

Company Number: 3782811

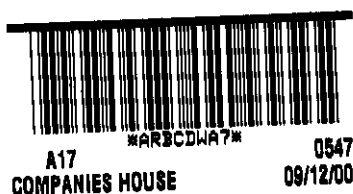
THE COMPANY ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION
OF
THURROCK COMMUNITY LEISURE LIMITED

Passed on the 20th day of November 2000

At an Annual General Meeting of the above named Company, duly convened and held at Civic Hall, Blackshots on the day of November 2000, the following Resolution was duly passed as a SPECIAL RESOLUTION:

RESOLUTION

'That the Company existing Memorandum and Articles of Association be amended to include the provisions detailed in the attached rider (Appendix 1) such that the Memorandum and Articles of Association of the Company shall be in the form to be produced for circulation.'




Chairman

Blackshots Leisure Centre

Bethus Park Leisure Centre

Civic Hall

Bethus Park Golf Course

Coringham Leisure Centre

Filed in accordance with

Section 18(2) of the Companies Act 1985

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

THURROCK COMMUNITY LEISURE LIMITED

**(Name changed from Springs Community Leisure Limited:
Certificate of Incorporation on Change of Name: 1 February 2000)**

Incorporated: 4 June 1999

Company Registration No: 3782811

Registered Charity no: 1080186

Charity Registration date: 31.3.2000

Amended by Special Resolution dated: 20 November 2000

Blackshots Leisure Centre

Blackshots Lane

Grays

Essex RM16 2JU.

Tel: (01375) 398226

Fax: (01375) 394463

MEMORANDUM OF ASSOCIATION
of
THURROCK COMMUNITY LEISURE LIMITED

Blackshots Leisure Centre
Blackshots Lane
Grays
Essex RM16 2JU.
Tel: (01375) 398226 Fax: (01375) 394463

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF
THURROCK COMMUNITY LEISURE LIMITED

NAME

1. The Company's name is Thurrock Community Leisure Limited (and in this document it is called "the Company").

REGISTERED OFFICE

2. The Company's registered office is to be situated in England and Wales.

OBJECTS

3. The Company's objects ("the Objects") are to provide or assist in the provision of facilities for recreation or other leisure time occupation for the general public in or in connection with the Thurrock district and its neighbourhood in the interests of social welfare, such facilities being provided in accordance with the following sub- paragraphs of this sub-clause, namely:-
 - (1) The facilities to be provided shall be facilities available to the public at large save that special facilities may be provided for persons who by reason of their youth, age infirmity or disability, poverty, or social or economic circumstances may have need of special facilities
 - (2) While the persons for whom the facilities are primarily intended are the community of the Thurrock district and its neighbourhood the use of such facilities may be extended to other members of the public who desire to and can conveniently make use of them.

POWERS

4. In furtherance of the Objects but not otherwise the Company may exercise the following powers:
- (1)
 - (a) to arrange for or permit the current and any future facilities to be used for such leisure services as are necessary to further the objects;
 - (b) to provide facilities for the provision of leisure services;
 - (c) to make, purchase, hire and otherwise acquire plant, machinery, furniture, fixtures, fittings and properties, and all other effects of every description necessary, convenient, usually and normally used in connection with and for the purposes of all or any of the objects of the Company;
 - (d) to employ professional and technical advisers and workers of every kind in connection with the objects of the Company and to pay reasonable and proper fees for their services;
 - (e) to make such charges as the Company shall consider fit or to provide free of charge any of the services provided by the Company.
 - (2) to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise, and in particular to receive funds from governmental, local authority, health authority and other sources, provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities (other than in the course of the actual carrying out of a primary purpose of the Company) in raising funds for the above mentioned charitable objects and shall conform to any relevant statutory regulations;
 - (3) to take any gift of property whether subject to any special trust or not for all or any of the objects of the Company;
 - (4) to receive money on deposit upon such terms as the Company may approve;

