

COMPANY NUMBER: 3692925

CHARITY NUMBER: 1074891

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

SWANSWELL CHARITABLE TRUST

(the "Company")

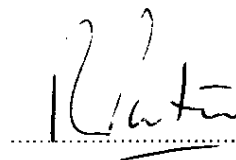
Pursuant to Section 30, Companies Act 2006

Passed on 16 October 2017

On 16th October 2017, the following special written resolution in writing was duly passed by the sole member of the Company who was, at the date thereof, entitled to attend and vote at a general meeting of the Company pursuant to ss. 288 to 300 Companies Act 2006.

SPECIAL RESOLUTION

THAT the Articles of Association contained in the document attached to this resolution and for the purposes of identification marked 'A' are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.


.....

Chairman/Company Secretary

SATURDAY



A12

A6HILP76

21/10/2017

#395

COMPANIES HOUSE

Hook, Kirsteen

From: FC Do Not Reply (Queue) <donotreply@charitycommission.gsi.gov.uk>
Sent: 15 September 2017 13:04
To: Hook, Kirsteen
Subject: RE: Swanswell Charitable Trust 1074891 [BMG-Legal.FID38917123] CRM:0207698

Dear Ms Hook

Swanswell Charitable Trust – 1074891

Thank you for your email.

We can confirm that the Commission has no objection to the proposed amendments to the trustee benefits provisions.

The trustees may therefore accept this email as providing the Commission's consent, as required by section 198 of the Charities Act 2011, to the inclusion of the proposed amendments to the trustee benefits provisions as outlined in the original application.

We hope this is of assistance.

Yours sincerely

Debbie Fleming

W: <https://www.gov.uk/charity-commission>

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CHARITY COMMISSION
FOR ENGLAND AND WALES

----- Original Message -----

From: Kirsteen Hook

Received:

Hook, Kirsteen

From: FC Do Not Reply (Queue) <donotreply@charitycommission.gsi.gov.uk>
Sent: 18 August 2017 13:47
To: Hook, Kirsteen
Subject: RE: Swanswell Charitable Trust 1074891 [BMG-Legal.FID38917123] CRM:0207596

Dear Ms Hook

Swanswell Charitable Trust – 1074891

Thank you for your email.

The Commission has no objection to the proposed wording of the dissolution clause.

The trustees may therefore accept this email as providing the Commission's consent, as required by section 198 of the Charities Act 2011, to the inclusion of the exact wording as outlined in your email dated 07 August 2017.

Now that consent has been obtained, the trustees may proceed with adopting the change by special resolution at a general meeting. Once the meeting has been held, please notify us by completing a new online amendment form so we can update the charity's records.

We hope this is of assistance.

Yours sincerely

Debbie Fleming

W: <https://www.gov.uk/charity-commission>

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CHARITY COMMISSION
FOR ENGLAND AND WALES

----- Original Message -----

From: Kirsteen Hook
Received:

Hook, Kirsteen

From: CS – Correspondence2 (Queue) <CSCorres2@charitycommission.gsi.gov.uk>
Sent: 15 June 2017 16:21
To: Hook, Kirsteen
Subject: RE: Swanswell Charitable Trust [BMG-Legal.FID38917123] CRM:0207358

Dear Ms Hook

Swanswell Charitable Trust – 1074891

Thank you for your email.

We note that the trustees are seeking our consent to make regulated amendments to the governing document.

Firstly, we would confirm we have no objection the proposed amendments to the objects.

However, we note that the trustees want to amend the dissolution clause so that Cranstoun can receive the charity's assets. As Cranstoun is the only member of the charity and as such vote on any decisions regarding dissolution, they cannot manage the conflict of interest that will arise in such a situation. Please provide us with details as to why the trustees feel it is in the charity's best interest to name an organisation in the dissolution clause.

We look forward to hearing from you.

