



**THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF DARLINGTON ASSOCIATION ON DISABILITY**

**Incorporated under the Companies Acts 1985 to 2006
On 4th September 2008
under No 6688735**

Charity No 1125848

The Companies Acts 1985 to 2006

A COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

Memorandum of Association

of

DARLINGTON ASSOCIATION ON DISABILILTY

1. The name of the company is Darlington Association on Disability ("**the Company**").
2. The Office of the Company will be situated in England.
3. The objects for which the Company is established are: -
 - 3.1 to relieve the needs of disabled people and carers, for the public benefit, resident in particular, but not limited to, Darlington and the surrounding areas in particular but not exclusively by the promotion of equality, diversity and independence through the provision of services, support, information and training; and
 - 3.2 to direct, promote and support the efficient working of charitable organisations, voluntary bodies and statutory bodies in their work to relieve disability ("**the Objects**").
4. In furtherance of the Objects but not further or otherwise, the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
 - 4.1 Provide a means of consultation and co-operation among voluntary organisations, statutory bodies and other connected with the relief of disability.
 - 4.2 Promote the collection and dissemination of information for disabled people and carers and those interested in the relief of disability.
 - 4.3 To provide forums for the discussion of issues of mutual concern and to provide support and assistance for members organisations.
 - 4.4 To provide services for disabled people and carers directly or on behalf of other organisations which contribute to the relief of disability.

- 4.5 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
- 4.6 Subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company.
- 4.7 Subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.
- 4.8 To raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Company shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects.
- 4.9 To set aside funds for special purposes or as reserves against future expenditure.
- 4.10 To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- 4.11 To delegate the management of investments to a Financial Expert but only on terms that:
- 4.11.1 the investment policy is set down in writing for the Financial Expert by the Trustees;

- 4.11.2 every transaction is reported promptly to the Trustees;
 - 4.11.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.11.4 the Trustees are entitled to cancel the delegation arrangements at any time;
 - 4.11.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.11.6 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
 - 4.11.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 4.12 To arrange for investments or other property or assets of the Company 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.
- 4.13 To encourage groups of members to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Company. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees.
- 4.14 To establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Company's interests or any of them.

- 4.15 To employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them.
- 4.16 To provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Company.
- 4.17 To insure the property and assets of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 4.18 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them.
- 4.19 To subscribe to, support, affiliate, become a member of, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company.
- 4.20 To purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects.

- 4.21 To use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet or appropriate accessible format.
 - 4.22 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.
 - 4.23 To undertake or support research in furtherance of the Objects and to publish the useful results of such research.
 - 4.24 In so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the company receiving any consideration or advantage.
 - 4.25 To arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses.
 - 4.26 To provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus.
 - 4.27 To make applications for consent under bye-laws or regulations and other like applications.
 - 4.28 To pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the formation and registration of the Company.
 - 4.29 To enter into contracts and provide services to or on behalf of other bodies.
 - 4.30 To establish or acquire subsidiary companies to assist or act as agents for the Company.
 - 4.31 To do all such other lawful and charitable things as shall further the attainment of the Objects.
5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any

remuneration or other benefit in money or money's worth from the Company. Provided that this clause shall not prevent any payment in good faith by the Company:

- 5.1 of reasonable and proper remuneration to any Member, officer or employee of the Company (not being a Trustee) for any goods or services supplied to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or employee of the Company;
- 5.2 of interest at a reasonable rate on money lent by any Member or Trustee;
- 5.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Trustee;
- 5.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
- 5.5 to any Trustee of reasonable out-of-pocket expenses;
- 5.6 to any Trustee an indemnity in respect of any liabilities properly incurred in running the Company (including the cost of successful defence to criminal proceedings or regulatory investigation) but provided that such indemnity or the extent of such indemnity is not prohibited by any statute;
- 5.7 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf. Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion;
- 5.8 the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any Trustee) 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 Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any Trustee) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any Trustee) in

reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or any Trustee) in its or their capacity as the Trustees or Trustee of the Company; and

- 5.9 in exceptional cases other payments or benefits (but only with the written approval of the Charity Commission in advance).
6. A Trustee may not be an employee of the Company, but a Trustee or a Connected Person may enter into a contract with the Company to supply Services in return for a payment or other material benefit if:
 - 6.1 the Services are actually required by the Company;
 - 6.2 the nature and level of the benefit is no more than is reasonable in relation to the value of the Services and is set at a meeting of the Trustees in accordance with the procedure in clause 7;
 - 6.3 no more than up to one half of the Trustees are interested in such a contract in any Financial Year; and
 - 6.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Company, and likely to promote the success of the Company, for the Services to be provided by the relevant person to, or on behalf of, the Company for the amount or maximum amount of remuneration set at the meeting referred to in clause 6.2.
7. Whenever a Trustee has a direct or indirect interest in a matter to be discussed at a meeting of the Trustees or a committee, he must:
 - 7.1 declare that interest in accordance with the Act and declare it before the meeting or at the meeting before discussion begins on the matter;
 - 7.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 7.3 not be counted in the quorum for that part of the meeting; and

- 7.4 be absent during any vote and have no vote on the matter (whether in a meeting or by written resolution).
8. The liability of the Members is limited.
 9. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of its being wound up while he is a member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves.
 10. If, upon the winding-up or dissolution of the Company, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Members but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under, or by virtue of, clause 5 of this Memorandum of Association. Such charitable institution or institutions to be determined by the Members, at or before the time of dissolution, or in default by the Charity Commission, if and so far as effect cannot be given to such provision then to some other charitable object.
 11. Words or expressions used in this Memorandum shall have the same meaning as defined in the Articles of Association, unless expressly stated or the context otherwise requires.

We the subscribers of this Memorandum of Association wish to be formed into a company pursuant to this Memorandum

Names & Addresses of Subscribers	Signature of Subscriber	Date	Witness Signature, Name, Address & Occupation
Margaret Bates			
Carol Goodman			
Andrew Hart			
Colin Light			
Gordon Pybus			
Alan Watson			

The Companies Acts 1985 to 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**Articles of Association
of
Darlington Association on Disability**

INTERPRETATION

1. In these Articles and in the Memorandum, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

Words	Meanings
the Act:	The Companies Act 1985 and every statutory modification, replacement or re-enactment thereof for the time being in force (including any provision of the Companies Act 2006 for the time being in force)
the or these Articles:	The Articles of Association of the Company, as amended from time to time
Chairman:	The chairman of Trustees appointed in accordance with these Articles
Charity Commission:	The Charity Commission for England and Wales
Clear Day:	in relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect
Connected Person:	Any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm or

body corporate (including a limited liability partnership) of which a Trustee is a member or employee and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital

the Company:	Darlington Association on Disability
Electronic form:	Something sent by electronic means (as defined by the Act), such as an e-mail or fax, or by any other means while still being in electronic form
Financial Expert:	An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
Financial Year:	The Company's financial year
General Meeting:	a general meeting of the Company held in accordance with the Act
Members:	The Members of the Company for the purposes of the Act
Memorandum:	The Memorandum of Association of the Company
Month:	Calendar month
Office:	The Registered Office of the Company
Register:	The Register of Members of the Company kept pursuant to the Act
Seal:	The Common Seal of the Company if it has one
Secretary:	Any person appointed to perform the duties of secretary of the Company

Services:	(in the context of remuneration for services as stipulated in Clause 6) includes goods that are supplied in connection with the provision of services
a Trustee:	a director of the Company and Trustees means all the directors
Vice Chairman:	The vice chairman of Trustees appointed in accordance with these Articles
in writing or written:	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
Year:	Calendar year

Unless specifically stated otherwise:

Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.

Words denoting the singular include the plural and vice versa.

Words denoting any one gender include all genders.

Each reference to "person" includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality).

General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. The Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Company.

MEMBERS

3. The number of Members with which the Company proposes to be registered is unlimited.
4. The Members shall be the subscribers to the Memorandum who shall be deemed to have agreed to become Members. Subsequent Members shall be the persons appointed as Trustees from time to time who shall and have consented in writing to become Members and such other individuals who shall have applied to become members and been accepted and whose names shall have been entered in the Register. Provided that not less than 51% of Members shall be disabled people.
5. The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable.
6. Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to his becoming a Member.
7. The Trustees may establish other classes of membership (including informal membership) and may from time to time set out the rights and duties of such members (including the requirement to pay a subscription fee).
8. A Member shall cease to be a Member and his name shall be removed from the Register if:
 - 8.1 being a Member by reason only of his being a Trustee, he shall cease to be a Trustee;
 - 8.2 he resigns by giving one month's notice in writing of his resignation to the Company;
 - 8.3 he is suffering from mental disorder and either is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental disorder or an order is made in relation to his personal welfare or property and affairs under legislation relating to mental health or mental capacity;
 - 8.4 he dies or becomes subject to a bankruptcy or interim order or makes any arrangements or composition with his creditors generally;

- 8.5 in the case of a corporate member, a resolution is passed or an order is made for its winding up or it is placed in liquidation or it ceases to exist;
 - 8.6 he otherwise ceases to qualify for membership under these Articles; or
 - 8.7 he is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the interests of the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
9. Membership of the Company is not transferable.

GENERAL MEETINGS

10. The Trustees, or the Chairman, may whenever they or he thinks fit call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall immediately proceed to convene a General Meeting in accordance with those provisions. If at any time there are not within the United Kingdom sufficient Trustees capable of acting to form a quorum any Trustee or any Member may call a General Meeting.

NOTICE OF GENERAL MEETINGS

11. Notice of General Meetings shall be given in accordance with the Act.
12. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

13. No business shall be transacted at any General Meeting unless a quorum of Members is present. Save as herein otherwise provided, one third of the Members or a minimum of 3 Members present in person or by proxy or by authorised corporate representative and entitled to vote on the business to be transacted shall be a quorum. Provided that a majority of the quorum shall be disabled people.

14. If, within fifteen minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (but if that day falls on a bank or public holiday, the meeting will be held on the first business day (excluding Saturdays and Sundays) after that holiday), at the same time and place, or to such day, time and place as the Chairman, or the Trustees, shall appoint, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present shall be a quorum.
15. The Chairman shall preside as Chairman at every General Meeting of the Company or if he shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Vice Chairman (if any) shall, if present and willing to act, preside as Chairman failing which the Members present shall elect one of their number to be chairman of that meeting.
16. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
17. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.
18. A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in accordance with the Act.
19. A declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

20. A resolution in writing is as effectual as a resolution actually passed at a General Meeting duly convened and held and may consist of several documents in the like form and will be treated as having been passed when it is signed by, or on behalf of, the proportion of those Members whose votes would have been required to pass it at a General Meeting.

VOTES OF MEMBERS

21. Every Member shall have one vote (whether on a show of hands or on a poll) to be cast by the Member either personally or by proxy.
22. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
23. Every Member shall be entitled to appoint another person as his proxy in accordance with the Act. A proxy does not need to be a Member.
24. Proxies may only be validly appointed by a notice in writing (a "proxy notice") which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which he is appointed, is signed by or on behalf of the Member and is delivered to the Company in accordance with these Articles.
25. The Trustees may require proxy notices to be delivered in a particular form.
26. Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
27. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as 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.
28. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

29. An appointment under a proxy notice may be revoked by delivering the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
30. 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.

TRUSTEES

31. Until otherwise determined by a ordinary resolution of the Company, the number of Trustees shall not be less than three nor more than nine.
32. The subscribers to the Memorandum shall be the first Trustees.
33. The Trustees shall have power at any time from time to time to appoint any person who is able and willing to do so to be a Trustee subject to any maximum under Article 31. There shall be not less than 75% of Trustees who are disabled people.
34. A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of the Memorandum and these Articles.
35. A person who is not a Member shall not be or act as a Trustee and any Trustee who ceases to be a Member shall immediately cease to be a Trustee.

POWERS AND DUTIES OF THE TRUSTEES

36. Subject to the provisions of the Act, the Memorandum and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or these Articles and no such direction shall 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. The powers given by this article shall not be limited by any special power given to the Trustees by these Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

37. The Trustees may exercise all the powers of the Company to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part thereof and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party, but only in so far as is permitted by law.
38. Subject to the provisions of the Memorandum and these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the purposes of the Company or all or any of the provisions of these Articles.
39. Except to the extent permitted by clause 5 of the Memorandum, no Trustee shall take or hold any interest in property or assets belonging to the Company or receive remuneration or be interested otherwise than in their capacity as Trustee in any other contract to which the Company is a party.

DISQUALIFICATION OF TRUSTEES

40. The office of a Trustee shall be vacated if:
 - 40.1 he ceases to be a Member;
 - 40.2 he dies or becomes subject to a bankruptcy order or interim order or he makes any arrangement or composition with his creditors;
 - 40.3 he is suffering from mental disorder and either is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental disorder or an order is made in relation to his personal welfare or property and affairs under legislation relating to mental health or mental capacity;
 - 40.4 in the case of a corporate Trustee, a resolution is passed or an order is made for its winding up or it is placed in liquidation or ceases to exist;
 - 40.5 by notice in writing to the Company he resigns his office;
 - 40.6 he is disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;

40.7 he has been convicted of any criminal offence, except where the maximum sentence for that offence is a fine; or

40.8 he absents himself from the meetings of the Trustees during a continuous period of six months without special leave of absence from the Trustees and they pass a resolution that he has by reason of such absence vacated office.

RETIREMENT OF TRUSTEES BY ROTATION

41. At the first Trustee meeting in each Year, one-third of the Trustees for the time being, or if their number is not three or a multiple of three, the number nearest one-third shall retire from office.
42. A retiring Trustee shall retain his office until the conclusion of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.
43. The Trustees to retire by rotation shall be those who shall have been longest in office since their last appointment or re-appointment. As between persons who became or were re-appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
44. If the Trustees at the meeting at which a Trustee retires by rotation do not fill the vacancy, the retiring Trustee shall if willing to act be deemed to have been re-appointed, unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re- appointment of the Trustee is put to the meeting and lost.
45. Notwithstanding anything in these Articles, the Company may by Ordinary Resolution of which special notice has been given to all Members in accordance with the Acts remove any Trustee before the expiration of his period of office.

TRUSTEES' EXPENSES

46. The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or General Meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration.

PROCEEDINGS OF THE TRUSTEES

47. The quorum necessary for the transaction of business of the Trustees shall be one third of the Trustees, subject to a minimum of three Trustees. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
48. Unless otherwise resolved by the Trustees, the Trustees shall meet at least six times each year.
49. The Trustees may from time to time elect from amongst their number a Chairman, a Vice-Chairman, a Secretary and Honorary Treasurer and may determine for what period they are to hold office. The Chairman or Vice Chairman and either the Secretary or Honorary Treasurer shall be disabled people. The Chairman shall be entitled to preside at all meetings of the Trustees and meetings of the Company at which he shall be present. If there shall be no Chairman or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice-Chairman shall act as Chairman of the meeting and if no Vice-Chairman is elected or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be Chairman of the meeting. A Chairman or a Vice-Chairman elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if and for so long as he shall remain a Trustee. A retiring Chairman and Vice-Chairman may be re-elected.
50. The Trustees may appoint one or more committees consisting of two or more individuals appointed by them at least one of whom must be a Trustee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee. Provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.
51. Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than three members of the body concerned.

52. Any of the Trustees, or any committee of the Trustees, can take part in a Trustees meeting or committee meeting by way of a:

52.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or

52.2 series of video conferences or telephone calls from the Chairman.

Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chairman will be treated as taking place where the Chairman is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chairman is unless the Trustees decide otherwise.

53. The Chairman or Vice-Chairman of the Trustees may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.

54. The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

55. All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

56. The Trustees shall cause proper minutes to be made in books provided for the purpose of:

56.1 all appointments of officers made by the Trustees;

56.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and

56.3 all resolutions and proceedings at all meetings of the Company and of the Trustees and of committees of the Trustees.

Any minutes of any meeting, if purporting to be signed by the Chairman of that meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.

57. A resolution in writing signed by all the Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Trustees or of such committee duly convened and held. The resolution may consist of more than one document in the like form each signed by one or more than one person.

SECRETARY

58. The Secretary shall be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.

59. A provision of the Act, or these Articles, requiring or authorising a thing to be done by, or to, a Trustee and the Secretary shall not be satisfied by its being done by, or to, the same person acting both as a Trustee and as, or in place of, the Secretary.

EXECUTION OF DOCUMENTS

60. The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary (if any), or by a second Trustee, or by some other person appointed by the Trustees for that purpose. Otherwise, documents shall be executed for and on behalf of the Company in accordance with the Act.

HONORARY OFFICERS

61. The Trustees may, at any time and from time to time, appoint any person, whether a member of the Company or not, to be president, a vice-president or a patron of the

Company. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

ACCOUNTS

62. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company, carrying on activities of the nature carried on by the Company.

ANNUAL REPORT

63. The Trustees shall comply with their obligations under the Charities Acts 1993 and 2006 (or any statutory re-enactment or modification of those acts) with regard to the preparation of any annual report and its transmission to the Charity Commission.

ANNUAL RETURN

64. The Trustees shall comply with their obligations under the Charities Acts 1993 and 2006 (or any statutory re-enactment or modification of those acts) with regard to the preparation of an annual return and its transmission to the Charity Commission.

NOTICES

65.

65.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

65.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.

65.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by what that Trustee has asked to be sent or supplied which such notices or documents for the time being.

- 65.4 A Trustee may agree with the Company that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time or their being send and for the specified time to be less than 48 hours.
- 65.5 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class of type of post used) and in proving such a service of delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 65.6 Where a document or information is sent or supplied by the Company in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
66. A member, or Trustee, present at any meeting, shall be deemed to have received notice of the meting, and where requisite, of the purpose for which it was called.

DISSOLUTION

67. Clause 10 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect as if those provisions were repeated in these Articles.

INDEMNITY AND INSURANCE

68. Subject to the provisions of the Act, these Articles and the Memorandum, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Company, against any liability incurred by him in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
69. Subject to the provisions of the Act, these Articles and the Memorandum, the Trustees may purchase and maintain insurance at the expense of the Company for the benefit of any Trustee, or other officer, of the Company against any

liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

We the subscribers of this Memorandum of Association wish to be formed into a company pursuant to this Memorandum

Names & Addresses of Subscribers	Signature of Subscriber	Date	Witness Signature, Name, Address & Occupation
Margaret Bates			
Carol Goodman			
Andrew Hart			
Colin Light			
Gordon Pybus			
Alan Watson			