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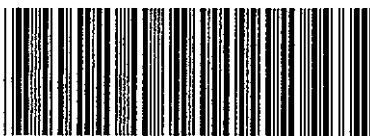
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3674953

The Registrar of Companies for England and Wales hereby certifies that  
NEW SANDFIELDS - SUSTAINABLE REGENERATION

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

Given at Companies House, Cardiff, the 27th November 1998



\*N03674953O\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**C O M P A N I E S H O U S E**

HC007B



COMPANIES HOUSE

Please complete in typescript,  
or in bold black capitals.

12

## Declaration on application for registration

Company Name in full



\*F012001J\*

NEW SANDFIELDS - SUSTAINABLE  
REGENERATION

I, SARAH LOUISE ROGERS.

myL ~~of~~ MORGAN BETTE COLE

† Please delete as appropriate.

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

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

Declarant's signature

*Sarah Louise Rogers*

Declared at

18 Princess Way, Swansea.

the

12th

day of

November

One thousand nine hundred and ninety

Eight.

① Please print name.

before me ①

MEI YEE LI

Signed

*Mei Yee Li*

Date

12/11/98.

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

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

MORGAN BETTE COLE ~~SE~~ myL.

PRINCESS HOUSE, PRINCESS WAY

SWANSEA

Tel 01792 634612 (REF: SW2/PRC/41-2)

DX number 39581

DX exchange SWANSEA



A15 \*A9756B9L\* 468  
COMPANIES HOUSE 13/11/98

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

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

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

for companies registered in Scotland

DX 235 Edinburgh



Please complete in typescript,  
or in bold black capitals.

# 30(5)(a)

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

Company Name in full



\*F030A01T\*

NEW SANDFIELDS - SUSTAINABLE  
REGENERATION

I, SARAH LOUISE ROGERS.

of MORGAN COLE

a [Solicitor engaged in the formation of the company] ~~person named as~~ <sup>At 12/11</sup>  
~~director or secretary of the company in the statement delivered under~~  
~~section 10 of the Companies Act 1985~~ <sup>SE</sup>† do solemnly and sincerely declare  
that the company complies with the requirements of section 30(3) of the  
Companies Act 1985.

† Please delete as appropriate.

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

Declarant's signature

*Sarah Rogers*

Declared at 18 PRINCESS WAY, SWANSEA.

the 12<sup>TH</sup> day of NOVEMBER

One thousand nine hundred and ninety EIGHT

① Please print name.

before me ① ANDREW THOMAS

Signed

*A. P. Thomas*

Date 12/11/98.

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

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



A15 \*A9755B9K\* 467  
COMPANIES HOUSE 13/11/98

MESSRS MORGAN COLE  
PRINCESS HOUSE PRINCESS WAY  
SWANSEA Tel 01792 634634  
DX number 39581 DX exchange SWANSEA 1.

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Registrar of Companies at:

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or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland DX 235 Edinburgh



Companies House  
— for the record —

# 10

Please complete in typescript,  
or in bold black capitals.

First directors and secretary and intended situation of  
registered office

Notes on completion appear on final page

Company Name in full

NEW SANDFIELDS - SUSTAINABLE  
REGENERATION



\*F010001H\*

Proposed Registered Office

(PO Box numbers only, are not acceptable)

GLAN-Y-MOR FAMILY CENTRE

SEVERN CRESCENT, SANDFIELDS ESTATE.

Post town

PORT TALBOT.

County / Region

NEATH PORT TALBOT.

Postcode

SA1 2 6TA.

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

X.

Agent's Name

MESSES MORGAN BRUCE.

Address

PRINCESS HOUSE

PRINCESS WAY

Post town

SWANSEA

County / Region

SWANSEA

Postcode

SA1 3 LJ.

Number of continuation sheets attached

0

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

AS AGENT.