Yours sincerely

Debbie Fleming

W: <https://www.gov.uk/charity-commission>

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CHARITY COMMISSION
FOR ENGLAND AND WALES

----- Original Message -----

From: Kirsteen Hook

Received:

'A'

COMPANY NUMBER: 3692925

CHARITY NUMBER: 1074891

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION

OF

SWANSWELL CHARITABLE TRUST

Incorporated on 8 January 1999

as amended by special resolutions dated 16 May 2011 and 15 December 2016
and 16 October 2017

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION OF SWANSWELL CHARITABLE TRUST

1 OBJECTS

1.1 The Charity's Objects are restricted specifically to the following:

- 1.1.1 To promote education and training, relieve sickness and old age, preserve and protect good-health and to provide facilities in the interest of social welfare for recreation and other leisure-time occupation with the object of improving the conditions of life of the public living or working in England and Wales; and/or
- 1.1.2 In particular but not exclusively to provide for those who are suffering from, or who have suffered from alcohol or drug abuse of any sort; and/or
- 1.1.3 To advance the education of such persons, their relatives and carers, persons working in the fields of alcohol and drug abuse mental health and the general public by the provision of advice, counselling and training; and/or
- 1.1.4 To assist persons suffering from disability of any form to achieve a full and settled way of life in the community within England and Wales and where appropriate to assist such persons to obtain employment; and/or
- 1.1.5 To relieve need in individuals arising from their youth, age, infirmity or disability, financial hardship or social circumstances, by any charitable means as the Directors from time to time decide

2 POWERS

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

- 2.1 to promote and to organise co-operation in the achievement of the same locally and to that end to bring together representatives of voluntary agencies, statutory authorities and individuals engaged in the furtherance of the project;
- 2.2 to promote, provide and carry on or assist in any way in the promotion, provision and carrying on of facilities of any kind;
- 2.3 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
- 2.4 to raise funds, provided that in doing so the Charity shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;

- 2.5 to purchase or form trading companies alone or jointly with others;
- 2.6 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
- 2.7 to maintain, alter or equip for use any real or personal estate;
- 2.8 to erect, maintain, improve, or alter any buildings in which the Charity for the time being has an interest;
- 2.9 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Charity;
- 2.10 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
- 2.11 to make grants or loans of money and to give guarantees and become or give security for the performance of contracts;
- 2.12 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 2.13 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;
- 2.14 to acquire or merge with any other charity;
- 2.15 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 2.16 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 2.17 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 2.18 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.19 to delegate the management of investments to a financial expert but only on terms that:
 - 2.19.1 the investment policy is set down in writing for the financial expert by the Directors;
 - 2.19.2 timely reports of all transactions are provided to the Directors;
 - 2.19.3 the performance of the investments is reviewed regularly with the Directors;
 - 2.19.4 the Directors shall be entitled to cancel the delegation arrangement at any time;

- 2.19.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 2.19.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
- 2.19.7 the financial expert must not do anything outside the powers of the Charity;
- 2.20 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Directors or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.21 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.22 to insure and arrange insurance cover of every kind and nature in respect of the Charity, its property and assets and take out other insurance policies to protect the Charity, its employees, volunteers or members as required;
- 2.23 to provide indemnity insurance to cover the liability of the Directors or any other officer of the Charity:
 - 2.23.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which he may be guilty in relation to the Charity but not extending to:
 - (a) any liability resulting from conduct which the Directors knew, or must reasonably be assumed to have known, was not in the interests of the Charity, or where the Directors did not care whether such conduct was in the best interests of the Charity or not;
 - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;
 - (c) any liability to pay a fine or regulatory penalty.
 - 2.23.2 to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 2.24 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Charity provided that the Charity may only employ a Director to the extent permitted in Article 6 and subject to compliance with the conditions set out there;
- 2.25 subject to the provisions of Article 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Charity or their dependants;

- 2.26 to enter into contracts to provide services to or on behalf of other bodies;
- 2.27 to establish subsidiary companies to assist or act as agents for the Charity;
- 2.28 to publish or distribute information;
- 2.29 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 2.30 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 2.31 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 2.32 to invite and appoint an appropriate person or persons to be patron, president or vice president of the Charity;
- 2.33 to act as trustee of any trust;
- 2.34 to make any charitable donation either in cash or assets;
- 2.35 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Charity;
- 2.36 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 as a company and as a charity;
- 2.37 to do all such other lawful things as are calculated to further the Objects, or any of them, or are incidental or conducive to doing so.