- (5) subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit;
- (6) to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company associated with the Company for the furtherance of the objects of the Company;
- (7) 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 Company;
- (8) to invest the moneys of the Company not immediately required for the furtherance of 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;
- (9) to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;
- (10) to take on lease or otherwise occupy and use the current and any future facilities and to purchase, take on lease or in exchange, hire, borrow or otherwise acquire any real or personal property, and any rights, services or privileges which the Company may consider necessary or convenient for the promotion of its objects and generally to manage, invest and expend all monies and assets belonging to the Company;
- (11) to acquire, construct, improve, maintain, demolish, manage and alter any buildings, erections or other properties which the Company may think necessary for the promotion of its objects;

- (12) subject to such consents as may be required by law, to sell, let, lend, mortgage, dispose of, grant licences, options, turn to account or otherwise deal with all or any of the property or assets of the Company with a view to the furtherance of its objects;
- (13) to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, 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 provided;
- (14) to make any donations in cash or assets or to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects and to exchange information and advice with them;
- (15) to appoint and employ persons who shall not be the Employees of the Company ("Employees") on such reasonable and proper terms and at such remuneration and upon such conditions as may from time to time be determined;
- (16) to employ solicitors, bankers, brokers and other professional persons to transact any business required to be done in the execution of the trusts hereof (including the receipt and payment of money);
- (17) to delegate upon such terms and at such reasonable remuneration as the directors may think fit to professional investment managers ("the Managers") the exercise of all or any of their powers of investment
Provided always that:
 - (i) the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services Act 1986;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the directors of the Company and within the powers of investment conferred by this deed;

- (iii) the Managers shall be under a duty to report fully and promptly to the directors any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the directors within 14 days and to report on the performance of investments managed by them at least every three months;
 - (iv) the directors shall be entitled at any time and without notice to review alter or determine the delegation or terms;
 - (v) the directors shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the directors to undertake such reviews within the period of 12 months shall not invalidate the delegation;
 - (vi) the directors shall be liable for any failure to take reasonable care in choosing the Managers fixing or enforcing the terms upon which the Managers are employed requiring the remedying of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for the acts and defaults of the Managers.
- (18) to insure and arrange insurance cover for and to indemnify its officers, Employees, voluntary workers and members from and against all such risks incurred in the course of the performance of their duties as may be thought fit and to purchase and maintain for its officers such insurance as may be so purchased and maintained under Section 310 of the Companies Act 1985;
- (19) to pay any premium in respect of any indemnity insurance to cover the liability of the members of the Board which by virtue of any rule of law would otherwise attach them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the members of the Board knew to be a breach of trust or breach of duty or which was committed by the members of the Board in reckless disregard of whether it was a breach of trust or breach of duty or not and PROVIDED ALSO THAT any such insurance shall not extend to

the costs of an unsuccessful defence to a criminal prosecution brought against the members of the Board in their capacity as directors of the Company;

- (20) subject to Clause 5 hereof to grant pensions to Employees from the funds of the Company and to pay or subscribe to funds or schemes, whether established by the Company or not, for the provision of pension and retirement benefits to or for Employees and former Employees of the Company, their widows, children and dependants;
- (21) 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 purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body; furthermore, to transfer all or any part of the property, assets, liabilities and engagements of the Company as may be lawfully transferred to any such charitable organisation, institution, society or body;
- (22) to enter into contracts, agreements and arrangements with any other company including (but without limitation) contracts, agreements and arrangements for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed;
- (23) to co-operate with and to enter into any arrangements with any governmental authorities, supreme, superannuation, municipal, local or otherwise, and to obtain from any such governmental authority any rights, privileges, and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

- (24) to enter into association, link, liaise and exchange information with other organisations and bodies throughout the world in pursuance of the Company's objects;
- (25) to enter into any scheme promoted by government, governmental departments, agencies or other authorities to further the objects of the Company;
- (26) to do all or any of the above things in any part of the world whether as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and to enter into any arrangements or schemes with others for the accomplishment of the objects of the Company and all or any of the above things;
- (27) to procure the Company to be registered or recognised in any foreign country or place;
- (28) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- *(29) to do all such other things as may seem incidental or conducive to the pursuit of the Objects and the exercise of the powers (whether expressed or implied) of the Company.

