hants, BH24 2NN

Post: returning the signed copy by post to Mr Simon Figg. The Lantern Community. Folly Farm Lane, Ashley, Ringwood, Hants, BH24 2NN

Email: by attaching a scanned copy of the signed document to an email and sending it to Simon@lanterncommunity org uk Please enter "Written resolution dated 29<sup>th</sup> August 2014" in the email subject box

You may not return the Resolution to the Company by any other method

If you do not agree to the 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 Resolution, you may not revoke your agreement
- Where, by 28 days from the 29th August 2014 insufficient agreement has been 3 received for a resolution to pass, such resolution will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or during 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)
- 5 A copy of this resolution has been sent to the auditors

05/09/2014 **COMPANIES HOUSE** 

FRIDAY

#197

#### The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

# Articles of Association of The Lantern Community Company number 3773749

Amended by special resolutions dated 30 April 2007 19 November 2012 29 August 2014

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone 020 7551 7777)
www.bwbllp.com

#### The Companies Act 1985 - 2006

## Company Limited by Guarantee and not having a Share Capital Articles of Association of The Lantern Community

#### Interpretation

The interpretation of these Articles is governed by the provisions set out in *Schedule 1* to these Articles

#### **Objects**

2. The Charity's objects are

for the public benefit, to relieve sickness, promote good health, provide care to and advance the education and training of people with a disability (whether mental or physical), the young, the old, or people otherwise in need, in accordance with the principles of Dr Rudolf Steiner (as summarised in *Schedule 2* to these Articles), particularly (without limitation) by the establishment and maintenance of intentional communities in the form of villages, residential houses, day centres, kindergartens, schools, colleges or other types of social and/or educational community, in which beneficiaries live and/or work and/or to which they otherwise resort, in community with persons providing support (known as "Coworkers")

#### **Powers**

- To promote its objects but not for any other purpose the Charity may -
- support its beneficiaries in relation to all their material needs, including through the establishment and operation of community businesses in which beneficiaries and their Co-workers are engaged and/or by which they are supported,
- provide to, or procure for, beneficiaries the benefits similar to family life and community life in all their aspects and suitable healthcare, medical treatment and personal support, including (without limitation) through anthroposophical, social, philosophical, spiritual and religious practices following Steiner Principles,
- provide to, or procure for, beneficiaries, education, training, leisure activity and work, within, or outside, the Charity community, or communities,
- provide for all aspects of organisational, social and business life in the Charity community, or communities, including such administrative and management structures as are necessary for, or otherwise conducive to, the care, support and daily life of the Charity's beneficiaries,

- liaise, exchange information and advice and co-operate with public authorities and charitable and other organisations,
- 3 6 produce and support written materials in any format,
- undertake and promote, education and training and arrange and provide for classes, conferences, displays, exhibitions, lectures, meetings, seminars and similar events,
- 3 8 undertake and promote research, surveys, studies or other work, publishing the useful results,
- 3 9 provide or procure the provision of advice, counselling and guidance,
- alone, or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other institutions regarding the development and implementation of appropriate public policies, provided that all such activities shall be conducted on the basis of well- founded, reasoned argument and shall in all other respects be confined to those which a charity subject to the law of England and Wales may properly undertake,
- 3 11 enter into contracts to provide services to, or on the behalf of, other persons or bodies;
- 3.12 acquire any interest in real or personal property, construct and alter buildings and maintain such property and equip it for use,
- sell, lease, mortgage, or otherwise dispose of, or deal with, any of its real or personal property (subject to required consents),
- 3 14 borrow and provide charges, guarantees and other security (subject to required consents),
- 3 15 raise funds provided that (subject to Article 3 16) the Charity shall not undertake permanent trading activities in raising funds,
- 3 16 carry on trade in the course of carrying out any of its objects, temporary trade ancillary to carrying out its objects and any other trade which is not expected to give rise to taxable profits,
- 3 17 incorporate wholly owned subsidiary companies to carry on any trade,
- recruit and appoint community members to act as Co-workers for the benefit of beneficiaries and provide such Co-workers and their dependents with accommodation, food and support to meet their other personal and family needs, as the Trustees shall from time to time determine,
- 3 19 employ and engage employees, contractors and professional or other advisors and recruit and appoint volunteers,
- make appropriate provision for persons who are, or have been, under the direction of the Charity, including, for the avoidance of doubt, employees and Co-workers and their respective dependents, by way of pensions, superannuation, retirement benefits and other financial, or material, support,

- establish, support, or aid any other charity and subscribe, lend or guarantee money or property for charitable purposes,
- 3 22 become a member, affiliate or associate of, act as trustee of, or appoint trustees of, any other charity (including, without limitation, any charitable trust of permanent endowment property),
- 3 23 undertake and execute charitable trusts,
- 3.24 amalgamate with, or acquire, or undertake, all or any property, liabilities and engagements of any charity having charitable objects wholly, or in part, similar, to those of the Charity,
- 3 25 set aside funds for special purposes, or, in accordance with an appropriate written policy, as reserves,
- 3 26 invest and deal with the Charity's funds not immediately required for its objects in or upon any investments, securities, or property,
- delegate the management of investments to a financial expert and arrange for investments, or other property, of the Charity to be held in the name of a nominee, in each case in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,
- 3 28 give loans, credit and guarantees, taking appropriate security and become or give security for the performance of contracts by any person,
- 3 29 open and operate banking accounts and other facilities for banking and use any financial instruments,
- 3 30 insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- pay out of the funds of the Charity the cost of any premium in respect of indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence default, breach of trust, or breach of duty of which they may be guilty in relation to the Charity, except that no such insurance shall extend to liability for
  - 3 31 1 any claim arising from any act or omission which the Trustee (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustee (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not,
  - 3 31 2 personal fines,
  - 3 31 3 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty, or wilful or reckless misconduct of the Trustee
- 3.32 do all such other lawful things as shall further the Charity's objects

#### Limitation on private benefits

- The income and property of the Charity shall be applied solely towards the promotion of its objects.
- No part of the income and property of the Charity shall be paid or transferred, directly or indirectly, by way of benefit, to Members and no Trustee may receive any remuneration, or other benefit in money or money's worth, from the Charity, except for payment in good faith of -
  - 4 1 1 any payment made, or benefit provided, to any Member, or Trustee, or Connected Person in their capacity as a beneficiary of the Charity,
  - 4 1 2 any benefit, subject to 4 2, provided to a Co-worker, who is also a Member, Trustee or Connected Person, in the form of accommodation, living expenses and other necessary goods, services or funds enabling him/her to fulfil his/her role as a Co-worker,
  - 4 1 3 any benefit, subject to 4 2, provided to a Co-worker who is also a Member, Trustee or Connected Person, in relation to the provision of reasonable breaks from his/her work for the Charity and appropriate benefits, as described in 3 20, on leaving his/her position as a Co-worker,
  - 4 1 4 reasonable and proper payment to any person (not being a Trustee) for any goods or services supplied to the Charity,
  - 4 1 5 reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of an employee, Co-worker, Trustee, or other representative of the Charity,
  - 4 1 6 interest on money lent to the Charity at a reasonable and proper rate per annum,
  - 4 1 7 reasonable and proper rent for premises let to the Charity,
  - 4 1 8 payments, or other benefits, in money or money's worth, to any company of which a Member, Trustee, or Connected Person is a member holding not more than 1% of its capital,
  - 4 1 9 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 3.31of these Articles,
  - 4 1.10 the usual professional charges for business done by any Member, or subject to 4 2, any Trustee or Connected Person, who is a solicitor, accountant or other person engaged in a profession, or by any partner of his/hers, when instructed by the Charity to act in a professional capacity on its behalf,
  - 4 1 11 payment for other goods or services provided to the Charity by any Member or, subject to 4 2, any Trustee or Connected Person (other than for acting as a trustee)

- 4 2 Any payments, or other benefits, under Clauses 4 1 2, 4 1 3, 4 1.10, or 4 1 11 may only be made if the following conditions are satisfied
  - 4 2 1 No more than two Trustees are Co-workers or otherwise resident in any community managed by the Charity,
  - 4 2 2 the payments, or other benefits, do not exceed an amount that is reasonable in all the circumstances:
  - 4 2 3 any relevant Trustee is absent from and does not count towards quorum for the part of any meeting at which there is discussion of and does not vote on any resolution relating, to
    - (a) the setting of, or amendment to general policy on provisions for Coworkers,
    - (b) his/her, or a relevant Connected Person's, appointment, or performance, as a Co-worker and any material benefit to be provided to such person as a Co-worker which is not provided to Co-workers generally,
    - (c) his/her, or a relevant Connected Person's, engagement by the Charity under any contract, the payment and other terms of such contract and such person's performance under it.
  - 4.2 4 the terms of engagement are contained in a written contract;
  - 4 2.5 In relation to any proposed contract with a relevant Trustee, or Connected Person, that the other Trustees are satisfied that it is in the best interests of the Charity to enter into a contract with that Trustee, or Connected Person, rather than with someone who is not a Trustee, or Connected Person,
  - 4 2 6 the reasons for the decision of the Trustees are recorded in the official minutes of trustee meetings,
  - 4 2 7 a majority of Trustees then in office have not received any such payment, or other benefit, except for benefits applicable to all Co-workers under duly approved general policy on provisions for Co-workers
- The restrictions and qualifications to them, under this Article 4, relating to remuneration of and provision of benefits to Trustees from the Charity apply also to remuneration of and benefits to Trustees from Subsidiary Companies
- For any transaction authorised by Articles 4 1, 4 2, or 4 3, the Trustee's duty (arising under the Act) to avoid a Conflict of Interest with the Charity shall be disapplied provided the relevant provisions of Article 68 have been complied with

#### Limited liability

5 The liability of the Members is limited

#### Member obligations

- Every Member undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it is wound up while he/she is, or within one year after he/she ceases to be, a Member for -
- payment of the Charity's debts and liabilities contracted before he/she ceased to be a Member,
- 62 the costs, charges and expenses of winding up, and
- the adjustment of rights, between themselves, of persons who have contributed to the Charity's assets

#### Surplus on winding up

If any property remains after the Charity has been wound up or dissolved and all debts and liabilities have been satisfied, it shall be paid to the Sheiling Trust (company number 01929545) or transferred, to some other charitable institution or institutions having similar objects. The institution or institutions to benefit shall be chosen by the Members at or before the time of winding up or dissolution. If the Charity is registered in Scotland, the institution, or institutions, must be charitable in Scotland as well as England.

#### Members

- The Members shall be such individuals as are admitted to membership in accordance with the Articles A person who wishes to become a Member shall apply to the Charity in such form as the Trustees require
- The Trustees may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.
- The Trustees may from time to time prescribe criteria for membership but shall not by so doing become obliged to accept persons fulfilling those criteria as Members
- 11. Membership is not transferable and ceases on death. A Member shall cease to be a Member -
- 11.1 If the member, being an individual, dies;
- on the expiry of at least 7 Clear Days' written notice to the Charity of his/her intention to withdraw as a Member,
- 11 3 If any subscription or other sum payable by the Member to the Charity is not paid on the due date and remains unpaid 7 days after written notice to the Member from the Charity informing him/her that he/she will be removed from membership if it is not paid (the Trustees may re-admit to membership any person removed from membership on this ground on his/her paying such reasonable sum as the Trustees determine),
- 11.4 If he/she becomes bankrupt or makes any arrangement or composition with his/ her 211850/0003/Articles of Ass v3

7

creditors generally,

- 11 5 If, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Member be removed from membership on the ground that he/she has ceased to be connected with any community managed by the Charity,
- 11 6 If, at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed resolving that the Member be removed from membership on the ground that his/her continued membership is harmful to, or is likely to become harmful to, the interests of the Charity Such a resolution shall not be passed unless the Member has been given at least 14 Clear Days' written notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by, or of making written representations, to the Trustees A member expelled by such a resolution shall nevertheless remain liable to pay to the Charity any subscription or other sum owed by him/her,
- 11 7 If he/she is expelled, as a community member, from any community, or institution managed by the Charity For the avoidance of doubt, being a Member of the Charity and being a member of a community or institution managed by the Charity are separate matters,
- he/she is named on any barred list maintained under the Safeguarding Vulnerable Groups Act 2006,

Categories of membership and associate members

- The Trustees may establish such categories of membership as they consider appropriate and may levy subscriptions on Members at such rates as they decide and at different rates for different categories of Member
- The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be Members of the Charity for the purposes of the Articles or the Act

#### **Trustees**

#### Number of Trustees

There shall be at least five Trustees, of whom no more than two may be Co-workers or otherwise resident in any community managed by the Charity

#### Appointment, retirement, removal and disqualification of Trustees

At every annual general meeting one-third of the Trustees, or the number nearest to one-third, shall retire from office If there is only one Trustee who is subject to retirement by rotation, he/she shall retire

- The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became, or were last reappointed, Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be decided by lot
- 16. If the Charity at the meeting at which a Trustee retires by rotation does not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the Trustee is put to the meeting and lost
- On coming to the end of a term of office or consecutive terms of office lasting more than six years in total, a Trustee must take a break from office and may not be reappointed until the earlier of
- 17.1 the anniversary of the commencement of his or her break from office, and
- 172 If applicable, the annual general meeting following the annual general meeting at which his or her break from office commenced,
  - unless the Trustees decide that it is in the interests of the Charity for such a Trustee not to take a break from office
- No person may be appointed as a Trustee
- 18 1 unless he/she is a Member,
- 18 2 unless he/she is over 18 years,
- 18 3 in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from acting
- No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless -
- 19 1 he/she is recommended by the Trustees, or
- at least 14 but not more than 35 Clear Days before the date appointed for the meeting, written notice signed by a Member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment, or reappointment, stating the name and Address of the nominee, together with written confirmation by the proposed nominee of his/her willingness to act
- At least 7 but not more than 28 Clear Days before the date appointed for holding a general meeting, written notice shall be given to all Members of the name and Address of any person (other than a Trustee retiring by rotation at the meeting) who is duly recommended or nominated for appointment or reappointment as a Trustee at the meeting
- Subject to the above Articles, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may decide the rotation in which an additional Trustee is to retire

- 22. Subject to the above Articles the Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee A Trustee so appointed shall hold office only until the next following AGM and shall not be taken into account in determining the Trustees who are to retire by rotation at that AGM If not reappointed at such AGM, he/she shall vacate office at the end of the meeting
- Subject to the above Articles, a Trustee who retires at an AGM may, if willing to act, be reappointed If he/she is not reappointed, he/she shall retain office until the meeting appoints someone in his/her place, or if it does not do so, until the end of the meeting
- 24 The office of a Trustee shall be vacated if -
- 24.1 he/she ceases to be a Member,
- 24.2 he/she ceases to be a Trustee by virtue of any provision of the Act, or becomes disqualified by law from being a company director or a charity trustee,
- 24.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he/she be removed from office for this reason,
- 24.4 he/she resigns by notice to the Charity, provided at least two non Co worker Trustees will remain in office when the resignation is to take effect,
- 24.5 he/she fails to attend three consecutive meetings of the Trustees without reasonable apology and the Trustees resolve that he/she be removed for this reason,
- at a general meeting of the Charity, a resolution is passed that he/she be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views,
- at a Trustees meeting at which at least half of the Trustees are present, a resolution is passed that he/she be removed from office Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees
- he/she is named on any barred list maintained under the Safeguarding Vulnerable Groups Act 2006 and, if it is a legal requirement that a trustee of the Charity be on the register maintained under the Safeguarding Vulnerable Groups Act 2006, he/she is not on that register

#### **Powers of Trustees**

Subject to the Act and the Articles, the business of the Charity shall be governed and managed by the Trustees, who may exercise all the powers of the Charity No alteration of the Memorandum or Articles shall invalidate a prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the

- Articles A meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees
- The continuing Trustees, or a sole continuing Trustee, may act despite any trustee vacancies, but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees, or of summoning a general meeting of the Charity
- All acts done by a person acting as a Trustee, even if it is afterwards discovered that there was a defect in his/her appointment, or that he/she was disqualified from holding office, or had vacated office, shall be as valid as if such person had been duly appointed and was qualified and had continued in office
- Subject to the Articles, the Trustees may regulate their proceedings as they think fit.

#### Chair of Trustees

The Trustees may appoint one of them to be chair of the Trustees and may at any time remove him/her from that office

#### Delegation of Trustees' powers

- The Trustees may by power of attorney or otherwise appoint any person to be an agent of the Charity for such purposes and on such conditions as they determine
- The Trustees may delegate any of their powers, duties, or functions, to any committee, or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person, or committee, in accordance with these Articles

#### Delegations to committees

- In the case of delegation to any committee
- 32 1 its composition shall be in the discretion of the Trustees and may allow for co-options by the committee,
- 32 2 its deliberations shall be reported regularly to the Trustees and any resolution passed, or decision taken, by such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary,
- 32 3 all delegations under this Article shall be variable, or revocable, at any time,
- 32.4 the Trustees may make such terms of reference and internal regulations for and give such mandates to any such committee as they consider appropriate,
- 32 5 committees shall only incur expenditure or potential liability on behalf of the Charity in accordance with a budget approved by the Trustees and applicable terms of reference,
- 33. For the avoidance of doubt, the Trustees may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any

- bank account according to such mandate as is considered appropriate (whether or not requiring a signature of any Trustee)
- The meetings and proceedings of committees shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by regulations made by the Trustees

#### Delegations of day to day management powers

- In the case of delegation of the day to day management of the Charity to an executive manager
- 35 1 the delegated power shall be to act within strategy, policy and budgets adopted by the Trustees,
- 35.2 the Trustees shall provide the manager with a description of his/her role and the extent of his/her authority, and
- 35 3 the manager shall report regularly to the Trustees

#### Members' Meetings

#### Annual General Meetings

The Charity shall hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees consider appropriate.

#### **Other General Meetings**

The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a written requisition to that effect, signed by at least 5% of the Members (in default Members signing the requisition may call a general meeting in accordance with the Act)

#### Length of notice

- All AGMs and general meetings shall be called by at least 14 Clear Days' written notice (subject to short notice provisions and the Act)
- A general meeting may be called by shorter notice if that is agreed by a majority in number of the members having a right to vote and attend at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

#### Contents of notice

Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall specify that it is a special resolution and include the proposed resolution.

- 40 1 In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his or her right to appoint another person as his or her proxy at a meeting of the Charity
- 40 2 If the Charity gives an electronic Address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at the meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice).

#### Service of notice

Notice of general meetings shall be given to every Member, to the Trustees and to the auditors of the Charity

#### Quorum

- No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a Member, or a proxy for a Member, or 10% of the membership, whichever is the greater, shall be a quorum
- If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be adjourned to the same day in the next week at the same time and place, or to such time and place as the Trustees may determine If at the reconvened meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

#### Chair of general meetings

- The chair of the Trustees or in his/her absence another Trustee nominated by the Trustees shall preside as chair of the meeting
- If neither the chair nor such other Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he/she shall be chair. If no Trustee is present and willing to act within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of them to be chair.
- 46. Attendance and speaking by Trustees and non-members
- 46 1 Trustees may attend and speak at general meetings
- The chair of the meeting may permit other persons who are not members of the Charity (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting

#### 47. Adjournment

- 47.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if
  - 47 1 1 the meeting consents to an adjournment, or
  - 47 1 2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- The chair of the meeting must adjourn a general meeting if directed to do so by the meeting
- When adjourning a general meeting, the chair of the meeting must
  - 47 3 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees, and
  - 47 3 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 47 4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 Clear Days' notice of it
  - 47.4 1 to the same persons to whom notice of the Charity's general meetings is required to be given, and
  - 47.4 2 containing the same information which such notice is required to contain
- No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

#### **VOTING AT GENERAL MEETINGS**

#### 48. Voting: general

- 48 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles
- On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution
  - 48.2 1 has or has not been passed, or
  - 48 2 2 passed with a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 76 is also conclusive evidence of that fact without such proof.

#### 49. Votes

Votes on a show of hands

- 49.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each
  - 49 1 1 each member present in person, and
  - 49 1 2 (subject to Article 53 3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution

provided that if a person attending the meeting falls within both of the above categories, he or she is not entitled to cast more than one vote but shall instead have a maximum of one vote

#### Votes on a poll

- On a vote on a resolution which is carried out by a poll, the following persons have one vote each
  - 49 2 1 every member present in person, and
  - 49 2 2 every member present by proxy (subject to Article 54 3)

#### General

- 49 3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have
- 49 4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Charity have been paid

#### 50. Errors and disputes

- No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 50 2 Any such objection must be referred to the chair of the meeting whose decision is final

#### 51. Poll votes

- 51 1 A poll on a resolution may be demanded:
  - 51 1 1 in advance of the general meeting where it is to be put to the vote, or
  - 51 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

- 512 A poll may be demanded by.
  - 51 2 1 the chair of the meeting,
  - 51 2.2 the Trustees,
  - 51 2 3 two or more persons having the right to vote on the resolution,
  - any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes, or
  - a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
- 51.3 A demand for a poll may be withdrawn if
  - 51 3 1 the poll has not yet been taken, and
  - 51 3 2 the chair of the meeting consents to the withdrawal

#### 52. Procedure on a poll

Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs

#### Results

- The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared
- The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded

#### **Timing**

- 52 4 A poll on.
  - 52 4 1 the election of the chair of the meeting, or
  - 52 4 2 a question of adjournment,

must be taken immediately

- 52 5 Other polls must be taken within 30 days of their being demanded
- A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded

#### Notice

No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded

In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken

#### 53. Proxies

#### Power to appoint

A member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and speak and vote at a meeting of the Charity A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed

#### Manner of appointment

- Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which
  - 53 2 1 states the name and Address of the member appointing the proxy;
  - 53 2 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
  - 53 2 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and
  - 53.2 4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate
- The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 53 5 Unless a Proxy Notice indicates otherwise, it must be treated as
  - allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

#### 54. Delivery of Proxy Notices

- 54.1 The Proxy Notification Address in relation to any general meeting is
  - 54 1 1 the registered office of the Charity, or
  - 54 1.2 any other Address or Addresses specified by the Charity as an Address at which the Charity or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form, or

- 54 1 3 any electronic Address falling within the scope of Article 53 2
- 54.2 If the Charity gives an electronic Address
  - 54 2 1 in a notice calling a meeting,
  - 54 2 2 in an instrument of proxy sent out by it in relation to the meeting, or
  - 54 2 3 in an invitation to appoint a proxy issued by it in relation to the meeting,

it will be deemed to have agreed that any Document or information relating to proxies for that meeting may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the notice) In this Article 54, Documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy

#### Attendance of member

A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid

#### **Timing**

- 54.4 Subject to Articles 54.5 and 54.6, a Proxy Notice must be received at a Proxy Notification Address not less than 48 hours before the general meeting or adjourned meeting to which it relates
- In the case of a poll taken more than 48 hours after it is demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll
- In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the Proxy Notice must be
  - 54 6.1 received in accordance with Article 54 4, or
  - 54 6 2 given to the chair, Secretary (if any) or any Trustee at the meeting at which the poll was demanded

#### Interpretation

54 7 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 54

#### Revocation

- An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address
- 54 9 A notice revoking the appointment of a proxy only takes effect if it is received before
  - 54 9 1 the start of the meeting or adjourned meeting to which it relates, or
  - 54 9 2 (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates

#### Execution

54 10 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

#### 55. Amendments to resolutions

- An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
  - 55 1 1 notice of the proposed amendment is given to the Charity in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and
  - the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution
- A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
  - the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 55 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution

#### Written Members' resolutions

- Subject to Article 57 a written resolution agreed by
  - 56 1 1 Members representing a simple majority, or

- 56 1 2 (in the case of a special resolution) Members representing not less than 75%, of the total voting rights of eligible Members shall be effective
- A Members' resolution under the Act removing a Trustee or auditor before the expiry of his/her/its term of office may not be passed as a written resolution
- A copy of the proposed written resolution must be sent to every eligible member indicating how to signify agreement and the applicable timescale

#### Trustees' meetings

#### Notice

- Two Trustees may (and the Secretary shall at the request of two Trustees) shall call a Trustees' meeting
- A Trustees' meeting shall be called by at least 7 Clear Days' notice unless urgent circumstances require shorter notice, or unless all the Trustees agree to shorter notice
- Notice of meetings shall be given to each Trustee, but need not be in writing
- Every notice calling a meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting

#### Irregularities in Trustees' proceedings

The proceedings at any Trustees' meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act

#### Quorum

- Subject to Article 65, the quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be three
- 65. The quorum for any Trustees' meeting at which Co-worker benefits are discussed must include at least two Trustees who are not Co-workers at any community managed by the Charity

#### Chair of Trustees' meeting

The chair, if any, of the Trustees or in his/her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting

#### Votes

Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he/she may have

#### **Conflicts of Interest**

- Whenever a Trustee finds himself/herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he/she must declare his/her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be, aware of it already
- 68 1 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees
- Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made by the Trustees
  - or 4 3 then the Trustee must comply with Article 68 4,
  - 68 2 2 for all other Conflicts of Interest, either the Trustee must comply with Article 68 4, or authorisation must be given by the unconflicted Trustees under Article 68
- 68 3 If a Trustee with a Conflict of Interest is required to comply with this Article he/she must:
  - remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,
  - 68 3 2 not be counted in the quorum for that part of the meeting, and
  - 68 3 3 withdraw during the vote and have no vote on the matter, or
  - 68 3 4 in the case of a decision taken outside a meeting only participate in the discussions leading up to the decision to such extent as in the view of the other Trustees is necessary to inform the debate, and not participate in the decision itself
- When a Trustee has a Conflict of Interest which he/she has declared to the Trustees, he/she shall not be in breach of his/her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him/her
- Trustees' power to authorise a conflict of interest
- 69 1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided
  - 69.11 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4,
  - 69 1 2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 67 2;

- of 13 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote (or in the case of a decision without a meeting, a decision) on the matter and can be counted in the quorum,
- 69 1 4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation, and
- 69 1 5 nothing shall permit the Trustees to authorise a direct or indirect benefit to a Trustee or Connected Person that is not permitted in accordance with Article 4
- If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 68 1then, even if he/she has been authorised to remain at the meeting (or participate in discussions leading up to a decision without a meeting) by the other Trustees, the Trustee may absent himself/herself from meetings (or discussions outside a meeting) of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed
- A Trustee shall not be accountable to the Charity for any benefit which he/she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 68 (subject to any limits or conditions to which such approval was subject)

#### Written Trustees' resolutions

A resolution in writing signed by a majority of Trustees entitled to receive notice of a meeting of Trustees shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by one or more Trustees. The date of a written resolution shall be the date on which the last Trustee signs

#### Unanimous Trustees decisions without a meeting

- A decision is taken in accordance with this Article 70 when all of the Trustees indicate to each other by any means that they share a common view on a matter
- 72. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing
- 73. A decision which is made in accordance with Article 70 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with.
- approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees,

- 73.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with Article 70
- 74 The date of the decision shall be the date of the communication from the Recipient confirming formal approval and the Recipient must prepare a minute of the decision

#### Virtual Trustees' meetings

A Trustees' meeting may be held, in whole or part, by telephone, or by televisual or other electronic or virtual means, in which all participants may communicate simultaneously with all other participants

#### Secretary

A Secretary may be appointed by the Trustees for such terms and at such remuneration (if not a Trustee) as they consider appropriate and may be removed by them

#### Minutes, Records and accounts

- 77. The Trustees shall cause minutes to be made in books kept for the purpose -
- 77 1 of all appointments made by the Trustees, and
- of all proceedings and decisions of the Charity and of the Trustees and of committees of Trustees, including the names of the Trustees present at each meeting,
  - and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were held, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee, be sufficient evidence of the proceedings
- The Trustees shall comply with the requirements of the Act and of the Charities Acts as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of annual reports, annual returns, and annual statements of account

#### Notices to Members

- Any written notice under these Articles shall be to an Address for the time being notified to the Charity for that purpose
- Such notice to be given personally, or by sending it by post in a prepaid envelope to the relevant notified Address, or by leaving it at that Address, or by electronic communication to a relevant notified electronic Address, or posted on a website in a manner agreed by the Members A Member who does not register an Address with the Charity, or who registers only a postal Address that is not within the UK, shall not be entitled to receive any notice from the Charity
- A Member present at a meeting of the Charity shall be deemed to have received due

211850/0003/Articles of Ass v3

#### notice of that meeting

Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication was transmitted to the proper Address shall be conclusive evidence that the notice was given A notice by post shall (unless the contrary is proven), be deemed to be given at the expiration of 48 hours after the envelope containing it was posted A notice by electronic communication shall be deemed to be given on the next working day after the day it was transmitted

#### Indemnity

- Subject to the Act, but without prejudice to any indemnity to which a Trustee may otherwise entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity against all costs, charges, losses, expenses or liabilities incurred by him/her in the proper execution and discharge of his/her duties in relation to the Charity and in
- defending any civil or criminal proceedings in which judgment is given in his/her favour or in which he/she is acquitted, and
- in connection with any application in which relief from liability is granted to him/her by the court,
  - where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity

#### Indemnity insurance

The Trustees shall have power to resolve pursuant to Clause 3 31 of the Articles to effect indemnity insurance, despite their interest in such policy

#### Regulations

- The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Charity and its affairs, the duties of any officers or employees of the Charity, the conduct of business of the Trustees or any committee and any other matter within the powers, provided that such regulations are not inconsistent with the Act, the Articles or any rule of law
- In particular such regulations may regulate the method of consultation with members of any community managed by the Charity aimed at ensuring, as far as appropriate, that the Charity is managed in accordance with the wishes of such community members

#### Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded

#### Schedule 1

#### Interpretation

#### **Defined terms**

In these Articles the following terms have the following meaning
--

	Term	Meaning
1 1	"Act"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity,
1 2	"AGM"	an annual general meeting of the Charity,
13	"Address"	includes any number or address used for the purpose of electronic or similar communication,
1 4	"Articles"	these Articles of Association of the Charity,
1 5	"Charity"	The Lantern Community,
16	"Charities Acts"	the Charities Acts 1992, 2006 and 2011,
1 7	"Clear Days"	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,
1 8	"Conflict of Interest"	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity,
19	"Connected Person"	(a) any spouse, parent, child, brother, sister, grandparent or grandchild of a Trustee, or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship, or (c) any company or firm of which a Trustee is a director, partner or employee, or shareholder holding more than one per cent of the capital,
1 10	"Co-worker"	an individual living and/or working in community with beneficiaries to whom he/she provides support in a community of the Charity in accordance with Steiner Principles,

1 11	"Electronic Form" and	
	"Electronic Means"	have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
1 12	"in writing/written"	printed or transmitted writing including in Electronic Form as defined in the Act,
1 13	"Member"	a company member of the Charity for the purposes of the Act,
1.14	"Secretary"	the company secretary of the Charity,
1 15	"Steiner Principles"	principles of Dr Rudolf Steiner, relating to Camphill charities, as summarised in Schedule 2 to these Articles,
1 16	"Subsidiary Company"	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares, or has the right to appoint the majority of its directors,
1 17	"Trustee"	a director of the Charity for the purposes of the Act and charity trustee of the Charity for charity law purposes,
1 18	"Writing"	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 or otherwise

#### 2 In these Articles

- 2 1 unless the context otherwise requires, words or phrases contained in the Articles have the same meaning as in the Act, except for any statutory modification not in force when the Articles become binding on the Charity
- subject to paragraph 2.1 above any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to subordinate legislation made under it

#### Schedule 2

### Summary of the principles of Dr. Rudolf Steiner relating to the establishment and operation of Campbill charities

Rudolf Steiner (1861-1925), an Austrian philosopher, scientist and social reformer, extended scientific research beyond the existing parameters of natural science to investigate the non-physical, spiritual realities of life. Using clear and accessible means for attaining spiritual knowledge, he offered insights that have inspired new approaches to medicine, education, the arts, architecture, agriculture, social reform and economics. As in the natural sciences, spiritual science employs objective methodologies which can be understood with rigorous thinking and empirically verified in practical activity. The name given to this new branch of science is 'anthroposophy', a Greek word meaning 'wisdom of Man'.

Anthroposophical principles as to curative treatment, education, medicine, architecture, agriculture, horticulture, art, science and religion form the basis of the life and activities of communities, provided that every member of such communities shall be at liberty to follow the religion of his/her choice. Rigidity in the matter of control should be avoided and the closest liaison should be maintained between all those responsible for the administration of the Charity and its community or communities in their everyday life.

Specific practices following the developed social and philosophical ideas and theories of Rudolf Steiner should be integrated into the work of the Charity as far as appropriate, including

- Community life Camphill establishes and maintains intentional communities. Their sustainability rests on an ethical foundation that recognises the uniqueness of the individual and seeks to respect, value and enhance the strengths and potential of each one. Social life in Camphill communities is based upon a threefold arrangement reflecting the recognition of the human being as comprising body, soul and spirit. This arrangement is expressed in the exercise of freedom in the spiritual/cultural domain, the safeguarding of equality in the realm of rights and responsibilities, and the practice of brotherliness in the economic realm. By application of these principles community members are bound together by will and personal commitment, not by legal constructs, meaning, for beneficiaries, any form of compulsion and for Co-workers the rights and obligations of contract.
- 2. Steiner Waldorf Education Based on the work and teachings of Rudolf Steiner, this is founded on an understanding of the human being related to specific concepts of body, soul and spirit and their development through childhood. It integrates educational content and method in ways that are supportive of this. The curriculum aims to meet the developmental needs of the growing child and adolescent, nurturing faculties rather than merely delivering prescribed information.
- Anthroposophical Medicine This an extension of natural scientific medicine which constitutes an international school of thought and practice based on the work and teachings of Rudolf Steiner and as further elaborated by the Medical Section of the School for Spiritual Science based at the Goetheanum, Switzerland and by its members working throughout the world Anthroposophical medicine includes the prescribing of

- anthroposophically developed medicines, therapies, social therapies, and pastoral medicine
- 4 Biodynamic agriculture and horticulture This unique form of organic husbandry is inspired by the research of Rudolf Steiner and is founded on a holistic and spiritual understanding of nature and the human being. It embraces respect for the environment, production of healthy food, and an understanding of the valuable connections between the individual, the community and the spiritual forces at work in nature