(REF SIR/PRO141-2)

Tel 01792 634612

DX number 39581 DX exchange SWANSEA



A15 \*A9759B90\* 471  
COMPANIES HOUSE 13/11/98

When you have completed and signed the form please send it to the  
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for companies registered in England and Wales  
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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

# Company Secretary (see notes 1-5)

Company name

NAME \*Style / Title

MR.

\*Honours etc

\* Voluntary details

Forename(s)

TRAVERS

Surname

MERRILL

Previous forename(s)

—

Previous surname(s)

—

Address

35 PLYMOUTH ROAD.

**Usual residential address**

For a corporation, give the registered or principal office address.

PENARTH

Post town

CARDIFF

County / Region

CARDIFF

Postcode

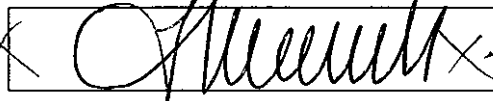
CF64 3DA.

Country

WALES.

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

Consent signature



Date

7.10.98.

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR.

\*Honours etc

Forename(s)

DAVID BEVERLEY.

Surname

FOWLES.

Previous forename(s)

—

Previous surname(s)

—

Address

'NANT GWYN' 537 CLYDACH RD.,

**Usual residential address**

For a corporation, give the registered or principal office address.

YNYSTANE.

Post town

SWANSEA

County / Region

SWANSEA

Postcode

SA6 5AA.

Country

WALES

Day Month Year

Date of birth

26

11

48

Nationality

BRITISH

Business occupation

DIRECTOR

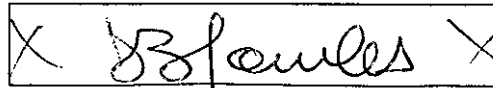
Other directorships

UNITED WELSH SERVICES; BEERS, BUCCS BUS

CO. LTD; SOUTH WALES TRANSPORT LTD.

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

Consent signature



Date

7.10.98

# Directors (continued) (see notes 1-5)

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

This section must be signed by

*Either*

an agent on behalf of all subscribers

Signed

*Nigel Bruce*

Date

7.10.98

*Or the subscribers*

*( i.e those who signed as members on the memorandum of association).*

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

0093107

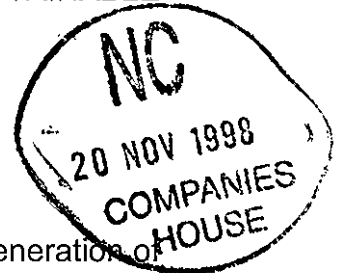
The Companies Acts 1985 and 1989  
Company Limited by Guarantee and not having a Share Capital



Memorandum of Association of

**NEW SANDFIELDS - SUSTAINABLE REGENERATION**

1. The Company's name is NEW SANDFIELDS - SUSTAINABLE REGENERATION (and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in Wales.
3. The Charity's objects ("the Objects") are: -
  - (a) to promote any charitable purposes for the benefit and re-generation of the community in the geographical area within the electoral divisions currently known as Sandfields East and Sandfields West ("Area"); and
  - (b) advance the education of the inhabitants of the Area; and
  - (c) to promote and facilitate the good health (both mental and physical) of the inhabitants of the Area; and
  - (d) to achieve the relief of poverty and sickness in the Area by the re-generation of the Area and the creation of jobs and the encouragement of inward investment; and
  - (e) to provide facilities not only in the interests of recreation and other leisure time occupations but also generally with the object of improving the conditions of life of all residents of the Area and of reducing the instances of poverty and disadvantageous social and economic circumstances in the Area.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
  - (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
  - (b) to raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Charity and to invite and accept gifts and contributions of all sorts and whether inter vivos or by will and whether or not subject to conditions and to carry out any condition imposed on any gift which may be accepted; provided that in so raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;



- (c) subject to Clause 5 below to employee such staff, who shall not be directors of the Charity (such directors being hereinafter referred to as "the trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents;
- (d) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (e) to co.-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (f) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- (g) to make loans out of the Charity's capital and/or income ("the Loans") provided that interest is charged on the Loans at a full commercial rate;
- (h) to buy or otherwise acquire buildings or land or any estate or interest therein;
- (i) to sell, let on lease or tenancy, exchange, mortgage, charge or otherwise dispose of buildings or land or any interest therein vested in the Charity, subject to such covenants, conditions and restrictions as are reasonably necessary to ensure compliance with the Objects and as are required by law;
- (j) to repair, renovate, restore, rebuild, alter, improve and generally maintain any buildings or land in which the Charity has an interest (subject to such consents as may be required by law);
- (k) to enter into and carry out contracts,
- (l) to borrow money for the carrying out of the Objects of the Charity on such terms and on such security (if any) as may be thought fit;
- (m) to invest the monies of the Charity, not immediately required for its Objects, in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter mentioned;
- (n) to make planning applications, applications for consent under by-laws or building regulations and other like applications;
- (o) to co.-operate with any local or public authority or other body concerned to achieve the Objects of the Charity;



- (p) to buy or otherwise acquire furniture and other equipment for use in connection with buildings or land in which the Charity has an interest and to sell, lease or otherwise dispose of any such furniture or equipment; and
- (q) to do all such other lawful things as are necessary for the achievement of the Objects.

5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall, prevent any payment in good faith by the Charity:

- (i) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (ii) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;
- (iii) of interest on money lent to the Charity by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- (iv) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may be a director or of which a trustee may be a member holding not more than 1/100th part of the issued capital of that company;
- (v) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
- (vi) to any trustee of reasonable out of pocket expenses.

6. The liability of the members is limited.

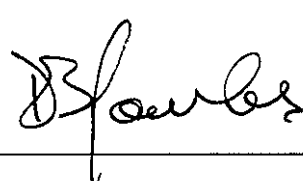
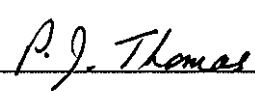

7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities (contracted

before he or she ceases to be a member), and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. If after the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

**We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association**

Signatures, Names and Addresses of Subscribers

Name	Address	Nominating Organisation	Signature
D.B. FOWLES	NANT GWYN 537 CLYDACH RD YN-YSTRAW SWANSEA SA6 5RA		
P.J. THOMAS	7, SILVER AVE, PORT TALBOT. W. GLAM SA12 7RT.	N.P.T.CC	
EM NORTHCOTT	4 PURPLE CLOSE SANDFIELDS PORT TALBOT SA12 7BA		

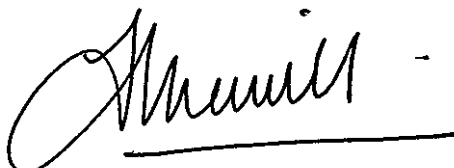
P MATTHEWS	190 off hotel close Blandfields Port Talbot 3012-44E		P Matthews ✓
GRACEY ROBERTS	73 Brooklyn GARDENS BACLAN MOORS PT		G Roberts ✓
WALTER PERRY	28 BRAHMS AVE PORT TALBOT		W. T. Perry ✓
SHEILA OWEN	25 SITWELL WAY PORT TALBOT		S. Owen ✓
DAVID DAVIES	18 WESTLANDS BACLAN MOORS		D. Davies ✓
ELIZABETH JOSEPHINE BENNETT	13 HOLY-VALE North Connally Budgend.		E. J. Bennett ✓
BRETT ANTHONY COTTON	4 DENBIGH CRESCENT, WYNSTANE, SWANSEA		B. Cotton ✓