Interpretation of Clause 4

It is hereby declared that the word "company" in this Clause and in the clauses of this Memorandum of Association shall be deemed to include any individual, partnership, corporation, association, institution, trust, society, government, local authority, health authority, statutory body or departments of any government, local authority, health authority or other statutory body, or other body of persons whether domiciled in the United Kingdom or elsewhere and whether having independent and separate juridical status or not and words denoting the singular number only shall include the plural number and vice versa, and the powers specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded as independent powers, and not limited or restricted by reference to or by inference from the terms of any other paragraph or the name of the Company.

Provided that:

- (a) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (b) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, or without taking such steps and following such procedures as may be required by law, and as regards any such property the Board of directors of the Company shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such Board would have been if no incorporation had been effected, and the incorporation of the Company 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 Board but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

APPLICATION OF INCOME AND PROPERTY

- 5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company: Provided that nothing in this document shall prevent any payment in good faith by the Company:
 - (1) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her

appointment or remuneration, or that of his or her partner, is under discussion;

- (2) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a trustee;
- *(3) of reasonable and proper remuneration paid to an Employee – appointed trustee in respect of his or her employment by the Company notwithstanding that he or she is a trustee: PROVIDED THAT the Employee-appointed trustee complies with the provisions set out in the Articles (Article 58) requiring the Employee-appointed trustee to withdraw from any meeting whilst his or her appointment, remuneration or other terms of employment or the appointment, remuneration or other terms of employment of any other Employee or Employees which might affect the trustee is being discussed and PROVIDED FURTHER THAT at no time shall the majority of the trustees be Employee-appointed trustees;
- (4) of interest on money lent by any member of the Company or trustee at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- (5) of fees, remuneration Of other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (6) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
- (7) to any trustee of reasonable out-of-pocket expenses.

LIMITED LIABILITY

- 6. The liability of the members is limited.

CONTRIBUTIONS IN THE EVENT OF WINDING-UP

- 7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company'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 Company'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.

DISTRIBUTION OF ASSETS ON WINDING-UP/DISSOLUTION

8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property other than any leased premises which are subject to the landlord's right to recover the premises in such circumstances it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other company or companies 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 Company by Clause 5 above, chosen by the members of the Company 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

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

ARTICLES OF ASSOCIATION
of
THURROCK COMMUNITY LEISURE LIMITED

Blackshots Leisure Centre
Blackshots Lane
Grays
Essex RM16 2JU.
Tel: (01375) 398226 Fax: (01375) 394463

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
THURROCK COMMUNITY LEISURE LIMITED

INTERPRETATION

1. In these Articles:

"the Company" means the company intended to be regulated by these Articles;

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"the Articles" means these Articles of Association of the Company;

"clear days" in relation to the period of a notice means 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;

"the Council" means Thurrock Borough Council or its successor body;

"co-opted trustee" means any trustee appointed under Article 45

"executed" includes any mode of execution;

"membership categories" means the categories from which members are appointed under Articles 86 and 87;

"the memorandum" means the Memorandum of Association of the Company;

"notified address" means the address of a member from time to time, communicated to the secretary of the Company in writing;

"office" means the registered office of the Company;

"poll" means a vote of members effected in writing, under which each member (or member's proxy may approve or reject a proposed resolution by so indicating on a ballot paper;

"qualifying employees" means Employees of the Company who have been such Employees for at least six months and whose average weekly hours of work are not less than five hours;

"the seal" means the common seal of the Company if it has one;

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;

"the trustees" means the directors of the Company (and "trustee", has a corresponding meaning);

"the United Kingdom" means Great Britain and Northern Ireland; and

words importing the masculine gender only shall include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

MEMBERS

2. The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under Articles 84, 85, 86 and 87 shall be members of the Company. No person shall be admitted a member of the Company unless his application for membership is approved by the trustees, who will act reasonably in exercising their discretion;
3. Unless the trustees or the Company in general meeting shall make other provision under Article 84, the trustees may in their absolute discretion permit any member of the Company to retire, provided that after such retirement the number of members is not less than two.
4. A member shall be designated by the Board at its discretion within one of the membership categories under Article 87 and for the avoidance of doubt no member or named individual shall be designated within more than one member category.

