

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5626686

The Registrar of Companies for England and Wales hereby certifies that
OUGHTRINGTON COMMUNITY CENTRE

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 17th November 2005



N05626686Q



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



Companies House
for the record

12

Declaration on application for registration

Please complete in typescript,
or in bold black capitals.

CHWP000

Company Name in full

OUGHTRINGTON COMMUNITY CENTRE

I, [REDACTED]
of [REDACTED]

† Please delete as appropriate.

SSS

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

P [REDACTED]

Declared at

[REDACTED]
Day Month Year

On

11 11 2005

Ⓛ Please print name.

before me Ⓛ

[REDACTED]

Signed

[Signature]

Date

10 NOVEMBER 2005

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

WOBETTS LLP
ONE WOLMORE SQUARE
BIRMINGHAM B4 6AJ Tel 0845 404 2404
DX number DX13034 DX exchange BIRMINGHAM 1



A12 *ALIEBAJ* 444
COMPANIES HOUSE 11/11/2005

Form revised 10/05

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Package: 'Laserform'
by Laserform International Ltd.

30(5)(a)

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

OUGHTRINGTON COMMUNITY CENTRE

I,

of

ONE COLMORE SQUARE BIRMINGHAM B4 6AJ

† Please delete as appropriate.

~~a [Solicitor engaged in the formation of the company][person named as
director or secretary of the company in the statement delivered under
section 10 of the Companies Act 1985]~~† do solemnly and sincerely declare
that the company complies with the requirements of section 30(3) of the
Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

P. Byatt

Declared at

NO 1 COLMORE SQUARE, B4 6AA

Day Month Year

on

11 11 2005

⓪ Please print name.

before me ⓪

STEPHEN SHEPHERD

Signed

[Signature]

Date

10 November 2005

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

Cobbetts LLP
1 Colmore Square
Birmingham
B4 6AJ
Ref: PJL/MJW Tel 0845 404 2404
DX number DX 13034 DX exchange Birmingham 1

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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



A12 *ALIE7AAI* 445
COMPANIES HOUSE 11/11/2005



Companies House

for the record

10

Please complete in typescript, or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

5626686

Company Name in full

OUGHTRINGTON COMMUNITY CENTRE

Proposed Registered Office

(PO Box numbers only, are not acceptable)

1 OUGHTRINGTON CRESCENT

Post town

LYMM

County / Region

CHESHIRE

Postcode

WA13 9DJ

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

X

Agent's Name

COBBETTS LLP

Address

ONE COLMORE SQUARE

Post town

BIRMINGHAM

County / Region

WEST MIDLANDS

Postcode

B4 6AJ

Number of continuation sheets attached

1

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

COBBETTS LLP
ONE COLMORE SQUARE
BIRMINGHAM B4 6AJ Tel 0845 404 2404
DX number 13034 DX exchange BIRMINGHAM 1



A12 COMPANIES HOUSE 11/11/2005

V 08/02

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB for companies registered in Scotland

DX 235 Edinburgh or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title *Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature **Date**

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title *Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region Postcode

Country

Day Month Year

Date of birth **Nationality**

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature **Date**

Company Secretary (see notes 1-5)

Form 10 Continuation Sheet

CHWP000

Company Name

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address †

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address †

Post town

County / Region

Postcode

Country

Day

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

	NAME	*Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>
* Voluntary details		Forename(s)	<input type="text"/>		
		Surname	<input type="text"/>		
		Previous forename(s)	<input type="text"/>		
		Previous surname(s)	<input type="text"/>		
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.		Address ††	<input type="text"/>		
	<input type="checkbox"/>		<input type="text"/>		
		Post town	<input type="text" value="LYMM"/>		
		County / Region	<input type="text" value="CHESHIRE"/>	Postcode	<input type="text"/>
		Country	<input type="text" value="ENGLAND"/>		
	Date of birth	Day	Month	Year	Nationality
		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Business occupation	<input type="text"/>			
	Other directorships	<input type="text"/>			
		<input type="text"/>			
	I consent to act as director of the company named on page 1				
	Consent signature	<input type="text"/>		Date	<input type="text" value="2/11/05"/>

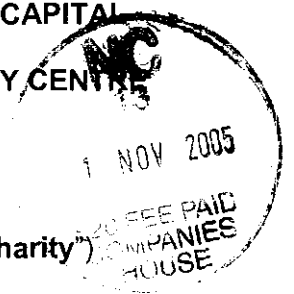
This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).	Signed	<input type="text"/>	Date	<input type="text" value="6/11/05"/>
	Signed	<input type="text"/>	Date	<input type="text" value="2/11/05"/>
	Signed	<input type="text"/>	Date	<input type="text" value="6/11/05"/>
	Signed	<input type="text"/>	Date	<input type="text"/>
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	Signed	<input type="text"/>	Date	<input type="text"/>
	Signed	<input type="text"/>	Date	<input type="text"/>

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COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF OUGHTRINGTON COMMUNITY CENTRE



1 Name

The name of the company is Oughtrington Community Centre ("**the Charity**")

2 Registered Office

The registered office of the Charity is to be situated in England and Wales.

3 Objects

The objects ("**the Objects**") of the Charity are:

3.1 To promote the benefit of the inhabitants of Oughtrington and the neighbourhood ("**the area of benefit**") without distinction of sex or of political, religious or other opinions by associating the local authorities, voluntary organisations and inhabitants in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving the conditions of life of the said inhabitants.

3.2 To establish or to secure the establishment of a Community Centre and to maintain and manage, or to co-operate with any local statutory authority in the maintenance and management of, such a Community Centre in furtherance of these Objects

3.3 The protection and preservation of the environment for the benefit of the public by:

(a) the provision, maintenance or improvement of a public park, recreation ground or open space in the area of benefit; or

(b) the provision of some other public amenity in the area of benefit.

3.4 To promote other charitable purposes for the benefit of the inhabitants of the area of benefit.



4 Powers

In addition to any other powers it may have, the Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To publish or distribute information.
- 4.2 To co-operate with other charities, bodies, statutory authorities and organisations and to exchange information and advice or enter into agreements with them.
- 4.3 To support, administer or set up other charitable trusts, associations and institutions formed for any of the charitable purposes included in the Objects.
- 4.4 To acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects.
- 4.5 To raise funds and invite and receive contributions provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations.
- 4.6 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 4.7 To buy, take on lease or in exchange, hire or otherwise acquire property of any kind and to maintain, alter, extend or improve any such property and equip it for use.
- 4.8 To sell, let, charge or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.9 To make grants or loans of money and to give guarantees.
- 4.10 To set aside funds for special purposes or as reserves against future expenditure.
- 4.11 To deposit or invest funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees reasonably consider necessary and having regard to the suitability of investments and the need for diversification).

- 4.12 To delegate the management of investments to a financial expert, but only on the terms that:
- 4.12.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.12.2 every transaction is reported promptly to the Trustees;
 - 4.12.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.12.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.12.6 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
 - 4.12.7 the financial expert must do not anything outside the powers of the Trustees.
- 4.13 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.14 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.15 To insure the Trustees against the cost of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or a breach of duty unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.

- 4.16 Subject to clause 5, to employ paid or unpaid agents, staff or advisers and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents.
- 4.17 To enter into contracts to provide services to or on behalf of other bodies.
- 4.18 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.19 To pay the costs, charges and expenses of forming the Charity out of the funds of the Charity.
- 4.20 To affiliate to the National Federation of Community Organisations (Community Matters) and to other charitable organisations with similar objects.
- 4.21 To do anything else within the law which promotes or helps to promote the Objects.

5 Benefits to Members and Trustees

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
 - 5.1.1 Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods and/or services supplied;
 - 5.1.2 Members who are not Trustees may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 Members who are not Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.1.4 Members (including Trustees) may receive charitable benefits in their capacity as beneficiaries
- 5.2 A Trustee must not receive any payment or money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in clauses 4.15, 5.1.4 or 5.3;

- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Trustee has less than a 1% shareholding;
 - 5.2.5 in exceptional cases other payments and benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
- 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is in accordance with the procedure in clause 5.4;
 - 5.3.3 no more than half of the Trustees are subject to such a contract in any financial year.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 Clause 5 may not be amended without the prior written consent of the Commission.

6 **Limited Liability**

The liability of members is limited.

7 **Guarantee**

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

8 **Dissolution**

8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

9 **Interpretation**

9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.

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

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

[Redacted]

WA13 9JD

[Handwritten Signature]

[Redacted]

WITNESS to the above signature:

[Redacted]

Name: X

[Redacted]

Address: X

[Redacted]

Occupation:

[Redacted]

[Redacted]

[Handwritten Signature]

[Redacted]

WITNESS to the above signature:

[Redacted] *ROBERTS*

[Redacted]

[Redacted]

[Redacted] *HOUSEWIFE*

[REDACTED]

W [REDACTED]

Name: X... [REDACTED]

[REDACTED]
[REDACTED]
WATS 9718

[REDACTED]

Dated this 9th day of November 2005

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF OUGHTRINGTON COMMUNITY CENTRE

1 Membership

- 1.1 The number of members with which the Charity proposes to be registered is unlimited. The subscribers to the Memorandum are the first members of the Charity.
- 1.2 The Charity must maintain a register of members.
- 1.3 The members of the Charity shall be:
 - 1.3.1 Individual members as provided for under Article 1.4 below.
 - 1.3.2 Group members as provided for under Article 1.5 below.
- 1.4 Individual membership of the Charity is open to any individual aged 18 years or over living in the area of benefit who applies to the Charity in the form required by the Trustees.
- 1.5 Group membership is open to Lymm Parish Council and to each user group. Each group member shall have the right by written notice to the Secretary of the Charity:
 - 1.5.1 To appoint one individual to represent it and to attend and vote on its behalf at general meetings of the Charity.
 - 1.5.2 To revoke the appointment of such an individual and to appoint another individual in his place.
- 1.6 Each individual member and each group member shall pay such subscriptions as the Trustees shall from time to time determine.
- 1.7 Membership is terminated if:
 - 1.7.1 The member dies or, if it is a user group, ceases to exist;
 - 1.7.2 The member resigns by written notice to the Secretary of the Charity;
 - 1.7.3 In the case of an individual member he or she ceases to reside in the area of benefit unless the Trustees of the Charity determine that the individual concerned may continue as a member;
 - 1.7.4 The individual member or group member is removed from membership by resolution of the Trustees on the grounds that in their reasonable opinion the member's continued membership is harmful to the Charity but only after notifying the member in writing and giving the individual member or the representative of the

group member a right to be heard by the Trustees before a final decision is taken.

1.8 Membership of the Charity is not transferable.

2 **User groups**

User groups shall be such groups as may, with the permission of the Trustees, be formed within the Charity among the individual members for the furtherance of a common activity.

3 **General Meetings**

3.1 Members are entitled to attend general meetings either personally or in the case of a group member through its authorised representative.

3.2 The Charity must hold an AGM in every year, which all members are entitled to attend. The first AGM shall be held within 18 months after the Charity's incorporation and not more than 15 months shall elapse between successive AGMs.

3.3 At an AGM the members:

3.3.1 receive the accounts of the Charity for the previous financial year;

3.3.2 receive the Trustees' report on the Charity's activities since the previous AGM;

3.3.3 accept the retirement of those Trustees who are retiring;

3.3.4 elect two individuals to be Trustees;

3.3.5 elect a Chair, Vice-Chair, Secretary, Treasurer and such other officers of the Charity as the members shall from time-to-time determine;

3.3.6 appoint auditors for the Charity; and

3.3.7 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

3.4 Any individual elected under Article 3.3.4 or 3.3.5 above must be a member or the authorised representative of a group member.

3.5 Any general meeting which is not an AGM is an EGM.

3.6 An EGM may be called at any time by the Trustees and must be called within 28 days on written request from the Chair or at least 15 members.

3.7 An AGM or any EGM called for the passing of a special resolution shall be called by at least 21 clear days written notice specifying the business to be discussed. All other EGMs shall be called on at least 14 clear days written notice specifying the business to be discussed.

- 3.8 No business shall be transacted at a general meeting unless a quorum is present at the commencement of business. A quorum is 15 members or one tenth of the total membership at the time whichever is the greater. The authorised representative of a group member shall be counted in the quorum.
- 3.9 The Chair is to chair general meetings but if the Chair is unable or unwilling to do so or is not present within ten minutes from the time appointed for holding the general meeting, a Trustee nominated by the Trustees present shall chair the meeting. If there is only one Trustee present or willing to act, he or she shall chair the meeting. If no Trustee is present and willing to chair the meeting within ten minutes from the time appointed for holding it, the members present must choose one of their own number to chair the general meeting.
- 3.10 Except where otherwise provided by the Act, every issue is decided by a majority of the votes.
- 3.11 Except for the chair of the meeting (who has a second or casting vote but only if the vote is tied) each individual member present and each group member present through its authorised representative shall have one vote on each issue.
- 3.12 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be adjourned to such date, time and place as the Trustees may determine and the Trustees must give at least seven clear days' notice to members of the reconvened meeting stating the date, time and place of the meeting. At the adjourned meeting the members present shall constitute a quorum for the transaction of business at that meeting.
- 3.13 If a vacancy occurs by death, resignation or disqualification among the Officers of the Charity appointed under Article 3.3.5 above, the Trustees shall have the power to fill it from among their number. Any individual appointed shall hold office until the conclusion of the following AGM.

4 The Trustees

- 4.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 4.2 A Trustee must be an individual aged 18 years or older. No one may be appointed as a Trustee if he or she would be disqualified under Article 4.9
- 4.3 The number of Trustees shall be not less than 3 but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

- 4.4 The subscribers to the Memorandum are the first Trustees, all of whom shall retire from office at the first AGM.
- 4.5 The Board of Trustees when complete shall consist of:
- 4.5.1 Two individuals appointed by the user groups, each of whom must be a member or the authorised representative of a group member;
 - 4.5.2 One individual appointed by Lymm Parish Council;
 - 4.5.3 Prior to the first AGM the subscribers to the Memorandum and thereafter two individuals elected by members at the AGM; and
 - 4.5.4 The Officers of the Charity.
- 4.6 The procedure for the appointment of a Trustee by the user groups shall be determined by the Trustees from time to time. The appointments under Articles 4.5.1 and 4.5.2 above will be effective either from the date of the vacancy or the date upon which the Secretary of the Charity is informed of the appointment, whichever is the later.
- 4.7 The Trustees have the right to co-opt up to a maximum of two additional Trustees by resolution passed at a meeting of the Trustees held under Article 5 below. Any such Trustee must retire at the conclusion of the next AGM but may be reappointed.
- 4.8 Each Trustee shall hold office until the conclusion of the following AGM but may be re-elected or re-appointed.
- 4.9 A Trustee's term of office automatically terminates if he or she:
- 4.9.1 is disqualified under the Charities Act from acting as a charity trustee or more generally as a Trustee under the Companies Act 1985 or the Company Directors Disqualification Act 1986 (or any statutory re-enactment or modification of that provision)
 - 4.9.2 is incapable, whether mentally or physically, or managing his or her own affairs;
 - 4.9.3 is absent without notice (and in the opinion of the Trustees without a valid and reasonable excuse) from 3 consecutive meetings or all meetings within a 12 month period of the Trustees and is asked by a majority of the other Trustees to resign;
 - 4.9.4 resigns by written notice to the Trustees (but only if at least 2 Trustees will remain in office);
 - 4.9.5 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of such

views and the members consider it reasonable to proceed with the removal;

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

5 Trustees' proceedings

- 5.1 The Trustees must hold at least 2 meetings each year.
- 5.2 A quorum at a meeting of the Trustees is the number nearest to one-third of the total number of Trustees.
- 5.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with by all the other participants.
- 5.4 The Chair (or if the Chair is unwilling or unable to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 5.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 5.6 Except for the chair of the meeting (who has a second or casting vote but only if the vote is tied) every Trustee has one vote on each issue.
- 5.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6 Trustees' powers

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

- 6.1 To appoint a Chair, Vice-Chair, Treasurer and Secretary who will hold office until the conclusion of the first AGM of the Charity. Officers will thereafter be appointed at the AGM under Article 3.3.5 above.
- 6.2 To delegate any of their functions to committees consisting of 2 or more individuals appointed by them. At least 2 members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees.
- 6.3 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 6.4 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.

- 6.5 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity.
- 6.6 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.7 To exercise any powers of the Charity which are not reserved to a general meeting.
- 6.8 Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees.
- 6.9 No alteration of the Memorandum or these Articles or any special resolution will have the retrospective effect to invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given.

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 financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 7.1.1 Annual returns;
 - 7.1.2 Annual reports; and
 - 7.1.3 Annual statements of account.
- 7.2 The Trustees must keep proper records of:
 - 7.2.1 All proceedings at general meetings;
 - 7.2.2 All proceedings at meetings of the Trustees;
 - 7.2.3 All reports of committees; and
 - 7.2.4 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 latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

8 Notices

- 8.1 Notices under the Articles may be sent by hand, by post, by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in the area of benefit and/or posted in a conspicuous place or places in the area of benefit.
- 8.2 The only address at which a member is entitled to receive notices sent by post is an address in the UK shown in the register of members.
- 8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 8.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 8.3.2 two clear days after being sent by first class post to that address;
 - 8.3.3 three clear days after being sent by second class or overseas post to that address;
 - 8.3.4 on the date of publication of a newspaper or journal containing the notice;
 - 8.3.5 on the date of posting in a conspicuous place;
 - 8.3.6 on being handed to the member personally; or, if earlier,
 - 8.3.7 as soon as the member acknowledges actual receipt.
- 8.4 A technical defect in the giving of notice due to an accidental omission of the Charity does not invalidate decisions taken at a meeting.

9 Indemnity

The Charity shall indemnify every Trustee or other officer or auditor of the Charity against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Trustee or in which the Trustee is acquitted or in connection with any application in which relief is granted to the Trustee by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

10 Dissolution

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

11 Interpretation

11.1 In the Memorandum and in the Articles, unless the context indicates another meaning;

'the Act' means the Companies Act 1985;

'AGM' means an annual general meeting of the Charity;

'area of benefit' means Oughttrington and the neighbourhood

'the Articles' means the Charity's articles of association;

'Centre' means the community centre maintained by the Charity;

'Chair' means the chairman or woman of the Trustees;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Act 1993;

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

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

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

'EGM' means an extraordinary general meeting of the Charity;

'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;

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

'member' and **'membership'** refer to membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum;

'the Officers' means the officers of the Charity appointed pursuant to Article 3.3.5, Article 3.13 or Article 6.1 above;

'Substantial permanent trading activities' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax

'Trustee' means a director of the Charity and **'Trustees'** means the directors.

'user groups' means the groups formed in accordance with Article 2 above;

'written' or **'in writing'** refers to a legible document on paper including a fax message;

'year' means calendar year.

12 Expressions defined in the Act have the same meaning.

13 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.

[Redacted signature area]

WITNESS to the above signature:

[Redacted witness name]

Name: * [Redacted name]

Address: * [Redacted address]

Occupation: * [Redacted occupation]

[Redacted signature area]

WITNESS to the above signature:

Liliana M. [Redacted]

Name: [Redacted]

[Redacted]
THE BE...
[Redacted]

Occupation: [Redacted]

[Redacted]

[Redacted]

Name: [Redacted]

Address: [Redacted]
SM

Occupation: [Redacted]

Dated this *9th* day of *November* 2005