COLLIN JOSEPH PROWSE	MATROCK HOUSE 61 SITWELL WAY PORT TALBOT		P. J. Crowley
CLAIRE BARNETT	21 SITWELL WAY PORT TALBOT		C. Barnett
ROSEMARIE SELBY	43 ST ANNE'S GARDENS, MAESYCWMMER, HENGWED		R. Selby
MARY JOAN ORLEY	1. SILVER CHOSE PORT TALBOT		M. J. Orley
CHRISTOPHER RONALD HOLLEY	18, THE NEWUE, CWMAFAN, PORT TALBOT		C. R. Holley

Dated:

7 OCTOBER 1998.

Witness to the above Signatures:



Name:

MR. T. MORRELL

Address:

35 RYMARTH RD., PENMARTIN  
CF64 3DA

**The Companies Acts 1985 and 1989**  
**Company Limited by Guarantee and not having a Share Capital**  
**Articles of Association of**

**NEW SANDFIELDS - SUSTAINABLE REGENERATION**

**INTERPRETATION**

1. In these Articles, save where the context otherwise requires:

1.1 The following expressions shall have the following meanings:-

"Area"	means the geographical area within the electoral divisions currently known as Sandfields East and Sandfields West;
"Charity"	means the company intended to be regulated by these Articles;
"Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
"Articles"	means these Articles of Association of the Charity (and "Article" has a corresponding meaning);
"clear days"	means in relation to the period of a notice, the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Directors"	means the directors of the Charity (and "Director" has a corresponding meaning);
"executed"	includes any mode of execution;
"Groups"	means such groups as are created by the Charity from time to time to assist in its Objects (and "Group" has a corresponding meaning);
"Memorandum"	means the memorandum of association of the Charity;

- |                           |   |
|---------------------------|---|
| "Objects"                 | means the objects of the Charity as defined in the Memorandum;  |
| "Office"                  | means the registered office of the Charity from time to time;   |
| "Seal"                    | means the common seal of the Charity if it has one;   |
| "Secretary"               | 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;       |
| "Trustees"                | means the trustees of the Charity from time to time (and "Trustee" has a corresponding meaning);  |
| "Voluntary Organisations" | means such voluntary organisations based or operating in the Area as are nominated by the Charity from time to time (and "Voluntary Organisation" has a corresponding meaning); |
| "the United Kingdom"      | means Great Britain and Northern Ireland; and   |
- 1.2 words importing the masculine gender shall include the feminine gender and neuter gender and vice versa and words importing the singular shall include the plural and vice versa; and
- 1.3 words or expressions contained in these Articles shall bear the same meaning as in the Act; and
- 1.4 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

## **TRUSTEES' APPOINTMENTS**

2. The first Trustees shall be those persons who have signed the Memorandum and these Articles as the subscribers who shall be deemed to have been appointed pursuant to the Articles. The Trustees of the Charity shall be sixteen in number and shall be appointed as follows:-

2.1 eight Trustees shall be appointed by the nomination of the following bodies:-

2.1.1 BP Chemicals Limited - two Trustees.

2.1.2 Neath Port Talbot County Borough Council - two Trustees.

2.1.3 British Steel - two Trustees

2.1.4 Lloyds Bank and TSB Plc jointly - one Trustee.

2.1.5 Dewi Sant Housing Association - one Trustee.

which Trustees shall collectively be known as the "Business and Authority Trustees" and "Business and Authority Trustee" shall be defined accordingly);

2.2 four Trustees (who must all be residents of the Area) shall be appointed by the nomination of each of the Groups or (in the event of there being less than four Groups or less than four Trustees to be appointed at any time) by the nomination of the majority of the Groups;

2.3 four Trustees (who must all be residents of the Area) shall be appointed by the nomination of the majority of Voluntary Organisations;

2.4 the Trustees appointed pursuant to Articles 2.2. and 2.3 shall collectively be known as "Community Trustees" (and "Community Trustee" shall be defined accordingly); and

2.5 in the event that the number of Trustees falls below sixteen, then the remaining Trustees may exercise only powers of appointment until the number of Trustees once again reaches sixteen

it is a condition of any Trustee's appointment that such Trustee shall have consented in writing to being a Trustee.

### **TRUSTEES' RETIREMENT/REMOVAL/REAPPOINTMENT**

3. Trustees shall:-

3.1 retire in rotation as follows:-

3.1.1 one of the Trustees appointed pursuant to each of Articles 2.1.1 and 2.1.2 and 2.1.3 shall retire on the expiration of two years of the holding such office; and

- 3.1.2 the other Trustee appointed pursuant to each of Articles 2.1.1 and 2.1.2 and 2.1.3 shall retire on the expiration of 3 years of the holding of such office; and
- 3.1.3 the Trustee appointed pursuant to Article 2.1.4 shall retire on the expiration on two years of the holding of such office; and
- 3.1.4 the Trustee appointed pursuant to Article 2.1.5 shall retire on the expiration of three years of the holding of such office; and
- 3.1.5 two of the Trustees appointed pursuant to Articles 2.2 and 2.3 shall retire on the expiration of two years of the holding of such office; and
- 3.1.6 the other two Trustees appointed pursuant to Article 2.2 and 2.3 shall retire on the expiration of three years of the holding of such office.
- 3.2 be eligible for re-election as a Trustee upon their retirement;
- 3.3 remain Trustees unless and until:-
  - 3.3.1 they retire by written notice given to the Trustees; or
  - 3.3.2 they retire pursuant to Article 3.1; or
  - 3.3.3 a notice is given by the organisation nominating them that they are being replaced (such notice must be accompanied by a written consent of the proposed replacement Trustee); or
  - 3.3.4 they die; or
  - 3.3.5 they become disqualified from acting as a trustee by virtue of section 45 of the Charities Act 1992 (or any statutory re-enactment or modification of that provision); or
  - 3.3.6 they become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs; or
  - 3.3.7 they are absent without the permission of the other Trustees from all meetings of the Trustees held within a period of six months, and the Trustees resolve that their office be vacated; or
  - 3.5.7 they resign their office by notice to the Charity.
- 3.4 the successor to a retiring Trustee (in circumstances otherwise than where a reappointment of the retiring Trustee is taking place) shall:-



- 3.4.1 receive (at least two weeks prior to the date of appointment which, for the avoidance of doubt, shall be the day following the date of retirement of the outgoing Trustee) minutes of the last meeting of the Trustees; and
- 3.4.2 have delivered to the Charity prior to the date of appointment (as defined in Article 3.4.1) the written consent required pursuant to Article 2

## **GENERAL MEETINGS**

- 4. The Charity shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next: PROVIDED THAT so long as the Charity holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 5. Any Trustee or any Director of the Charity may call a general meeting.

## **NOTICE OF GENERAL MEETINGS**

- 6. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
  - 6.1 in the case of an annual general meeting, by all the Trustees entitled to attend and vote; and
  - 6.2 in the case of any other meeting by a majority in number of Trustees having a right to attend and vote, being a majority together holding not less than 95 percent of the total voting rights at the meeting of all the Trustees.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the Trustees and all the Directors and the auditors of the Charity from time to time.

7. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

8. No business shall be transacted at any meeting unless a quorum is present. At least eight persons entitled to vote upon the business to be transacted (**PROVIDED THAT** (subject to Article 9 below) at least 50% of the Trustees present are Business and Authority Trustees, and at least 50% are Community Trustees) shall constitute a quorum.
9. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, 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 Trustees may determine. If at that re-adjourned meeting at least eight persons entitled to vote upon the business to be transacted are present ( even if the eight persons do not satisfy the 50%/50% split specified in Article 9) then that will constitute a quorum for the purposes of that meeting.
10. The Trustees shall elect (by the majority vote of all Trustees entitled to vote) a chairman from one of their number who shall serve in such post for two years, when he shall be subject to re-election (conditional upon remaining a Trustee) or replacement by the Trustees ("Chairman").
11. A Director shall, notwithstanding that he is not a Trustee, be entitled to attend and speak at any general meeting.
12. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had 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.
13. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

13.1 by the Chairman; or

13.2 by at least two Trustees present and having the right to vote at the meeting.

14. Unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
15. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
16. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Trustees) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
17. The Chairman shall, only in the case of an equality of votes, whether on a show of hands or on a poll be entitled to an additional vote as a "casting" vote.
18. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
19. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

## **VOTES OF TRUSTEES**

20. Subject to Article 17, every Trustee shall have one vote. ✓

21. No Trustee shall be entitled to vote at any general meeting unless all monies (if any) then payable by him to the Charity have been paid
22. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
23. A vote given or poll demanded by a Business and Authority Trustee shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll pursuant to Article 3.3.3 unless notice of the determination was received by the Charity at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **DIRECTORS**

24. The first Directors shall be those individuals named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed appointed pursuant to these Articles. The Directors of the Charity shall number sixteen and shall be appointed/reappointed and retire in the same manner as the Trustees and **SO THAT** the same people as are appointed Trustees may also serve as Directors PROVIDED THAT they are subject (in both posts) to Article 29.
25. Subject to the provisions of the Act, Article 28, other conflicting provisions in the Memorandum and the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Directors who may exercise all the powers of the Charity. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.
26. Those Directors appointed pursuant to the provisions of Articles 2.1 shall be collectively known as "Business and Authority Directors" and those Directors appointed pursuant to the provisions of Articles 2.2 and 2.3 shall be collectively known as "Community Directors".
27. The Chairman appointed pursuant to Article 10 shall also act as a chairman of Directors' meetings and shall have the same powers.
28. The following powers are only exerciseable by the Directors with the express approval of the Trustees, namely:-

- 28.1 to invest in the name of the Charity any part of the funds of the Charity and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects;
- 28.2 to enter into contracts on behalf of the Charity;
- 28.3 to make loans out of the capital and/or income arising out of the capital of the Charity ("the Loans") provided that interest is charged on the Loans at a full commercial rate; and
- 28.4 subject to such consent as may be required by law, to sell, mortgage, let, sublet or exchange any property belonging to the Charity

### **TRUSTEES' EXPENSES**

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

### **TRUSTEES' APPOINTMENTS**

- 30. Except to the extent permitted by clause 5 of the Memorandum, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

### **PROCEEDINGS OF DIRECTORS**

- 31. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 32. The quorum for the transaction of the business of the Directors shall be at least eight **PROVIDED THAT** at least 50% of the Directors present shall be Business and Authority Directors and at least 50% of the Directors present shall be Community Directors. A Director may by written notice to the

Chairman (and in the case of the Chairman, to the Secretary) appoint another person who is a Director to attend at a meeting of the Directors and vote on his behalf.

33. The Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
34. The Directors may appoint one or more sub-committees consisting of three or more Directors for the purpose of making any enquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently

undertaken or carried out by a sub-committee. All acts and proceedings of any sub-committees shall be fully and promptly reported to the Directors.

35. All acts and proceedings of the Directors and any sub-committees appointed pursuant to Article 34 shall be fully and promptly reported to the Trustees .
36. All acts done by a meeting of Directors, or of a committee of Directors shall be notified to the next meeting of the Trustees and shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
37. A resolution in writing, signed by all the Directors or Trustees entitled to receive notice of a meeting of Directors or Trustees or of a Committee of Directors, shall be as valid and effective as if it had been passed at a meeting of Directors, Trustees or a Committee of Trustees (as the case may be) duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors or Trustees or committee members (as relevant).
38. Any bank account in which any part of the assets of the Charity has been deposited shall be operated by the Directors and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Directors.
39. A Director shall shall cease to hold office if:-
- 39.1 an ordinary resolution of which special notice has been given in accordance with section 379 of the Act has been passed by the Trustees removing him from his position as Director forthwith; or

39.2 he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or

39.3 he resigns his office by notice to the Charity.

#### **SECRETARY**

40. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration (if not a trustee) and upon such conditions they may think fit; and any Secretary so appointed may be removed by them.

## **MINUTES**

41. The Trustees and Directors shall keep minutes of their respective meetings in books kept for the purpose.

## **A SEAL**

42. The Charity shall not have a seal. All documents which are required to be signed by the Charity as a deed shall only be signed with the authority of the Trustees by two Directors or one Director and the Secretary.

## **ACCOUNTS**

43. Accounts shall be prepared in accordance with the provisions of Part VII of the Act and in accordance with the relevant provisions of charities legislation and statements of recommended practice for charities.

## **ANNUAL REPORT AND ANNUAL RETURN**

44. The Directors shall:-
- 44.1 comply with their obligations under the Charities Acts 1992 and 1993 ("Charities Acts") with regard to the preparation of an annual report and its transmission to the Commissioners; and
  - 44.2 comply with their obligations under the Charities Acts with regard to the preparation of an annual return and its transmission to the Commissioners.

## **NOTICES**

45. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a meeting calling a notice of the Directors need not be in writing.
46. The Charity may give any notice to a Trustee or a Director either personally or by sending it by post in a pre-paid envelope addressed to the Trustee or the Director at his address or by leaving it at that address.
47. A Trustee present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.



48. Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.


### INDEMNITY

49. Subject to the provisions of the Act every Trustee or Director or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceeding, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

### AMENDMENTS AND RULES

50. The Trustees may by ordinary resolution (or where the Act requires by special resolution) amend these Articles and the Memorandum (to the extent permitted by the Act and the Charities Acts).
51. The Trustees may from time to time make such rules or by-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity.
518. The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Signatures, Names and Addresses of Subscribers

Name	Address	Nominating Organisation (if relevant)	Signature
DAVID BEVERLEY FOWLES	NANT GWYN 537 CLYDACH RD YNYSTANE SWANSEA SA6 5AA		

P. J. THOMAS	7. SILVER AVE. PORT TALBOT. W. GLAM. SA12 7AT.	M.P.T.C.C.	P.J. Thomas.
E NORTHICOTT	4 PURPLE CLOSE SANDFORDS PORT TALBOT SA12 7BN		E Northcott.
P MATTHEWS	19 Daffodill Lane Port Talbot SA12 - 7AE		P Matthews
GARETH ROBERTS	73 BROOKLYN GARDENS PORT TALBOT		G Roberts
WALTER PERRY	28 BRAHMS AVE PORT TALBOT		W. Perry
SHEILA OWEN	25 SITWELL WAY		S. Owen
David DAMES	18, Wost Herds Raglan Moors		David Dames
EMZABETH JOSEPHINE BENNETT	13 HOLY-PARC North Cornelly Bridgend		E Bennett

CHRISTOPHER RONALD HOLLEY	18, THE AVENUE, CWMAMAN, PORT TALBOT		<u>G. Holley</u>
BRETT ANTHONY LUTTON	4 DENBIGH CRESCENT, YNYSTAWNE, SWANSEA		BALDWIN
GOLLIN JOSEPH CROWLEY	MATTROCK HOUSE 61, SITWELLWAY PORT TALBOT		Col. J. Crowley
CLAIRE BARNETT	21 SITWELL WAY PORT TALBOT		C. Barnett
ROSEMARIE SELBY	43 ST ANNE'S GARDENS, MAESYCWMMER HENGDOD		R. Selby
MARY JOAN ORLEY,	1, SILVER CHOSE PORT TALBOT		M. J. Orley.

Dated: 7 OCTOBER 1998.

Witness to the above Signatures:

Name:

Mr. T. Mearns

MR. T. MEARNS

Address:

35 PLYMOUTH RD.  
PENYDITH  
CARDIFF CF64 2DA.

Occupation:

CONSULTANT.