HONORARY MEMBERS, PATRONS AND ADVISORY COMMITTEES

5. The Board shall have power to elect honorary members of the Company in recognition of special services rendered to the Company for life or for such other period as shall be determined by the Board.
6. The Board shall have power:
 - (1) to elect an Honorary President or Presidents and Vice President or Vice Presidents of the Company for life or until resignation of office;
 - (2) to approach suitable persons to be Patrons of the Company for life or until such person shall resign such office;
 - (3) to appoint Advisory Committees on such terms as the Board may approve.

Such Honorary Officers, Patrons of the Company and members of the Advisory Committees shall not be entitled to attend meetings of the Board but may attend if invited by the Board and shall be entitled to attend general meetings of the Company but not to vote thereat and shall not count towards the quorum.

SUPPORTERS

4. The Board shall have power to promote associations to support the work of the Company or of any of its facilities and to provide services to members of such associations; members of such associations, however, shall not be members of the Company and shall have no rights or liabilities under these Articles.

GENERAL MEETINGS

8. The Company 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 Company and that of the next: Provided that so long as the Company 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 (subject to Article 15) 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

9. The trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act or on the requisition of all Council-appointed trustees shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient trustees to call a general meeting, any trustee or any member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

10. 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*:
 - (1) in the case of an annual general meeting, by all the members entitled to attend and vote; and
 - (2) *in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than ninety five percent of the total voting rights at the meeting of all the members.*
11. 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.
12. The notice shall be given to all the members, to the trustees and auditors and to the Head of Libraries and Cultural Services of the Council or such other person as the Council may from time to time nominate in his/her place.
13. Any annual general meeting or extraordinary general meeting shall take place at a venue within five miles of the Blackshots Leisure Centre.
14. The non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting, so long as it is

demonstrated (under Article 81) that notice was sent or omission was entirely accidental.

PROCEEDINGS AT GENERAL MEETINGS

15. No business shall be transacted at any meeting unless a quorum is present. The quorum provisions will be as follows:-

- (1) either at least twenty percent of members must be present (or, if organisations, represented by duly authorised persons) of which there must be at least one member or duly authorised representative from each of the membership categories, or at least thirty percent of members must be present subject in either case to there being a minimum of ten members present;
 - (2) if at any annual general meeting or extraordinary general meeting there is no quorum 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 determine;
16. The chair, if any, of the trustees or in his absence some other trustee nominated by the trustees shall preside as chair of the meeting, but if neither the chair nor such other trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the trustees present shall elect one of their number to be chair and, if there is only one trustee present and willing to act, he shall be the chair.
17. If no trustee is willing to act as chair, or if no trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair.
18. A trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
19. The chair 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, reasonable notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.

20. 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:
 - (1) by the chair; or
 - (2) by at least two members having the right to vote at the meeting; or
 - (3) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
21. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority (which shall be so recorded 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.
22. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. 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.
23. A poll shall be taken as the chair directs and he may appoint scrutineers (who need not be members) and if the chair considers it necessary he will 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.
24. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not be entitled to a casting vote in addition to any other vote he may have.
25. A poll demanded on the election of a chair 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 chair 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 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.

26. 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.
27. Every member, or member organisation's duly authorised representative, or proxy, attending any general meeting shall produce on demand at such meeting written evidence satisfactory to the company secretary (whose decision shall be final) that he/she is a member or duly authorised representative of a member organisation or the duly appointed proxy of a member (as the case may be).
28. Any person drafting a resolution for consideration by members at a general meeting will have regard to the importance of clear and precise wording.