3 THE DIRECTORS

- 3.1 The Directors as charity trustees have control of the Charity and its property and funds.
- 3.2 The Directors when complete consist of at least two and not more than twelve individuals over the age of 18, all of whom must support the Objects. If any Director is a corporate body it must act through a named representative whose contact details are notified to the Directors and there must be at least one individual Director.
- 3.3 The Member shall be entitled to appoint and remove the Directors.
- 3.4 Any appointment or removal of a Director shall be in writing and signed by an authorised representative on behalf of the Member and served on the Charity at its registered office or delivered to a duly constituted meeting of the Directors. Any such appointment or removal shall take effect when received by the Charity or at such later time as shall be specified in such notice.

- 3.5 A Director may not act as a Director unless he or she has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.6 A Director's term of office as such automatically terminates if he or she:
- 3.6.1 is disqualified under the Charities Act from acting as a charity trustee;
 - 3.6.2 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 3.6.3 ceases to be a Director by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Director;
 - 3.6.4 resigns his or her office by notice to the Charity; or
 - 3.6.5 is removed by the Member.
- 3.7 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

4 DIRECTORS' PROCEEDINGS

- 4.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
- 4.2 The Directors shall meet as regularly as is necessary to properly conduct the business of the Charity.
- 4.3 A quorum at a meeting of the Directors is at least two or one third of the Directors (if greater).
- 4.4 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 4.5 Notice of any meeting of the Directors must indicate:
- 4.5.1 its proposed date, time and subject matter;
 - 4.5.2 where it is to take place; and
 - 4.5.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 4.6 Notice of a meeting of the Directors must be given to each Director, but need not be in writing.
- 4.7 Notice of a meeting of the Directors need not be given to Directors who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Charity seven days before or after the date on which the meeting is held. Where such

notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

- 4.8 *Directors are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Charity with the information necessary to ensure that they receive the notice before the meeting takes place.*
- 4.9 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 4.10 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.11 Every Director has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 4.12 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5 DIRECTORS' POWERS

The Directors have the following powers in the administration of the Charity in their capacity as Directors:

- 5.1 To appoint (and remove) any person (who may be a Director) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint a Chairman, a Treasurer and other honorary officers from among their number.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors.
- 5.4 To delegate day to day management and administration of the Charity to one or more managers. The managers shall report regularly and promptly to the Directors on the activities undertaken in accordance with their role. In respect of each manager the Directors shall:
 - 5.4.1 provide a description of the manager's role; and
 - 5.4.2 set the limits of the manager's authority.
- 5.5 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.6 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.

- 5.7 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.8 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.9 To exercise any powers of the Charity which are not reserved to the Member.

6 BENEFITS

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

- 6.2 None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Member of the Charity, except in the event that the Charity is dissolved in which case the provisions of Article 14 will apply. This does not prevent a Member who is not also a Director of the Charity receiving:

- 6.2.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;
- 6.2.2 reasonable and proper remuneration for any goods or services rendered to the Charity;
- 6.2.3 interest on money lent to the Charity at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Directors or 3%, whichever is the greater;
- 6.2.4 reasonable and proper rent for premises demised or let to the Charity;
- 6.2.5 any premium in respect of insurance to cover any of the liabilities specified in Article 2.

A Member who is also a Director may only receive a benefit, directly or indirectly, in accordance with Article 6.3 below.

- 6.3 A Director:

- 6.3.1 shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
- 6.3.2 may receive an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- 6.3.3 may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Charity in accordance with Article 2;

subject thereto, and to Article 8, no Director may receive any payment or other material benefit, directly or indirectly, from the Charity unless:

- 6.3.4 the payment is expressly permitted in Article 6.4 below and the conditions set out in Article 6.5 are followed; or
 - 6.3.5 the Directors obtain the prior written approval of the Charity Commission.
- 6.4 A Director may directly or indirectly:
- 6.4.1 receive a benefit in the capacity of a beneficiary of the Charity;
 - 6.4.2 enter into a contract for the supply of services (including goods supplied in connection with the provision of such services) to the Charity other than for acting as a Director;
 - 6.4.3 receive interest on money lent to the Charity at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Directors or 3%, whichever is the greater;
 - 6.4.4 receive reasonable and proper rent for premises demised or let to the Charity;
 - 6.4.5 and a company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued share capital of that company.
- 6.5 The authority in Article 6.4 above is subject to the following conditions being satisfied:
- 6.5.1 the remuneration or other sums paid to or for the benefit of the Director do not exceed an amount which is reasonable in all the circumstances;
 - 6.5.2 prior to any payment being made to the Director or for his benefit (other than in his capacity as a beneficiary) an appropriate written contract is concluded between the Director (or relevant person) and the Charity containing the full details of his duties and obligations to the Charity the amount of remuneration payable to him and all other relevant terms and conditions and copies of all such contracts are retained by the Charity for inspection by any authorised person;
 - 6.5.3 the other Directors are satisfied that it is in the interests of the Charity to contract with that Director (or relevant person) rather than with someone who is not a Director (or relevant person). In reaching that decision the Directors shall balance the advantage of contracting with the Director (or relevant person) against the disadvantages of doing so (including the loss of the Director's services as a result of dealing with the Director's conflict of interests);
 - 6.5.4 a majority of the Directors then in office are not in receipt of such payments;
 - 6.5.5 the provisions of Article 7.3 below are observed in relation to any discussions of the Directors concerning that Director's interest, his remuneration or any variation of his remuneration;

and, in this Article, where Article 6.4 applies in respect of a Director indirectly, a **relevant person** is a person (other than the Director) who proposes to enter into a contract with, lend money to or demise or let premises to the Charity under Articles 6.4.2, 6.4.3 or 6.4.4 as the case may be.

7 CONFLICTS OF INTERESTS

7.1 Whenever a Director has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Directors or a committee of the Directors or in any transaction or arrangement with the Charity (whether proposed or already entered into), the Director concerned shall:

7.1.1 declare an interest at or before any discussion on the item;

7.1.2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;

7.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and

7.1.4 withdraw during the vote and have no vote on the item.

7.2 Articles 7.1.2 to 7.1.4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.

7.3 If a conflict of interests arises for a Director, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Directors, the unconflicted Directors may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.4.

7.4 A conflict of interests may only be authorised under Article 7.3 if:

7.4.1 the unconflicted Directors consider it is in the interests of the Charity to do so in the circumstances applying;

7.4.2 the procedures of Article 7.1 are followed in respect of the authorised conflict; and

7.4.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the Conflicted Director which may arise from the authorised conflict.

7.5 Where a conflict is authorised in accordance with Articles 7.3 and 7.4 above, the unconflicted Directors, as they consider appropriate in the interests of the Charity, may set out any express terms of the authorisation, which may, but need not, include authorising the Conflicted Director and may impose conditions on the authorisation.

7.6 A Director, notwithstanding his or her office, may be a Director or other officer of, employed by, or otherwise interested in the Member and no further authorisation under Article 7.3 shall be necessary in respect of any such interest, provided that no Director who is also a trustee

of the Member shall be remunerated or receive other benefits in respect of such employment or office.

8 CHARGING ARTICLE

- 8.1 Notwithstanding any other provision of the Articles, any firm, company or organisation which possesses specialist skills or knowledge required by the Charity for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that one or more of the Directors of the Charity is a director or other senior officer, partner, member or employee of that firm, company or organisation and such charges may include charges in respect of work carried out by such Director.

9 RECORDS AND ACCOUNTS

- 9.1 The Directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- 9.1.1 annual returns;
- 9.1.2 annual reports; and
- 9.1.3 annual statements of account.

- 9.2 The Directors must also keep records of:

- 9.2.1 all proceedings at meetings of the Directors;
- 9.2.2 all resolutions in writing;
- 9.2.3 all reports of committees; and
- 9.2.4 all professional advice obtained.

- 9.3 Accounting records relating to the Charity must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection the Member if the Directors so decide.

A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Director. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

10 MEMBERSHIP

- 10.1 Cranstoun shall be the sole member of the Charity. Membership of the Charity is not transferable.
- 10.2 The Member may take decisions without holding a general meeting or passing a written resolution, provided that an authorised representative of the Member provides to the Directors details of a decision within 14 days of the date that the decision is taken.

