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COMPANIES FORM No. 12

12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

* Insert full
name of Company

† delete as
appropriate

To the Registrar of Companies

For official use

For official use

1111

2538278

Name of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

I, DUNCAN SCOTT FORBES
of DRUIDS ALTAR, LLANGENNY,
CRICKHOWELL POWYS NP8 1HD.

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(2)]† and that all the requirements of the above Act 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
provisions of the Statutory Declarations Act 1835

Declared at Aberystwyth
Crickhowell

Declarant to sign below

the 11th day of February
One thousand nine hundred and ninety
before me Glyn Iedolwr

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Duncan Forbes

Presentor's name address and
reference (if any):

Duncan Forbes
Solicitor

Druid's Altar,
Llangenny
Powys NP8 1HD
0873 811138

For official Use
New Companies Section

COMPANIES HOUSE
Post room
27 FEB 1990
M 63

Re Declared at Crickhowell
this 16th day of August
1990 Glyn Iedolwr
Solicitor

G

30(5)(a)

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

Please do not write in this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

Note

This declaration should accompany the application for the registration of the company

* insert full name of company

† delete as appropriate

For official use

Company number

[] [] [] []

2538278

Name of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

I, DUNCAN SCOTT FORBES
of DRUIDS ALTAR, LLANGENNY CRICKHOWEL
POWYS NP8 1HD

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

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

Declared at Aberystwyth
Ceredigion

Declarant to sign below

the Eleventh day of February
One thousand nine hundred and ninety
before me C. H. Macdonald

Duncan Forbes

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presentor's name address and reference (if any):

Duncan Forbes
Solicitor

Druid's Altar,
Llangenny
Powys NP8 1HD
0873 811138

For official Use
New Companies Section

COMPANIES HOUSE
Post room
27 FEB 1990
M 63

G

COMPANIES FORM No. 10

Statement of first directors and secretary and intended situation of registered office

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 8)

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* insert full name
of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

The intended situation of the registered office of the company on incorporation is as stated below

12 CARLTON TERRACE	
SWANSEA	
Postcode	SA1 6AB

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below



Druid's Altar, Llangenny Powys NP8 1HD 0873 811138	Duncan Forbes Solicitor	Postcode
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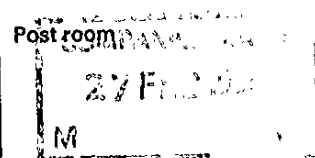
Number of continuation sheets attached (see note 1)

7

Presentor's name address and
reference (if any):

Duncan Forbes
Solicitor
Druid's Altar,
Llangenny
Powys NP8 1HD
0873 811138

For official Use
General Section



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) PAUL MARTIN WILLIAMS		Business occupation TOWN PLANNER	
Previous name(s) (note 3)		Nationality WELSH	
Address (note 4) 8 THE ORCHARD, NEWTON, MUMBLES		Date of birth (where applicable) (note 6) 3 7. 49	
SWANSEA	Postcode	SA3 4UQ	
Other directorships † SHELTER CYMRU			
I consent to act as director of the company named on page 1			
Signature P. M. Williams		Date 18 DEC 89.	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3) TERESA MORGAN		Business occupation FINANCE MANAGER.	
Previous name(s) (note 3) EVANS		Nationality BRITISH	
Address (note 4) 87 MOUNTAIN ROAD, UPPER BRYNAHAN, DYFED		Date of birth (where applicable) (note 6) 14 6 48	
	Postcode	SA18 1AN.	
Other directorships † NONE			
I consent to act as director of the company named on page 1			
Signature Teresa Morgan.		Date 10. 1. 90	

Name (note 3) GARY BLESSIO		Business occupation COMMUNITY WORKER	
Previous name(s) (note 3) TATARCZUK		Nationality BRITISH	
Address (note 4) 35 HEATHFIELD MT. PLEASANT		Date of birth (where applicable) (note 6) 7/11/63	
SWANSEA	Postcode	SA1 6ET	
Other directorships † NONE			
I consent to act as director of the company named on page 1			
Signature G. BLESSIO		Date 10. 1. 90.	

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write in
this margin

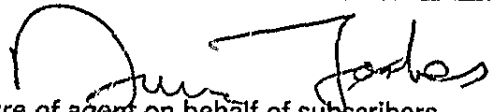
Please complete
legibly, preferably
in block type, or
bold black lettering

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7)		BARBARA JACQUELINE JAMES	
Previous name(s) (note 3)		PREW	
Address (notes 4 & 7)		2 DULAIS FACH ROAD TONNA NEATH WEST GLAMORGAN	
		Postcode	SA10 8EP
I consent to act as secretary of the company named on page 1			
Signature		B. J. James	
		Date 10.1.90	

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature	
Date	

delete if the form is
signed by the
subscribers

	
Signature of agent on behalf of subscribers	Date 9/2/90

delete if the form is
signed by an agent on
behalf of the
subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

Please do not
write in
this margin

COMPANIES FORM No. 10 (cont.)

**Statement of first directors and
secretary and intended situation
of registered office (continuation)**

Continuation sheet No 1
to Form No. 10

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* Insert full name
of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

Particulars of other directors (continued)

Name (note 3) JUDITH RICHARDS		Business Occupation
		HOUSING AID WORKER
Previous name(s) (note 3)		Nationality
Address (note 4) 35 HEATHFIELD		WELSH
MOUNT PLEASANT SWANSEA		Date of birth (where applicable) (note 6) 8.8.62
	Postcode SA1 6EJ	
I consent to act as director of the company named above		
Signature J. Richards		Date 3/1/90

Particulars of other directorships

NONE

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 10 (cont.)

Statement of first directors and secretary and intended situation of registered office (continuation)

Continuation sheet No 2
to Form No. 10

Company number

Name of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

Particulars of other directors (continued)

Name (note 3)	ASANTHA PERERA.	Business Occupation	Social Worker
Previous name(s) (note 3)	—	Nationality	British
Address (note 4)	14 MARKET STREET MORRISTON SWANSEA	Date of birth (where applicable) (note 6)	27-07-58
	Postcode		
I consent to act as director of the company named above			
Signature		Date 18. Dec. 89	

Particulars of other directorships

NONE

Please do not
write in
this margin

COMPANIES FORM No. 10 (cont.)

**Statement of first directors and
secretary and intended situation
of registered office (continuation)**

Continuation sheet No 3
to Form No. 10

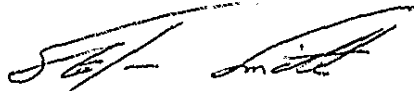
Company number

Name of company

* Insert full name
of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

Particulars of other directors (continued)

Name (note 3)		Business Occupation
STEEN SMITH		SOCIAL WORKER
Previous name(s) (note 3)		Nationality
Address (note 4) 16 LLWYN PROSEA		BRITISH
TYCOCH SWANSEA		Date of birth (where applicable) (note 6) 29/9/59
Postcode	SA2 9ET	
I consent to act as director of the company named above		
Signature 		Date 10.1.90

Particulars of other directorships

NONE

Please do not
write in
this margin

COMPANIES FORM No. 10 (cont.)

**Statement of first directors and
secretary and intended situation
of registered office (continuation)**

Continuation sheet No 4
to Form No. 10

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* insert full name
of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

Particulars of other directors (continued)

Name (note 2) <u>IOAN VALENTINE EVANS</u>		Business Occupation <u>RETIRED</u>
Previous name(s) (note 3)		Nationality <u>BRITISH</u>
Address (note 4) <u>1 GERALD ST. HAFOD,</u> <u>SWANSEA.</u>		Date of birth (where applicable) (note 6) <u>14/2/22</u>
<u>W. GLAM</u>	Postcode <u>SA1 2LY</u>	
I consent to act as director of the company named above		
Signature <u>J. Evans</u>		Date <u>10.1.90</u>

Particulars of other directorships

NONE

Please do not
write in
this margin

COMPANIES FORM No. 10 (cont.)

**Statement of first directors and
secretary and intended situation
of registered office (continuation)**

Continuation sheet No 5
to Form No. 10

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* insert full name
of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

Particulars of other directors (continued)

Name (note 3) ANTHONY RICHARDS		Business Occupation SENIOR PROBATION OFFICER
Previous name(s) (note 3)		Nationality BRITISH
Address (note 4) 91 PENNARD DRIVE		Date of birth (where applicable) (note 6) 16. IV. 52.
PENNARD	SWANSEA	
	Postcode SA3 2BW	
I consent to act as director of the company named above		
Signature Anthony Richards		Date 10.1.1990

Particulars of other directorships

NONE

Please do not
write in
this margin

COMPANIES FORM No. 10 (cont.)

Statement of first directors and secretary and intended situation of registered office (continuation)

Continuation sheet No 6
to Form No. 10

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* Insert full name
of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

Particulars of other directors (continued)

Name (note 3)	SARAH ELIZABETH BENNETT.	Business Occupation	Snr Housing Officer
Previous name(s) (note 3)		Nationality	BRITISH
Address (note 4)	8 VANEWOOD COURT LIMESLADE SWANSEA	Date of birth (where applicable) (note 6)	5.6.57.
	Postcode	SA3 4JY.	
I consent to act as director of the company named above			
Signature		Date 10.1.90	
SE Bennett			

Particulars of other directorships

NONE

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 10 (cont.)

Statement of first directors and secretary and intended situation of registered office (continuation)

Continuation sheet No 7
to Form No. 10

Company number

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Name of company

* SWANSEA YOUNG SINGLE HOMELESS PROJECT

Particulars of other directors (continued)

Name (note 3) JOANNE McNALLY	Business Occupation TEAM LEADER
Previous name(s) (note 3)	Nationality BRITISH
Address (note 4) 122 RHYDINGS TERRACE BRYNMILL SWANSEA	Date of birth (where applicable) (note 6) 6-12-63
Postcode	

I consent to act as director of the company named above

Signature

J McNally

Date

10.1.90

Particulars of other directorships

NONE

2538278

THE COMPANIES ACTS 1985

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL



MEMORANDUM OF ASSOCIATION OF

SWANSEA YOUNG SINGLE HOMELESS PROJECT



NAME

1) The name of the Project is Swansea Young Single Homeless Project (in this Memorandum and in the Articles of Association referred to as "the Project").

REGISTERED OFFICE

2) The registered office of the Project will be in Wales.



OBJECTS

3) The object of the Project is the relief of young single homeless persons in the West Glamorgan area who are in need and require assistance in achieving a settled way of life and are unable to obtain any or any suitable housing accommodation.

POWERS

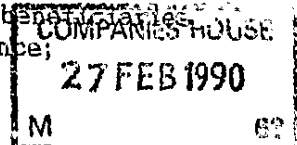
4) In furtherance of the above objects but not further or otherwise the Project shall have the following powers:

a) to apply for, invite, obtain, collect and receive money, funds, securities and other sources of income and capital by way of contributions, subscriptions and donations, grants, legacies, sale of publications of the Project and other lawful methods and receive gifts by will and inter vivos of property of any description whether or not subject to express trusts provided that the Project shall not undertake any permanent trading activities in raising funds for its charitable objects;

b) to provide, endow, furnish and fit out with all necessary furniture and other equipment and maintain and manage such buildings and other premises as may from time to time be required for the purposes of the Project including short and long term accommodation for the beneficiaries;

c) to employ and retain on a full-time or part-time basis and on such terms as to pay and conditions of employment as the Project shall agree or on a voluntary basis any persons whose particular skills, qualifications or knowledge may be of assistance in the attainment of the objects of the Project provided that no person so employed shall be a member of the Committee of the Project;

d) to provide information, advice, guidance and assistance to the beneficiaries and to establish centres for the giving of such advice and assistance;



LB/650/022486.

e) to purchase, accept as a gift, take on lease or licence and otherwise hold freehold and leasehold property and rights or privileges relating to any such property and to construct, alter or demolish buildings and erections on such property and to maintain and manage such property with full power to lease, sub-lease or licence occupation of all or any part of such property for such consideration (if any) as shall be deemed to be necessary;

f) to purchase, take on lease and on licence, hire, subscribe for and by any other lawful means acquire plant, machinery, appliances, equipment, vehicles, furniture, books, periodicals, publications, newspapers, stationary supplies and any other chattels whatsoever;

g) to open and operate banking accounts and other facilities for banking;

h) subject to such consents as may be required by law to sell, grant leases, tenancies (of whatever kind) or licences or dispose of, mortgage or in any way turn to account all or any of the property or assets of the Project and to do so for or without any consideration and subject to such terms and conditions as may be thought necessary;

i) subject to such consents as may be required by law to borrow or raise money upon such terms and on such security as may be considered necessary and in particular by mortgage, debenture, charge or lien upon all or any part of the property and assets of the Project (both present and future) and by the issue of securities which the Project has power to issue by way of security or indemnity to any person whom the Project has agreed or is bound or willing to indemnify or in satisfaction of or as security for any liability undertaken by it;

j) to enter into any contract of insurance howsoever in respect of any matter in which the Project has an insurable interest to the full value of such interest;

k) to make charges including nominal or no charges in respect of work carried out by the Project including charges to members of the Project;

l) to subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for the 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 Project 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 Project under or by virtue of clause 8 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may be lawfully acquired or undertaken by the Project of any such charitable organisation, institution, society or body;

m) to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Project;

n) to invest the money of the Project not immediately required for its purposes in or upon such investments, security or property as may be determined from time to time subject nevertheless to such conditions (if any) as may be imposed or required by law;

o) to enter into any arrangements with any government or authority supreme, municipal, local or otherwise and to obtain from such government or authority any rights, privileges and concessions and to carry out exercise and comply with any such arrangements, rights, privileges and concessions;

p) Subject to the provisions of clause 8 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Project or their dependents;

q) to draw, make, accept, endorse, discount, execute and issue bills of exchange, cheques, promissory notes and other negotiable instruments;

r) to further the work of that unincorporated body known as Swansea Young Single Homeless Project registered charity number 517085 and to take over the assets, benefits and all the property endowed to that body and to assume the liabilities, debts and all other calls as that body has incurred;

s) to promote and carry out or assist in promoting and carrying out or encourage experimental work, projects, research, surveys and investigations on the subject of homeless young people and to publish the useful results thereof;

t) to pay the costs of formation of the Project as a company limited by guarantee;

u) to do all such other lawful things as shall further the attainment of the above objects or any of them provided that:

i) in case the Project shall take or hold any property which may be subject to any trusts the Project shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;

ii) the objects of the Project shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers;

iii) in case the Project shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Project shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any such property the Management Committee of the Project shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been as such Committee if no incorporation had been effected and the incorporation of the Project shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over such Committee but the Committee shall as regards any such property be subject jointly and severally to such control or

authority as if the Project were not incorporated.

5) The liability of the members is limited.

6) Every member of the Project undertakes to contribute to the assets of the Project in the event of its being wound up while he or she is a member, or within one year afterwards, for payment of the debts and liabilities of the Project contracted before he or she ceases to be a member, and the costs charges and expenses of winding up, and for the adjustment of the rights of the members among themselves, such amount as may be required not exceeding one pound.

7) Clauses 115 and 116 of the Articles of Association shall have effect as if the provisions thereof were repeated in this Memorandum.

8) The income and property of the Project shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Project and no member of the Committee shall be appointed to any office of the Project paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Project.

Provided that nothing herein shall prevent any payment in good faith by the Project:

a) of reasonable and proper remuneration to any member, officer or servant of the Project (not being a member of the Committee) for any services rendered to the Project;

b) of reasonable and proper rent for premises demised or let by any member of the Project or of its Committee;

c) of interest on money lent by any member of the Project or of its Committee at a rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Committee or 3 per cent whichever is the greater;

d) of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Committee may be a member holding not more than 1/100th part of the capital of that company; and

e) to any member of the Committee for reasonable out-of pocket expenses.

9) If upon winding up or dissolution of the Project 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 of the Project but shall be given or transferred to some other charitable institution having objects similar to the objects of the Project 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 Project by this Memorandum such institution or institutions to be determined by the Committee of the Project at or before

the time of dissolution and if and so far as effect cannot be given to such provision then to some other charitable object.

Wt. the several persons whose names and addresses are subscribed wish to be formed into a company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

IOAN VALENTINE EVANS. 1 GERALD ST. HAFOD, SWANSEA.
TERESA MORGAN *Teresa Morgan* 87 MOUNTAIN ROAD, UPPER BRYNAHAN, DYFED. RETIRED ENG. FINANCE MANAGER.
SARAH ELIZABETH BENNETT 8 VANEWOOD COURT, KINGSLEADE, SWANSEA. SNR. HOUSING OFFICER.
GARY ALESSIO 35 HEATHFIELD, MT. PLEASANT SWANSEA. COMMUNITY WORKER.
STEFAN SMITH 16 LUNN PROSEA, TICOCH, SWANSEA.
JANE McNALLY 122 RHYDING'S TERRACE. BRYNMILL SWANSEA. TEAM LEADER.
Paul Williams 8. The Ormeau, Newton Town Planner.
Ajanta Perera 14 marker street Mountain Social Worker.
Judith Richards 35 Heathfield Swansea Housing Aid Worker.
Anthony Richards 91 forward ave PENMAEN Swansea Senior Information Officer.

Dated this 10th day of January 1990

Witness to the above Signatures:-

B. J. James
12 Carlton Terrace
Swansea

THE COMPANIES ACTS 1985
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
SWANSEA YOUNG SINGLE HOMELESS PROJECT

DEFINITIONS

- 1) In these Articles the following definitions apply:-
 - a) "The Project" means the Swansea Young Single Homeless Project; and
 - b) "the Memorandum" means the Memorandum of Association of Swansea Young Single Homeless Project; and
 - c) "the Articles" means these Articles; and
 - d) "the Committee" means the Management Committee as defined by these Articles; and
 - e) "the Act" means the Companies Act 1985; and
 - f) "the Seal" means the common seal of the Project.

MEMBERSHIP

- 2) The first members of the Project shall be the subscribers to the Memorandum.
- 3) The number of members with which the Project proposes to be registered is 50 but the Committee may from time to time resolve that this number shall be increased.
- 4) Any person who shares the aims and objectives of the Project shall be eligible for membership.
- 5) The Committee shall admit persons to membership in their absolute discretion.
- 6) The rights of a member as such shall be personal and shall not be transferrable and shall cease on death.

GENERAL MEETINGS

- 7) A meeting of all the members of the Project (in these Articles called a "General Meeting") may be convened by the Committee or the Chairperson or

the Secretary of the Project at any time and shall be convened by the Secretary or the Committee:

- a) when instructed to do so by a resolution of any previous General Meeting; or
 - b) when requested to do so by any three members of the Project; or
 - c) in such other circumstances as are required by the Companies Acts.
- 8) The Project shall hold and the Committee shall cause to be convened a General Meeting in every calendar year between the 1st September and 31st December as its Annual General Meeting and shall specify the meeting as such in the notice calling it.
- 9) Not more than fifteen months shall elapse between the date of one Annual General Meeting and the next Annual General Meeting.
- 10) The first Annual General Meeting shall be held within eighteen months of incorporation.
- 11) The business at the Annual General Meeting shall include:
- a) to receive the audited accounts and balance sheet of the Project produced by the Committee for the immediately preceding financial year; and
 - b) to receive the auditor's report on the accounts and the balance sheet of the Project for the immediately preceding financial year; and
 - c) to receive the report from the Committee produced in accordance with these Articles and reports from the Officers of the Project's activities for the immediately preceding financial year and any subsequent period up to the date of the Annual General Meeting; and
 - d) to elect the Committee and Officers of the Project to hold office until the next Annual General Meeting subject to the following provisions of these Articles; and
 - e) to appoint auditors of the Project and to fix their remuneration or authorise the Committee to fix their remuneration; and
 - f) to consider any resolution from the Committee; and
 - g) to consider any resolutions put forward by individual members for consideration by the Annual General Meeting; and
 - h) to consider any other matter required by the Companies Acts to be considered at the Annual General Meeting.

NOTICE OF GENERAL MEETINGS

- 12) Subject to the following Articles the notice to be given of a General Meeting shall be as follows:

a) in the following circumstances not less than 21 clear days notice:

i) of the Annual General Meeting;

ii) of any meeting considering a resolution to alter the Memorandum or the Articles (including a change of the name of the Project);

iii) in any other case where such notice is required by the Companies Acts; and

b) in any other case not less than 14 days clear notice.

13) A General Meeting other than the Annual General Meeting may be held at such shorter notice as may be agreed by not less than 95 per cent of the members entitled to attend and vote thereat.

14) The Annual General Meeting may be held at such shorter notice as may be agreed by all the members entitled to attend and vote thereat.

15) Notices of General Meetings shall be in writing and shall be given personally or sent by 1st class post or delivered to the last known address of each member.

16) The provisions of these Articles dealing with notices shall apply to notices of General Meetings.

17) Notices of General Meetings shall specify the date, time and place of the meeting and the nature of the business to be transacted.

18) Where a resolution is to be considered which has been proposed by any member or members or by the Committee the notice of the meeting shall contain the text of the resolution.

19) The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS

20) Every member shall be entitled to one vote at a General Meeting.

21) Resolutions relating to the following matters require a majority of 75% of members entitled to attend and vote and present and voting in person at a General Meeting:

a) any resolution to change the Memorandum or these Articles including a change of name of the Project; and

b) any other resolution that is required by the Companies Acts to be passed by a 75% majority.

22) In any case other than those specified in the previous Article matters in General Meeting shall be decided by an ordinary majority of members entitled to attend and vote who are present and voting in person.

23) In the case of an equality of votes the chairperson of the meeting at which the show of hands takes place shall be entitled to a second or casting vote.

24) The Chairperson of the Project for the time being shall preside at each General Meeting save that in case he or she notifies any other officer of his or her intention to be absent from the meeting or in case of his or her absence fifteen minutes after the time appointed for the holding of the meeting the Treasurer shall preside and in their absence the meeting may elect one of its number to take the chair.

25) The quorum of a General Meeting shall be 12 ordinary members or one half of the membership whichever is the smaller number who are entitled to attend and vote at that General Meeting and who are present in person.

26) No business shall be conducted at a General Meeting until a quorum is present.

27) A General Meeting at which a quorum is not present after one hour shall stand adjourned. If the meeting was called by the Committee whether of its own motion or under a requirement of the Articles then the meeting shall be adjourned to the week following at the same time.

28) The Secretary shall inform all members within 2 days of a meeting which is adjourned by virtue of the previous Article of the fact that the meeting has been adjourned to one week later and the time and place where the resumed meeting is to take place.

29) At the resumed meeting the meeting may proceed to business whatever the number of members present twenty minutes after the time set for the commencement of the meeting.

30) At a General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded before or immediately upon the declaration of the result of the show of hands either by:

a) the chairperson of the meeting; or

b) at least five ordinary members present in person and entitled to vote.

31) A demand for a poll may be withdrawn

32) If a poll is duly demanded scrutineers shall be appointed by the meeting.

33) Any poll shall be taken forthwith and the result shall be declared as soon as possible.

34) Whilst counting is in progress the meeting may, at the chairperson's discretion, proceed to next business.

35) The result of a poll may be announced, and any casting vote to which the chairperson of a meeting is entitled under these Articles may be cast, notwithstanding that the meeting has ceased to be quorate since the poll was taken.

36) Where a poll is taken the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

37) Subject to the provisions of the Companies Acts a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at a General Meeting of the Project shall be as valid and effective as if the same had been passed at a General Meeting of the Project duly convened and held.

MANAGEMENT COMMITTEE

MEMBERSHIP OF THE COMMITTEE

38) The subscribers to the Memorandum shall be the first members of the Committee:

39) The first Committee shall hold office until the first Annual General Meeting of the Project subject to the following provisions of these Articles.

40) After the first Annual General Meeting of the Project the Committee of the Project shall consist of the Chairperson, Treasurer, Secretary together with unless otherwise determined by the General Meeting not less than 3 nor more than 9 other members of the Project elected by the Annual General Meeting.

41) No employee of the Project shall be eligible to hold office or be a member of the Committee.

42) The members of the Committee elected by the Annual General Meeting shall be elected by members present and voting at the Annual General Meeting of the Project. Unless they cease to be members of the Committee under the following provisions of these Articles they shall hold office until the end of the next following Annual General Meeting.

43) Any member of the Committee retiring from office shall be eligible for re-election.

44) The Committee may co-opt on to the Committee not more than 4 persons who need not be members of the Project who may speak but not vote at Committee meetings.

45) Any co-opted member shall retire from office at the next following Annual General Meeting but may be co-opted again by the newly elected Committee.

46) The Committee may remove any person co-opted from the Committee at any time.

47) Any casual vacancy on the Committee amongst the places elected by the General Meeting may be filled by a member elected by the Committee to hold office until the next Annual General Meeting of the Project.

48) A Committee member of the Project shall automatically cease to hold office forthwith if he or she:

- a) becomes liable to be detained or subject to a guardianship order under the Mental Health Act 1983 (or under any statutory modification or re-enactment thereof or similar Act for the time being in force); or
- b) if he or she becomes bankrupt or has a receiving order made against him or her or enters into any arrangement or composition with his or her creditors; or
- c) if he or she ceases to be a member of the Project; or
- d) if he or she resigns by giving written notice of resignation to the Project; or
- e) if he or she takes or holds any office of profit under the Project; or
- f) if he or she is prohibited from holding office by any order of any court of competent jurisdiction; or
- g) if he or she is directly or indirectly interested in any contract of the Project and fails to declare the nature of his or her interest as required by these Articles; or
- h) if he or she is removed from office by a resolution of the General Meeting; or
- i) if he or she fails to attend more than 3 meetings of the Committee without the permission of the Committee.

49) The Project may by resolution in General Meeting remove any member of the Committee from office before the expiration of her or his period of office.

50) Any resolution referred to in the previous Article shall require a simple majority.

51) If at any time the number of members of the Committee elected by a General Meeting who have vacated their office or been removed from office since the last Annual General Meeting exceeds 5 then a General Meeting shall be held within 28 days at which elections shall take place for all vacant positions on the Committee.

52) The members of the Committee and the Officers may be paid all reasonable travelling and other expenses properly incurred by them in attending and returning from meetings of the Committee or General Meetings of the Project or in connection with the business of the Project.

POWERS AND DUTIES OF THE COMMITTEE

53) The Committee shall be responsible for the control and management of the Project including its finances and expenditure and may exercise all the powers of the Project and do all the acts to be done by the Project and may pay all expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Project as they think fit.

54) If the Committee membership at any time falls below the quorum the Committee shall have power to act for the purpose of summoning a General Meeting but not for any other purpose.

55) The Committee may delegate any of its powers subject to any regulations it may impose to officers or employees of the Project or to sub-committees consisting of such member or members of the Committee as the Committee thinks fit provided that all acts and proceedings of any such officers or sub-committees shall be reported back to the Committee as soon as reasonably practicable.

56) Other persons may be coopted to sub-committees appointed by the Committee under the previous Article who shall have the right to speak but not to vote at subcommittee meetings.

57) A resolution signed in writing by all the members of the Committee or a sub-committee for the time being entitled to receive notice of any meeting of the Committee or sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Committee or sub-committee duly convened and constituted.

58) All contracts, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Project shall be signed, drawn or accepted, endorsed or otherwise executed as the case may be in such manner as the Committee shall from time to time determine and authorise.

PROCEEDINGS OF THE COMMITTEE

59) The Committee may meet together to carry out its business, adjourn and otherwise regulate its meetings as it thinks fit.

60) The quorum of the Committee shall be fixed by the Project in General Meeting and unless so fixed shall be one half of the Committee members entitled to vote in respect of any item of business.

61) Questions arising at any meeting of the Committee shall be decided by a majority of votes.

62) In the case of an equality of votes the chairperson of the meeting shall have a second or casting vote.

63) The Chairperson of the Project for the time being shall preside at Committee meetings.

64) If the Chairperson notifies any member of the Committee of his or her intention to be absent from the meeting or in case of his or her absence fifteen minutes after the time appointed for the holding of the meeting the Treasurer shall take the chair and in their absence the Committee may elect one of their number to take the chair.

65) A member of the Committee shall not vote in respect of any contract, proposed contract, transaction or arrangement in which he or she is interested whether directly or indirectly or any matter arising thereout and if he or she does vote his or her vote shall not be counted and therefore he or she shall not be considered to be entitled to vote for the purposes of establishing a quorum.

66) Where any item of business is dealt with at a Committee meeting to which the previous Article applies then the Committee member interested in that item of business shall declare the nature of his or her interest to the meeting before that item of business is proceeded with.

67) Where a member of the Committee becomes interested in a proposed contract or in a contract he or she shall declare the nature of his or her interest at the first meeting of the Committee after he or she becomes first interested.

68) The officers or any of them may convene a Committee meeting at any time and on the request of any two members of the Committee the Secretary shall call a meeting of the Committee within 10 days and shall serve notice of the date time and place of the meeting not less than 7 days before the meeting.

69) All acts done in good faith by any meeting of the Committee or any sub-committee or by any person acting as a member of the Committee shall be as valid notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Committee or sub-committee or person acting as aforesaid or that they or any of them were disqualified as if every person had been duly appointed and was qualified to be a member of the Committee or sub-committee as the case may be.

70) Subject to the following Articles, at least 7 days notice of any meeting of the Committee shall be given to all members of the Committee provided that the accidental omission to give such notice to or the non-receipt of such notice by any person shall not invalidate any proceedings conducted thereat.

71) With the consent of at least 90 per cent of the persons entitled to attend and vote thereat or upon the Chairperson or in his or her absence, the Treasurer certifying that an item of business is too urgent for the normal notice period to apply a Committee meeting may be convened at such shorter notice as may be agreed. In the case of a certificate as referred to above before proceeding to other business the meeting shall consider whether to ratify the certificate of the necessity for short notice and the meeting shall not consider other business unless a majority of Committee

members present consider that the item of business is so urgent that it was necessary for the normal notice period to be abridged.

75) Any notice of a meeting of the Committee shall give the date time and place of the meeting and the nature of the business to be discussed.

76) No notice of any meeting of the Committee need be given to any member who is for the time being absent from the United Kingdom.

77) Any notice given to members of the Committee or any sub-committee shall be given personally or delivered by hand to a member's registered address in the records of the Project or sent to the member at that address by first class post.

78) The meetings and proceedings of any sub-committee of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Committee so far as the same are applicable and are not superseded by any regulations as to the manner of conducting sub-committee business made by the Committee.

79) The Committee may appoint the chairperson of any sub-committee but in default of such appointment the sub-committee may elect one of its membership to take the chair.

OFFICERS

80) The Project shall have the following officers: Chairperson, Treasurer and Secretary elected from the members of the Project.

81) The first Chairperson, Treasurer and Secretary of the Project shall be appointed by the Committee at its first meeting and shall hold office until the first Annual General Meeting unless they are removed before then by the Committee.

82) The Officers shall be elected by a majority of members present at the Annual General Meeting and shall hold office until the next following Annual General Meeting subject to the following provisions of these Articles.

83) The Officers shall automatically cease to hold office if they cease to be members of the Committee.

84) Any or all of the officers for the time being of the Project may be removed at any time in an identical manner to that prescribed for the removal from office of a member of the Committee.

85) The Committee may suspend any officer or officers from office with immediate effect provided that at any meeting at which a resolution to suspend any officer from office is passed the Committee shall also resolve to call a General Meeting to consider whether the officer or officers concerned should be removed from office and from the Committee and the Committee shall instruct the Secretary or one of their number to convene such a General Meeting.

86) When required to do so by the Committee any officer suspended or removed from office shall forthwith return to a specified employee of the Project or to a specified member of the Committee any money or property of the Project in his or her possession.

87) An officer of the Project shall cease to hold office if his or her membership of the Project ceases or if he or she informs the Secretary in writing that he or she wishes to resign from office.

88) No officer of the Project shall receive any remuneration save for reasonable out-of-pocket expenses incurred by him or her in carrying out his or her duties.

FINANCE AND ANNUAL RETURNS

89) The Committee shall cause accounting records to be kept in accordance with Sections 221 and 222 of the Act.

90) The Committee shall establish and maintain a satisfactory system of control of the Project's books of account, cash holdings and all receipts and remittances.

91) The accounts of the Project shall be kept at the registered office or subject to section 227 of the Act at such other place as the Committee shall from time to time determine and shall be open to inspection at all times by any member of the Committee.

92) The Committee shall from time to time in accordance with Sections 238 to 242 of the Act cause to be prepared and to be laid before the Project in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those Sections.

93) The financial year of the Project shall run from the 1st April in one year to the 31st March in the next year.

94) The first financial period of the Project after it is incorporated may not be a full year and shall end on the 31st March next following the date of the incorporation of the Project.

95) As required by the Companies Acts the Project shall appoint a duly qualified auditor who shall carry out an audit of the accounts of the Project for each financial year and make a report to the members on the accounts examined by him or her and on every balance sheet and income and expenditure account which is to be laid before the members in General Meeting.

96) The auditor is entitled to attend every General Meeting of the Project and to receive all notices of General Meetings that members are entitled to receive and is entitled to be heard at any General Meeting on business which concerns him or her as auditor.

97) The income and expenditure account and balance sheet of the Project shall each be approved by the Committee and the balance sheet shall then be signed by two members of the Committee.

98) The Committee shall prepare a report to the Annual General Meeting on the state of the Project's affairs which complies with the requirements of the Companies Acts.

99) Every balance sheet which is issue circulated or published following its approval by the Committee shall be signed by two members of the Committee and shall have attached to it:

a) a copy of the income and expenditure account approved by the Committee; and

b) a copy of the auditor's report; and

c) a copy of the report of the Committee.

100) A printed copy of every balance sheet signed by two members of the Committee and every document required to be attached to the balance sheet by the previous Article which are to be presented before the members at the Annual General Meeting or at any other General Meeting shall be sent by post to the members at least 21 days before the meeting which is to receive the reports.

101) The Treasurer shall present the audited accounts to the Annual General Meeting and the auditor's report to the members shall be read before the Annual General Meeting.

102) The Project shall keep at its registered office copies of the audited accounts and documents referred to in Article 99 for each financial year and such documents shall be available for inspection as required by the Companies Acts.

103) The Project may invest moneys not immediately required in or upon such investments of other property or other assets as may be thought fit (subject nevertheless to such conditions and consents as may be imposed or required by law).

104) No portion of the income or property of the Project shall be transferred either directly or indirectly by way of dividend bonus or otherwise by way of profit to any member or members of the Project subject to the payment of reasonable out-of-pocket expenses of officers or Committee members incurred in carrying out their duties.

NOTICES

105) Any notice required to be given to any member or members or any officer or Committee member by these Articles shall be sufficiently given if delivered or sent by first class post to his or her last address entered in the records of the Project or if handed to him or her personally.

106) Periods of clear days notice shall begin upon the day after the date of delivery if handed to the person to be served personally or if delivered by hand to the last address entered in the records of the Project.

107) Periods of clear days notice shall begin upon the second day after posting if sent by first class post and any notice or other document served by post shall be deemed to have been properly served if it is proved that it was properly stamped for first class mail, addressed and posted.

108) Periods of clear days notice shall end on the day before the meeting or other matter of which notice is to be given.

109) Any notice required to be given to the Project itself shall be sent or delivered to the registered office for the time being of the Project or handed to the Secretary personally and service at the registered office shall be effective even though the office of Secretary may be vacant at the time.

REGISTERED OFFICE

110) The first registered office of the Project shall be that stated in the application for incorporation.

111) The Committee may change the registered office of the Project from time to time.

SEAL

112) The Project shall have a Seal kept in the custody of the Secretary.

113) The Seal shall only be used upon the authority of the Committee.

114) Sealing shall be attested by two members of the Committee or the Secretary and one Committee member of the Project.

AMENDMENT OF THE ARTICLES AND THE MEMORANDUM

115) These Articles and the Memorandum may be altered by a resolution passed by a General Meeting called and held in accordance with the provisions of these Articles and in accordance with the provisions of the Companies Acts.

116) No alteration shall be made to the Memorandum or the Articles which will either:

a) alter the objects of the Project so that they are no longer charitable; or

b) require the profits or other income to be distributed to members or to be used for some other purpose other than the promotion of the Project's objects or for the payment of a dividend to members; or

c) allow the assets on winding up to be distributed to members.

ELECTIONS

117) Where the Committee is empowered by these Articles to elect any person to fill a vacant office or post such election shall be held in such manner as the Committee shall see fit.

118) The Committee or General Meeting may approve standing orders from time to time specifying the manner in which elections are to be held at General Meetings.

DISSOLUTION

119) Clause 9 of the Memorandum relating to the winding up and dissolution of the Project shall have effect as if the provisions thereof were repeated in these Articles.

BYE-LAWS

120) The Committee may from time to time make such rules or bye-laws as it may consider necessary or convenient for the conduct or management of the Project and in particular for the procedure at meetings and for the use of any premises occupied by the Project provided that no such bye-laws shall be inconsistent with the Memorandum or these Articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Anthony Richards 91 forward street PENNARD Swansea Senior Postman Officer.
Anthony Richards

JOAN VALENTINE EVANS 1 GERALD ST. HAFOD, SWANSEA.
Joan Evans

TERESA MORGAN 87 MOUNTAIN ROAD, UPPER BRYNAMMAN, DYFED.
Teresa Morgan

SARAH ELIZABETH BENNETT 8 VANEWOOD COURT, NINESLADE, SWANSEA.
S. Bennett

GARY ALESSO 35 HEATHFIELD MT. PLEASANT SWANSEA COMMUNITY WORKER.
Gary Alesso

STEPHAN SMITH 16 LLWYN AROSA, TICCOCH, SWANSEA. SOCIAL WORKER.
Stephan Smith

JOANNE MCNALLY 122 RHYDINGS TERRACE BRYNMILL SWANSEA TEAM LEADER.
J. McNally

JANE WILLIAMS 8, THE ORCHARD, NEWTON PLANNING, SWANSEA. Town Planner.
J. Williams

AJANTA PEREIRA 14 MARKET STREET MONTMONT Social Worker.
A. Pereira

JUDITH RICHARDS 35 Heathfield Swansea Housing Aid Worker.
J. Richards

Dated this 10th day of January 1990.

Witness to the above signatures:-

B. J. James.
 12, Carlton Terrace
 Swansea

FILE COPY



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

No. 2538278

I hereby certify that

SWANSEA YOUNG SINGLE HOMELESS PROJECT

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

Given under my hand at the Companies Registration Office,
Cardiff the 10 SEPTEMBER 1990

F. A. Joseph.

F. A. JOSEPH

an authorised officer