VOTES OF MEMBERS

29. The membership categories as outlined in Article 62 shall be entitled to the following percentages of the vote:
 - (1) Members Category A – 20% apportioned equally between them
 - (2) Members Category B – 20% apportioned equally between them
 - (3) Members Category C – 20% apportioned equally between them
 - (4) Members Category D – 20% apportioned equally between them
 - (5) Members Category E – 20% apportioned equally between them
30. Twenty percent or more of the members may require that an extraordinary general meeting of the Company be convened.

31. Every member shall have one vote. No member shall be entitled to vote at any general meeting unless all monies then payable by him to the Company have been paid.
32. 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 chair whose decision shall be final and conclusive.
33. A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company 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.
34. Any organisation which is a member of the Company may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Company.
35. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote (but a duly authorised representative of a member organisation may vote on a show of hands). A proxy shall be a member of the Company.
36. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for taking the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

37. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
38. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

"I a member of THURROCK Community Leisure Limited hereby appoint of and failing him of on my behalf at the Annual or Extraordinary, or Adjourned, (as the case may be) General Meeting of the Company to be held on the day of and at every adjournment thereof."

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution

*For**

☐

*Against**

☐

** Place cross in desired box*

As witness my hand this day of "

The instrument appointing a proxy shall be deemed to confer authority, to demand or join in demanding a poll. No person appointed as a proxy may be given discretion as to how to act.

TRUSTEES

39. The number of trustees shall be not less than eleven.
40. The first trustees shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under the Articles. Future trustees shall be appointed as provided subsequently in the Articles.

POWERS OF TRUSTEES

41. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the trustees who may exercise all the powers of the Company. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the trustees by the Articles and a meeting of trustees at which a quorum is present may exercise all the powers exercisable by the trustees.
42. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the trustees shall have the following powers, namely:
- (1) to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as they may see fit 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 of the Company;
 - (2) to enter into contracts on behalf of the Company until otherwise from time to time unanimously resolved upon by the trustees present at the time of a formal meeting of the trustees.
 - (3) to borrow from time to time up to a maximum of £1,000,000 outstanding at any one time. Save as aforesaid the power of the Company to borrow money shall not be exercised without the prior approval of the Company in general meetings.

APPOINTMENT AND RETIREMENT OF TRUSTEES

Council-appointed trustees

43. The Council may appoint and remove such number of trustees as comprise less than twenty percent of the total number of trustees.

Employee-appointed trustees

44. The Employees of the Company, falling into Employee membership category (Member Category E), having been appointed under Article 87 acting together and by majority, may appoint and remove such number of trustees as comprise up to ten percent of the total number of trustees, subject to a minimum of one.

Other trustees ("co-opted trustees")

45. The trustees may appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee provided that the appointment does not cause the number of trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of trustees. In deciding on any appointment, the trustees will seek to provide that there is a broad range of skills on the Board of trustees and will consider proposals from each of the membership categories (other than the Employees' membership category). No decision on such appointment of trustees shall be taken unless the Council-appointed trustees have first been consulted or reasonable steps have been taken to allow such consultation.
46. All co-opted trustees will hold office for a maximum of three years before retiring. Upon a trustee so retiring, the other trustees may re-appoint him or another person. The first retirement of co-opted trustees shall take place at the first Annual General Meeting of the Company, when the greater of three, and thirty three percent of co-opted trustees shall retire (if thirty three percent is applied and that gives a fraction, the higher whole number shall be chosen). Lots shall be drawn to determine who shall retire if agreement cannot be reached. At the second Annual General Meeting there shall be further retirements on the same basis, selection being made from those in office longest and lots being drawn if necessary. At the third Annual General Meeting, any co-opted trustees who were in office prior to the first Annual General Meeting shall retire. Thereafter, a co-opted trustee will be required to retire at the third Annual General Meeting following his appointment.
- *47. If the Company at the meeting at which a trustee retires by rotation, does not fill the vacancy the retiring trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the trustee is put to the meeting and lost.

- *48. No person other than a trustee retiring by rotation shall be appointed or reappointed a trustee at any general meeting unless:
- (1) he is recommended by the trustees; or
 - (2) not less than 28 days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose a person for appointment as a trustee stating the particulars which would, if he were so appointed, be required to be included in the Company's register of trustees together with a notice executed by the proposed person of his willingness to be appointed or reappointed.
- *49. Details shall be included in the notice of the annual general meeting to be circulated not less than 21 clear days prior to the date appointed for holding the meeting of any person (other than a trustee retiring by rotation at the meeting) who is recommended by the trustees for appointment or reappointment as a trustee at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a trustee. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the Company's register of trustees.
- *50. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee and may also determine the rotation in which any additional trustees are to retire.
- *51. The trustees may appoint a person who is willing to act to be a trustee, either to fill a vacancy or as an additional trustee, provided that the appointment does not cause the number of trustees to exceed any number fixed by or in accordance with the Articles as to the maximum number of trustees. A trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

General

52. If the total number of trustees falls below eleven, or if the Company becomes aware of any circumstances likely to lead to the number of trustees falling below eleven, the Company shall inform the Head of Leisure, Libraries and Cultural Services of the Council forthwith (or such other person as the Council may nominate from time to time by written notice to the Company). For the purpose of ensuring that the Company does not become a regulated company (within the meaning of the Local Authorities (Companies) Order 1995, the Council may then appoint as additional trustees such number of individuals (not being associated with the Council within the meaning of Section 69 Local Government and Housing Act 1989) as are necessary to ensure that any existing Council-appointed trustees who are associated with the Council comprise less than twenty percent of the total number of trustees. Such appointment(s) shall cease to the extent that appointment of replacement trustees under Articles 44 and 45 of this Article brings the number of Council-appointed trustees under Article 43 below twenty percent.
53. Subject to Article 54 below, no person may be appointed as a trustee if he/she would be considered as associated with the Council within the meaning of Section 69 Local Government and Housing Act 1989 and any trustee who becomes associated following appointment will immediately cease office.
54. Article 53 will not apply to a trustee appointed by the Council under Article 43.
55. No person may be appointed as a trustee:
- (1) unless he has attained the age of 18 years; or
 - (2) in circumstances such that, had he already been a trustee, he would have been disqualified from acting under the provisions of Article 37.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

56. A trustee shall cease to hold office if:
- (1) he ceases to be a trustee by virtue of any provision in the Act or is 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);

- (2) he becomes prohibited by law from being a director of a company;
- (3) he is the subject of a custodial sentence imposed by a court in the United Kingdom in respect of any criminal act or omission unless the Board determines otherwise;
- (4) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- (5) he resigns his office by notice to the Company (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or
- (6) he is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his office be vacated;
- (7) having been appointed by the Council or members of any membership category under Articles 43, 44 or 45, he is removed under the provisions of that Article;
- (8) he becomes a local authority associated person or employed by the Company and does not fall within the category of Council-appointed trustee or Employee-appointed trustee;
- (9) a majority of those of the other trustees present at a meeting of trustees resolve that he/she ceases to be a trustee;
- (10) he/she retires by rotation under the provisions of Article 46.

TRUSTEES' EXPENSES

57. The trustees may be paid all reasonable travelling 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. The reasonableness of any claims for expenses will be determined by the chief finance officer of the Company.

TRUSTEES' INTERESTS

58. Except to the extent permitted by Clauses 4 and 5 of the Memorandum and save as provided for in Article 59, no trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Company is a party.
59. An Employee-appointed trustee may receive and retain any reasonable remuneration paid to him or her in respect of his or her employment by the Company notwithstanding that he or she is a trustee: PROVIDED THAT the Employee-appointed trustee withdraws from any meeting whilst his or her appointment, remuneration or other terms of employment, or the appointment, remuneration or other terms of employment of any other Employee or Employees which might affect the trustee is being discussed and PROVIDED FURTHER THAT at no time shall the majority of the trustees be Employee-appointed trustees.