- 10.3 The Member may also take decisions:
- 10.3.1 by passing a written resolution in accordance with the provisions of the Companies Act; or
 - 10.3.2 by passing a resolution at a members' meeting convened and held in accordance with the provisions of the Companies Act.
- 10.4 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Act.
- 11 LIMITED LIABILITY**
- 11.1 The liability of the Member is limited.
- 12 GUARANTEE**
- 12.1 The Member promises, if the Charity is dissolved while they remain a Member or within one year after they cease to be a member, to pay up to £1 towards:
- 12.1.1 payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;
 - 12.1.2 payment of the costs, charges and expenses of winding up; and
 - 12.1.3 the adjustment of rights of contributors among themselves.
- 13 COMMUNICATIONS**
- 13.1 Notices and other documents to be served on the Member or Directors under the Articles or the Companies Act may be served:
- 13.1.1 by hand;
 - 13.1.2 by post; or
 - 13.1.3 by suitable electronic means,
- 13.2 The only address at which the Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 13.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 13.3.2 two clear days after being sent by first class post to that address;
 - 13.3.3 three clear days after being sent by second class or overseas post to that address;
 - 13.3.4 immediately on being handed to the recipient personally; or, if earlier,

13.3.5 as soon as the recipient acknowledges actual receipt.

13.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

14 DISSOLUTION

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

14.1.1 by transfer to Cranstoun, with the consent of the Member and a majority of the Directors;

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

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

14.1.4 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

14.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

15 INTERPRETATION

15.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

15.2 In the Articles, unless the context indicates another meaning:

the Articles	means the Charity's Articles of Association and 'Article' refers to a particular Article;
Chairman	means the chairman of the Directors;
the Charity	means the company governed by the Articles;
the Charities Act	means the Charities Act 2011;
charity trustee	has the meaning prescribed by the Charities Act;
clear day	does not include the day on which notice is given or the day of the meeting or other event;
the Commission	means the Charity Commission for England and Wales or any body which replaces it;
the Companies Act	means the Companies Acts 1985 to 2006;
Conflicted Director	means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a

premium for indemnity insurance), or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

Connected Person

means, in relation to a Director, a person with whom the Director shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights;

constitution

means the Memorandum and the Articles and any special resolutions relating to them;

Cranstoun

means Cranstoun, a charitable company limited by guarantee, registered in England and Wales with company number 03306337 and charity number 1061582, whose registered office is at Thames Mews, Portsmouth Road, Esher, Surrey, KT10 9AD;

custodian

means a person or body who undertakes safe custody of assets or of documents or records relating to them;

Director

means a director of the Charity and 'Directors' means the directors but where a Director is a corporate body **Director** includes where appropriate the named representative of the Director;

electronic means

refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

financial expert

means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

financial year

means the Charity's financial year;

firm

includes a limited liability partnership;

indemnity insurance

has the meaning prescribed by the Charities Act;

material benefit

means a benefit, direct or indirect, which may not be financial but has a monetary value;

Member

means Cranstoun;

Memorandum

means the Charity's Memorandum of Association;

month

means calendar month;

nominee company

means a corporate body registered or having an established place of business in England and Wales

	which holds title to property for another;
the Objects	means the Objects of the Charity as defined in Article 1;
Resolution in writing	means a written resolution of the Directors;
Secretary	means a company secretary;
special resolution	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;
taxable trading	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
written or in writing	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
written resolution	refers to an ordinary or a special resolution which is in writing; and
year	means calendar year.
15.3	Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
15.4	References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

CC03

Statement of compliance where amendment of articles restricted



What this form is for

You may use this form to state that
the restrictions to change articles
have been observed.



What this form is NOT for

You cannot use this form for
notifying a change of articles
are not restricted.

AL2

COMPANIES HOUSE

1

Company details

Company number 0 3 6 9 2 9 2 5

Company name in full SWANSWELL CHARITABLE TRUST

Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Statement of compliance

The above company certifies that the amendment has been made in accordance
with the company's articles and, where relevant, any applicable order of a court
or other authority.

1 Please note:

This form must accompany the
document making or evidencing the
amendment.

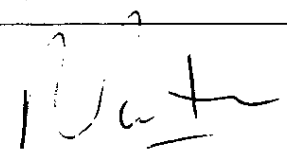
3

Signature

I am signing this form on behalf of the company.

Signature

Signature

X 

X

This form may be signed by:

Director, Secretary, Person authorised, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor.

2 Societas Europaea

If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership.

3 Person authorised

Under either section 270 or 274 of
the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted



Presenter information

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

Contact name

Company name

Blake Morgan LLP

Address

New Kings Court

Tollgate

Chandler's Ford

Post town

Eastleigh

County/Region

Hampshire

Postcode

S O 5 3 3 L G

Country

England

DX

155850 Eastleigh 7

Telephone

023 8090 8090



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You are also sending with this form the document making or evidencing the amendment.
- ☒ You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk