

Charity Registration No: 1123385  
Company Registration No: 06441426

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

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**MEMORANDUM OF ASSOCIATION**  
of  
**CHANCE TO SHINE FOUNDATION  
LTD**

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As amended by a Special Resolution dated 4 September 2014

TUESDAY



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RM 23/12/2014 #147  
COMPANIES HOUSE

**Companies Acts 1985 - 2006**  
**Company limited by guarantee and not having a share capital**

**Memorandum of Association**  
**of**  
**Chance to Shine Foundation Ltd**

**1. Name**

The name of the company is Chance to Shine Foundation Ltd ('the Charity')

**2. Registered Office**

The registered office of the Charity is in England and Wales

**3. Objects**

The objects of the Charity ('the Objects') are

- 3 1 the organisation or provision (or assistance in the organisation or provision) of facilities which will enable and encourage young persons in any part of the British Isles to play cricket or other games or sports
- 3 2 the organisation or provision (or assistance in the organisation or provision) of facilities for recreation in the interests of social welfare and the furtherance of education in any part of the United Kingdom (with the object of improving the conditions of life for the persons for whom the facilities are primarily intended) for persons who have need of such facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, and
- 3 3 such objects and purposes in the British Isles or in any other part of the world being objects and purposes exclusively charitable in accordance with the laws of England and Wales

**4. Powers**

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

**Objects**

- 4 1 to provide full-time or part-time courses (including residential courses) for young persons and for teachers and coaches who organise or supervise playing and coaching of cricket or other games or sports by young persons,

- 4.2 to promote, provide or assist in the promotion and provision in colleges of education and training colleges of courses for the purpose of training teachers and coaches in the coaching of cricket or other games or sports for the benefit of young persons,
- 4 3 to provide for the delivery and holding of lectures, meetings, classes, conferences and practical demonstrations in such place or places as the Trustees shall think fit,
- 4 4 to appoint and pay lecturers, instructors, coaches and other persons to deliver and conduct such courses, lectures, meetings, classes, conferences and practical demonstrations and to pay all such persons (other than any person who is a Trustee),
- 4 5 to layout, manage, equip and maintain or assist in the laying out management, equipment and maintenance of playing fields (including non-turf pitches and practice pitches), playgrounds or appropriate indoor facilities or accommodation to be used for the teaching, coaching or playing of cricket or other sports or games by young persons,
- 4 6 to provide or assist in providing appropriate facilities, materials and cricket equipment of every kind for the use of young persons,
- 4 7 to promote or organise (or to assist in the promotion or organisation) of visits by young persons to play cricket in foreign countries with a view to providing practical and educational experience in a different environment,
- 4 8 to promote or organise (or to assist in the promotion or organisation) of cricket matches, competitions or tournaments for young persons,
- 4 9 to provide financial assistance, whether by way of grant, loan, guarantee or otherwise,
- 4 10 to consult, advise and co-operate with, and to promote co-operation within and between, other bodies or persons (including charities, departments of government, local authorities, educational, health and

welfare establishments and other public and private organisations) on any matters concerned, whether directly or indirectly, with the Objects,

- 4 11 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever,
- 4 12 to provide and maintain or to encourage the provision and maintenance of information and statistics relating directly or indirectly to the Objects including the use of information and communication technology,
- 4 13 to promote, commission or carry out research,
- 4 14 to promote or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as shall be thought fit,
- 4 15 to hold or arrange for the holding of examinations and other tests and to award prizes, certificates, diplomas and distinctions,
- 4 16 to support, administer or set up other charities or other bodies,
- 4 17 to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force),
- 4 18 to invite, receive and accept financial assistance (whether private or public), subscriptions, donations, gifts, endowments, sponsorship, fees, legacies and bequests of any real or personal estate,
- 4 19 to act as trustee of special purpose trusts within the Objects,
- 4 20 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits,

- 4 21 subject to such consents as may be required to borrow money and give security for loans,
- 4 22 to acquire or hire property of any kind and to construct, maintain, alter or demolish any buildings,
- 4 23 subject to such consents as may be required, to let or dispose of property of any kind,
- 4 24 to set aside funds for special purposes or as reserves against future expenditure,
- 4 25 to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind) subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,
- 4 26 to delegate the management of investments to a Financial Expert, but only on terms that
- (a) the investment policy is set down in writing for the Financial Expert by the Trustees,
  - (b) the performance of the investments is reviewed regularly with the Trustees,
  - (c) the Trustees are entitled to cancel the delegation arrangement at any time,
  - (d) the investment policy and the delegation arrangement are reviewed at least once a year,
  - (e) 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
  - (f) the Financial Expert does not do anything outside the powers of the Trustees,

- 4 27 to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required,
- 4 28 to delegate to committees, officers and/or employees or other staff of the Charity, various functions, including (but not limited to)
- (a) distribution of funds,
  - (b) giving of advice, and
  - (c) formulation (for approval by the Trustees) of the Charity's policies and procedures,
- 4 29 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 30 subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or trust in relation to the affairs of the Charity, provided that such indemnity shall not provide for, or entitle any such person to, indemnification to the extent that it would be treated as void under the Act,
- 4 31 to payout of the Charity's funds premiums on insurance policies to cover the liability of the Trustees which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity,
- 4 32 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to clause 5, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees

and former employees of the Charity and their widows, children or other dependants,

- 4 33 to enter into contracts to provide services to or on behalf of other bodies or persons,
- 4 34 to establish subsidiary companies to further the Objects (or any of them) or to assist or act as agents for the Charity,
- 4 35 to payout of the funds of the Charity all or any expenses incurred in connection with the formation, promotion, incorporation and registration of the Charity,
- 4 36 to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others, and
- 4 37 to do all such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects

**5. Application of income and property**

- 5 1 The income and property of the Charity shall be applied solely towards the promotion of the Objects
- 5 2 1 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on the behalf of the Charity
- 5 2 2 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expenses in accordance with, and subject to the conditions in section 73F of the Charities Act 1993 as amended
- 5 2 3 A Trustee may receive an indemnity from the Charity in the circumstances specified in article 19
- 5 3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity This does not prevent a member who is not also a Trustee receiving

- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity, and
- (b) reasonable and proper remuneration for any goods or services supplied to the Charity

5 4 1 No Trustee or Connected Person may

- (a) buy any goods or services from the Charity on terms preferential to members of the public,
- (b) sell goods, services, or any interest in land to the charity,
- (c) be employed by, or receive remuneration from, the charity,
- (d) receive any other financial benefit from the charity,  
Unless
  - (i) the payment is permitted by article 5 4 2(a), or
  - (ii) the Trustees obtain the prior written approval of the Charity Commission and fully comply with any procedures which it prescribes

5 4 2 (a) (i) A Trustee or a Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way

- (ii) a Trustee or a Connected Person may enter into a contract for the supply of services, or goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions of section 73A to 73C of the Charities Act 1993 as amended
- (iii) Subject to article 5 4 3 a director or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person
- (iv) A Trustee or Connected Person may receive rent for premises let by the Trustee or Connected Person to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the director



concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion

- (v) The Trustees may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the directors in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993 as amended
- (vii) A trustee or Connected Person may take part in the normal trading and fund raising activities of the Charity on the same terms as members of the public

5 4 3 The Charity and its Trustees may only rely upon the authority provided by article 6 4 (B)(a)(iii) if each of the following conditions is satisfied

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between
  - (i) the Charity or its Trustees (as the case may be), and,
  - (ii) the Trustee or Connected Person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question
- (c) The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or with regard to the supply of goods to the Charity

- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting
- (f) The reason for their decision is recorded by the directors in the minute book
- (g) A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5 4 1

5 5 1(a) In articles 5 2 – 5 4, 'Charity' shall include any company in which the Charity

- holds more than 50% of the shares, or
- controls more than 50% of the voting rights attached to the shares, or
- has the right to appoint one or more directors to the board of the company

5 5 2 In articles 5 4, 12 2 and 13 2, 'Connected Person' means

- (i) a child, parent, grandchild, grandparent, brother or sister of the Trustee,
- (ii) the spouse or civil partner of the Trustee or any person falling within paragraph (i) above,
- (iii) a person carrying on business in partnership with the director or with any person falling within paragraph (i) or (ii) above,
- (iv) an institution which is controlled
  - (a) by the director or any connected person falling within paragraph (i), (ii) or (iii) above, or
  - (b) by two or more persons falling within sub-paragraph (a), when taken together,
- (v) a body corporate in which

- (a) the director or any connected person falling within paragraphs (i) to (iii) has a substantial interest, or
- (b) two or more persons falling within sub-paragraph (a) who, when taken together, have a substantial interest

5 5 3 Paragraphs 2 to 4 of Schedule 5 to the Charities Act 1993 as amended apply for the purposes of interpreting the terms used in this article 5 5

**6 Limited Liability**

The liability of the members is limited

**7. Guarantee**

Each member promises, if the Charity is dissolved, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity

**8. Dissolution**

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

8 2 directly for the Objects or charitable purposes within the same as or similar to the Objects

**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 such Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We, the several persons whose Names and Addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

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NAMES AND ADDRESSES OF SUBSCRIBERS

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Peter Gale  
2 Briar Hill  
Purley  
Surrey  
CR8 3LE

Duncan Fearnley  
6 Hallow Road  
Worcester  
Worcestershire  
WR2 6BU

Mike Galling  
13 Wellington Road  
Enfield  
Middlesex  
EN1 2PD

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DATED 4 September 2014

**Charity Registration No: 1123385**  
**Company Registration No: 06441426**

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

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**ARTICLES OF ASSOCIATION**

of

**CHANCE TO SHINE FOUNDATION**  
**LTD**

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As amended by a Special Resolution dated 4 September 2014

**Companies Act 1985 - 2006**  
**Company limited by guarantee and not having a share capital**

**Articles of Association**  
**of**  
**Chance to Shine Foundation Ltd**

**1. Table C**

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Charity

**2. Interpretation**

In these Articles and the Memorandum

- 'the Act'** means the Companies Act 2006,
- 'Articles'** means these articles of association,
- 'Chairman'** means the chairman of the Trustees who is himself a Trustee,
- 'clear day'** means 24 hours from midnight following the relevant event,
- 'Charity'** means the Company governed by these articles,
- 'the Charity Commission'** means the Charity Commission for England and Wales,
- 'Companies Acts'** means the Companies Act (as defined in section 2 of the Companies Act 2006) insofar as they apply to 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,
- 'material benefit'** means a benefit which may not be financial but has a monetary value;
- 'members' and 'membership'** refer to membership of the Charity,

<b>'Memorandum'</b>	means the Charity's Memorandum of Association,
<b>'month'</b>	means calendar month,
<b>'Patron'</b>	means a patron appointed under the provisions of article 15,
<b>'Schools'</b>	has the same meaning as in the Education Act 1996,
<b>'Secretary'</b>	means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary,
<b>'Trustee'</b>	means a trustee of the Charity and 'Trustees' means all of the Trustees or a duly convened meeting of the Trustees, For the avoidance of doubt the Trustees are the directors (for the purposes of the Act) and charity trustees of the Charity,
<b>'Universities'</b>	means universities and other institutions of further or higher education (including professional and technical education),
<b>'written' or 'in writing'</b>	refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form),
<b>'year'</b>	means a calendar year,
<b>'young persons'</b>	means <ul style="list-style-type: none"> <li>(a) pupils at Schools and Universities (thereby ensuring that due attention is given to the physical education of such pupils as well as to the development and occupation of their minds), and</li> <li>(b) such other persons who by reason of their youth have need of such facilities (thereby improving their conditions of life),.</li> </ul>

- 2 1 Words importing the masculine gender only shall include the feminine gender Words importing the singular number only shall include the plural number, and vice versa
- 2 2 Subject to this article 2, words or expressions contained in these Articles Shall, unless the context requires otherwise, bear the same meaning as in the Act
- 2 3 Any reference to 'person' or 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality)
- 2 4 References to an Act of Parliament are to the Acts as amended or re-enacted from time to time and to any subordinate legislation made under them or anyone of them

### **3. Membership**

- 3 1 The Charity must keep a register of members as required by the Act The first members of the Charity are the subscribers to the Memorandum and Articles
- 3 2 The Trustees from time to time shall be members of the Charity ex officio
- 3 3 Membership of the Charity shall not be transferable and shall terminate immediately upon the relevant member ceasing to be a Trustee or upon the death of a member

### **4. General Meetings**

- 4 1 Members are entitled to attend general meetings personally or by an authorised representative
- 4 2 The Trustees may call general meetings and, on the requisition of members representing not less than one tenth of the total voting rights of all the members having a right to vote at general meetings of the Charity (in accordance with the Act), shall proceed to convene a General Meeting for a date not later than seven weeks after receipt of the requisition



**5. Notice of General Meetings**

- 5 1 A General Meeting shall be called by at least fourteen clear days' notice
- 5 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, the details of any special resolutions to be considered
- 5 3 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the members, to the Trustees and to the Auditors
- 5 4 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

**6 Proceedings at General Meetings**

- 6 1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be the greater of one half of the members or three
- 6 2 If the requirement of article 6 1 is not satisfied within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the members present may determine
- 6 3 The members shall from within their number elect a chairman to chair the meeting
- 6 4 The chairman of the meeting may, with the consent of the members (and shall if so directed by the members) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. 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.

- 6.5 A resolution put to the vote of a meeting shall be decided on a show of hands of those members entitled to vote. Subject to the provisions of the Act, a poll may be demanded. If a poll is demanded it shall be taken in such manner as the chairman, acting reasonably, directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.
- 6.6 A resolution shall be duly passed if a simple majority of the members present and entitled to vote (or, in the case of a member entitled to vote, is represented in accordance with these Articles) votes in its favour.
- 6.7 Subject to the provisions of the Act, a written resolution signed by such a proportion of those entitled to attend and vote at a general meeting as is required under the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature). A written resolution will lapse if it is not passed within two months of the date on which it is circulated to the members.
- 6.8 No objection shall be raised to the qualification of a 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. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

## **7. Trustees' Appointment**

- 7.1 The subscribers to the memorandum are the first Trustees of the Charity.
- 7.2 There shall be a minimum of three and a maximum of sixteen Trustees. At least one of the Trustees shall be a natural person.
- 7.3 The minimum age for a Trustee shall be 16 years.

7.3 The members may by ordinary resolution at a general meeting of the Charity appoint a person who is willing to act to serve as a Trustee for a term not exceeding three years, either to fill a vacancy or as an additional Trustee. A retiring Trustee may be reappointed a maximum of two times by an ordinary resolution of the members at a general meeting of the Charity.

7.4 No person may be appointed or re-appointed as a Trustee at any general meeting unless

- (a) he is recommended by the Trustees,
- (b) at least 7 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Trustees of the intention to propose that person for appointment or reappointment, together with notice executed by that person of his willingness to be appointed or reappointed.

7.5 A notice of a general meeting of the Charity must include the name of any person who is recommended by the Trustees for appointment or re-appointment as a Trustee, or in respect of whom notice has been duly given under Article 7.4 (b) above.

7.6 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next general meeting of the Charity. If a co-opted Trustee is not re-appointed by the members at that general meeting, he will automatically vacate office at the end of that meeting.

## **8. Chairman of the Trustees**

8.1 The Chairman of the Trustees shall be elected by the Trustees from among their number at the first Trustee meeting of the financial year and any Chairman may be re-elected by the Trustees for a further term or terms of office. Each term of office of any Chairman shall not exceed three years. There shall be a limit of two for the number of times a Chairman may be re-elected.

## **9. Disqualification and Removal of Trustees**

9 1 A Trustee's term of office automatically terminates if he

- (a) is unable or unfit to discharge the functions of a Trustee,
- (b) resigns by written notice to the Trustees,
- (c) is removed from office by the members pursuant to the Act,
- (d) is absent without permission from more than three consecutive meetings of the Trustees,
- (e) becomes prohibited by law from being a charity trustee or company director,
- (f) becomes bankrupt or makes any arrangement or composition with his creditors generally,
- (g) ceases to be a member of the Charity for whatever reason,
- (h) is disqualified from working with children under sections 28 and 29 of the Criminal Justice and Court Services Act 2000,
- (i) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974 as amended, or
- (j) refuses a request by the Secretary to make an application under section 113A of the Police Act 1997 as amended, for a criminal records certificate. In the event that the certificate discloses any information that would in the opinion of either the Trustees disqualify or prevent a person serving as a Trustee that person should be disqualified,

## **10 Proceedings of the Trustees and the Chairman**

10 1 The Trustees shall have the control of the Charity and its property and funds

10 2 Subject to the provisions of these Articles and the Act, the Trustees may regulate their proceedings as they think fit. A Trustee may, and

the Secretary at the request of a Trustee shall, call a meeting of the Trustees, It shall be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom

- 10 3 The Trustees may establish a committee or committees comprising such persons whether Trustees or otherwise as it shall think fit At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees
- 10 4 The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may prescribe
- 10 5 The minimum number of Trustees' meetings to be held each year may be fixed by the Trustees from time to time and unless so fixed shall be three
- 10 6 Questions arising at the meeting of the Trustees shall be decided by a majority of the votes of the Trustees, In the case of an equality of votes, the Chairman shall have a second or casting vote
- 10 7 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be the greater of one half of the Trustees or three
- 10 8 A written resolution signed by all the Trustees entitled to receive notice of a meeting of the Trustees is as valid as a resolution actually passed at a meeting of the Trustees duly convened and held (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 10 9 Any Trustee may participate in a meeting of the Trustees by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants and participation in a meeting in this manner shall constitute presence in person at such meeting provided that the number of Trustees then present constitutes a quorum for the transaction of the business of the Trustees under these Articles

**11. Declaration of Trustees' interests**

A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest)

**12. Conflicts of interests**

12.1 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply

- (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
- (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting, and
- (c) the unconflicted Trustees consider it in the interests of the Charity to authorise the conflict of interests in the circumstances applying

12.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct benefit of any nature to a Trustee or to a connected person.

**13. Validity of Trustees' decisions**

13 1 Subject to article 13 2, all acts done by a meeting of Trustees, or a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee

- (a) who was disqualified from holding office,
- (b) who had previously retired or who had been obliged by the constitution to vacate office,
- (c) who was not entitled to vote on the matter, whether by reason of conflict of interest or otherwise,

if without

- (d) the vote of the Trustee, and
- (f) the Trustee being counted in the quorum,

the decision has been made by a majority of the Trustees at a quorate meeting

13 2 Article 13 1 does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for article 13 1, the resolution would have been void, or if the Trustee has not complied with article 11

#### **14. Secretary**

14 1 A secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit, and any secretary so appointed may be removed by the Trustees

#### **15. Patron**

15 1 The Trustees may appoint and remove any person as a Patron of the Charity on such terms as it shall think fit

15 2 Patrons of the Charity shall have no obligations or duties provided always that the Trustees may invite anyone or more of the Patrons from time to time to attend meetings of the Trustees if he she or they

(as the case may be) so wish but such Patron or Patrons shall not be entitled to vote at any meetings of the Trustees

**16. Minutes**

16 1 The Trustees shall cause minutes to be made in books (or other recordable format) kept for the purpose

- (a) of all appointments of officers made by the Trustees, and
- (b) of all proceedings at meetings of the Charity, and of the Trustees, and of committees of the Trustees, including the names of the Trustees present at each such meeting.

**17. Notices and means of communication to be used**

17 1 1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied to the Charity

17 1 2 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 which that Trustee has asked to be sent or supplied with such notices or documents for the time being

17 2 Any notice to be given to or by any person pursuant to the Articles

- (a) must be in writing, or
- (b) must be given in electronic form

17 3 1 The Charity may give notice to a member either

- (a) personally, or
- (b) by sending it by post in a pre-paid envelope addressed to the member at his or her address, or
- (c) by leaving it at the address of the member, or
- (d) by giving it in electronic form to member's address



17 3 2 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity

17 4 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called

17 5 1 Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given

17 5 2 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006

17 5 3 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given

(a) 48 hours after the envelope containing it was posted, or

(b) in the case of an electronic form of communication, 48 hours after it was sent

## **18. Winding up**

18 1 On the winding up and dissolution of the Charity the provisions of the Memorandum shall have effect as if repeated in these Articles

## **19. Indemnity**

19 1 The Charity shall indemnify any relevant Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006

19 2 In this article a 'relevant Trustee' means any Trustee or former Trustee of the Charity

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NAMES AND ADDRESSES OF SUBSCRIBERS

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Peter Gale  
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CR83LE

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DATED 4 September 2014