PROCEEDINGS OF TRUSTEES

60. The trustees shall meet a minimum of four times in each calendar year (provided that in the period from the date of incorporation of the Company to 31st December of the year of incorporation, the minimum number of meetings may be reduced proportionally).
61. Subject to the provisions of the Articles, the trustees may regulate their proceedings as they think fit. A trustee may, and the secretary at the request of a trustee shall, call a meeting of the trustees. It shall not be necessary to give notice of a meeting to a trustee 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 on a proposed resolution, the chair shall not have a second or casting vote and the resolution will not be passed.
62. The quorum for the transaction of the business of the trustees shall be fixed at six which shall include, if such an appointment has been made, one Council-nominated trustee.
63. The trustees may act notwithstanding any vacancies in their number, but, if the number of trustees is less than the number fixed as the quorum, the continuing trustees or trustee may act only for the purpose of filling vacancies or of calling a general meeting.

64. The trustees may appoint one of their number to be the chair of their meetings. The trustees may at any time remove him from that office. Unless he is unwilling to do so the trustee so appointed shall preside at every meeting of trustees at which he is present. But if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chair of the meeting.
65. The trustees may appoint one or more sub-committees consisting of three or more trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the trustees would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the trustees.
66. All acts done by a meeting of trustees, or of a committee of trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any trustee or that any of them were disqualified from holding office, or has vacated office, or were not entitled to vote, be as valid as if every such person has been duly appointed and was qualified and had continued to be a trustee and had been entitled to vote.
67. A resolution in writing, signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the trustees.
68. Any bank account in which any part of the assets of the Company is deposited shall be operated by the trustees, until otherwise from time to time unanimously resolved upon by the trustees present at the time of a formal meeting of the trustees, and the bank account shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall be signed by at least two trustees, until otherwise from time to time unanimously resolved upon by the trustees present at the time of a formal meeting of the trustees.

SECRETARY

69. Subject to the provisions of the Act, the secretary (who may be a qualifying Employee and who shall be suitably professionally qualified) shall be appointed by the trustees for such term, at such remuneration (if not a trustee) and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

MINUTES

70. The trustees shall keep minutes in books kept for the purpose:
- (1) of all appointments of officers made by the trustees; and
 - (2) of all proceedings at meetings of the Company and of the trustees and of committees of trustees including the names of the trustees present at each such meeting
71. As soon as practicable following each meeting of trustees, the secretary will send to each trustee draft minutes.
72. Following receipt of any comments from the trustees on such draft the secretary will prepare minutes for approval at the next meeting of trustees. No change in the statutory requirements for the audit of companies' accounts shall prevent the Company being required to produce audited accounts.
73. Each trustee shall be supplied with a copy of the agreed form of minutes of each trustees' meeting and shall be allowed unrestricted access to the Company's minute books.

THE SEAL

74. The seal shall only be used by the authority of the trustees or of a committee of trustees authorised by the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a trustee and by the secretary or by a second trustee.

ACCOUNTS

75. Accounts of the Company and any subsidiary shall be prepared and audited in accordance with the provisions of Part VII of the Companies Act 1985.

Each trustee shall be supplied with a copy of such Accounts as soon as practicable following their signing by the Company's auditors and shall, on request, be supplied with a copy of audited accounts relating to any previous financial period.

ANNUAL REPORT

76. The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an Annual Report and its transmission to the Commissioners. Each trustee shall be supplied with a copy of such Annual Report following its approval and shall, on request, be supplied with a copy of any previous Annual Report.

ANNUAL RETURN

77. The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an Annual Return and its transmission to the Commissioners. Each trustee shall be supplied with a copy of such Annual Return following its approval and shall, on request, be supplied with a copy of any previous Annual Return.

NOTICES

78. Any notice to be given to or by any person pursuant to the Articles shall be in writing. A notice calling a meeting of the trustees shall be in writing and shall be copied to the Head of Leisure, Libraries and Cultural Services of the Council (or such other person as the Council may from time to time nominate) unless the meeting can reasonably and properly be regarded as an emergency meeting. Written confirmation by at least twenty percent of the trustees (subject to a minimum of two trustees) that the meeting can be so regarded shall be required.
79. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his notified address or by leaving it at that address. A member whose notified address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

80. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
81. Proof that an envelope containing a notice was properly addressed prepaid 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.
82. Any notice shall both state that it is such and include the full name of the Company, in each case in prominent lettering on its first page.

INDEMNITY

83. In the execution of his duties and the exercise of his rights in relation to the affairs of the Company (and without prejudice to any indemnity to which he may otherwise be entitled) every member of the Board shall be entitled to be indemnified out of the assets of the Company and the Company shall be entitled to purchase and maintain for such officer insurance against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the member of the Board who is sought to be made liable. Every director or other officer or auditor of the Company shall also be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. This Article shall only have effect insofar as it is not avoided by any provision of the Act.

RULES

84. The trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of defining classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- (1) (subject to Articles 84 and 85) the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (2) the conduct of members of the Company in relation to one another, and to the Company's servants;
 - (3) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - (4) the procedure at general meetings and meetings of the trustees and committees of the trustees insofar as such procedure is not regulated by the Articles;
 - (5) generally, all such matters as are commonly the subject matter of company rules.
85. The Company 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 Company all such rules or bye laws, which shall be binding on all members of the Company. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

MEMBERSHIP

Membership categories

86. No person shall be admitted as a member of the Company unless first approved by the trustees, who shall have full discretion without assigning any

reason whether or not to admit any person to membership of the Company. In exercising their discretion, the trustees shall have regard (amongst other things) to their duty under Article 88.

87. Within six months of the Company's incorporation, the Company shall invite applications for membership of the Company in accordance with the following:-

- (1) Members Category A: registered individual users and user groups
- (2) Members Category B: sports and recreation groups within the district of Thurrock
- (3) Members Category C: health and education providers within the district of Thurrock
- (4) Members Category D: individuals living and/or operating businesses in the Borough of Thurrock
- (5) Members Category E: Employees of the Company

88. The trustees shall use their best endeavours to ensure that at least 10% of all members specifically represent the interests of disabled users of the Company's facilities.

General

89. The trustees shall refuse to accept as a member any person who, by virtue of his/her membership will cause the Company to become associated with the Council within the meaning of Section 33 Local Government Act 1988.

Every person, before becoming a member, must sign and deliver to the Company an application for membership in this form:

"I of wish to become a member of the Company and request you to enter my name in the register of members accordingly, subject to the Memorandum and Articles of Association.

I support the Objects of the Company and will strive to act, as a member, in its best interests.

.....

Signature"

91. The privileges of a member shall not be transferable and every member shall cease to be a member on the happening of any of the following events;-
- (1) if, being an individual, he/she shall die or become a patient within the meaning of the Mental Health Act 1983;
 - (2) he/she is the subject of a custodial sentence imposed by a court in the United Kingdom in respect of any criminal act or omission unless the Trustees determine otherwise;
 - (3) if he/she serves on the Company three months' notice in writing of his/her intention to resign his membership, in which case he/she will cease to be a member at the expiry of three months from the date of service of such notice;
 - (4) if a majority of members attending a general meeting resolve that he/she cease to be a member;
 - (5) any member shall in a consecutive period of at least two calendar years not have attended in person any general meeting of the Company and not have caused to be deposited a proxy for any such meeting or if during such consecutive period the notified address of a member shall be out of date (of which fact it shall be sufficient evidence that a letter sent to such address in the first of such two years has been returned through the post and that no subsequent information showing the address not to have been out of date has been received by the Company when the trustees may at that time within the (third) calendar year cause to be posted to such member at his notified address a notice stating that if he shall not within one month after the date on which such notice was posted inform the Association in writing that he wishes to remain a member thereof, his name will be struck off the list of members. And if, at the expiry of such notice he shall not so have informed the Company the trustees may (whether or not the notice sent to him has been returned through the post) at any time thereafter declare that he has ceased to be a member; and on such declaration he shall so cease and the register of members shall be altered accordingly;

- (6) he/she will cause the Company to become associated with the Council within the meaning of Section 33 Local Government Act 1988;

AMENDMENTS

92. There shall be no amendments to Articles 43, 62, 86 or 87 without the prior written consent of the Council.

Signatures, Names and Addresses of Subscribers

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation: