

No 3790143

COMPANIES ACT 1885 TO 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
And
ARTICLES OF ASSOCIATION
Of
BARNESLEY PREMIER LEISURE

Incorporated on 10 June 1999

Memorandum of Association amended and new Articles adopted by resolutions

Passed on 14 July 1999

As amended on 23 January 2009

As amended on 16 December 2011

As further amended on the 26 June 2017



THE COMPANIES ACT 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

MEMORANDAM OF ASSOCIATION

Of

BARNSELEY PREMIER LEISURE
COMPANY NUMBER 3790143

(As amended by Members Resolution passed 14th July 1999)

(As amended by Special Resolution passed at a General meeting of Members passed on 23rd January 2009)

(As further amended by special Resolution passed at General Meeting of Members passed on the 16th December 2011)

(As further amended by Special Resolution passed at a General Meeting of Members passed on the 26 June 2017)

1. The Company's name is BARNSELEY PREMIER LEISURE and in this document is called "the Charity"
2. The Charity registered office is situated in England and Wales
3. The Charity's objects("the Objects") are to provide or assist in the provision of facilities for recreation or other leisure occupation for the general public in the interests of social welfare, such facilities being provided in accordance with the following sub-paragraph of this sub-clause, namely –
 - (i) The facilities to be provided shall be facilities to the public at large save special facilities may be provided for persons who by reason or their youth, age, infirmity or disability, poverty or social and economic circumstances may have need of special facilities
4. In the furtherance of the objects but not otherwise the Charity may exercise the following powers –

- 4.1 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity,
- 4.2 to raise funds and to invite and receive contributions and to receive gifts subject to special trust within the Objects, without prejudice to the Charity having the right to refuse as it sees fit any gift contribution legacy or bequest and provided that in raising funds the Charity shall not undertake and substantial permanent trading activity other than that which is in direct furtherance of its primary objects,
- 4.3 to acquire, develop, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property, and to borrow money whether upon security or otherwise,
- 4.4 to invest any monies not for the time being required for the Charity's general purposes or with a view to meeting long-term commitments or requirements and to hold (either in nominee names or otherwise) sell or otherwise deal in such investments (either under discretionary investment management arrangements or otherwise) and generally to do all things which are in the Charity's best interests of which calculating directly or indirectly to protect, enhance the value of, or use most efficiently the Charity's assets or resource,
- 4.5 subject to clause 5 below to accept agree or contract for the services assistance or contributions of any persons or organisation upon such terms as the company may see fit including the provision of remuneration, indemnities, reimbursements or expenses, insurance, and reasonable working conditions, and to provide reasonable terms of employment including benefits for past employees and the dependent of employees or past employees,
- 4.6 to pay out of the funds of the Charity the cost of any premium in respect of insurance or indemnities to cover the liability of the Board (or any Trustee) which by virtue of any rule of law would other attach to them or any of them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the charity. Provided that any such insurance shall not provide cover for any Trustee against any claim arising from any act or omission which that Trustee knew was a breach of trust or which was committed by that Trustee in reckless disregard of whether it was a breach of trust 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 Trustees in their capacity as Trustees of the Charity
- 4.7 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects provided that any such charitable body to which the Charity distributes any of its profits must have as its principal purpose the provision of facilities for persons to take part in sport or physical recreation and must prohibit the distribution of its income and property to an extent at least as great as that imposed by Clause 5 of the Memorandum of Association,

- 4.8 to cooperate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes to exchange information and advice with them,
- 4.9 to pay the funds of the Charity the costs, charges and expenses of an incidental to the formation and registration of the Charity,
- 4.10 To do all such other lawful things as are necessary for the achievement of the Objects,
- 4.11 To do all or any of these things either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise or by forming other charitable companies or trusts or by acquiring or holding shares and either alone or in conjunction with others with a view to fulfilling the Objects
5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustee shall take or hold any interest in property belonging to the Charity or be interested otherwise than as a Trustee in any contract to which the Charity is the party or be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as permitted by the Articles or the provisions of this Clause. Provided that nothing in this document shall prevent the payment of reasonable remuneration to the Chairman of the Trustees of the Charity for work undertaken as Chairman in the administration of the Charity notwithstanding that he is Trustee provided that the following conditions are met.
- (i) He shall not be present at or take part in any decision relating to such remuneration.
- (ii) The decision to remunerate him shall be taken unanimously by the other Charity Trustees present and voting at the meeting called to consider the question.
- (iii) The level remuneration is reasonable and proper having regard to the services rendered by the Chairman and in any event does not exceed £10k per annum or such greater sum as the Charity Trustees by special resolutions and unanimously decide,
6. The liability of the members is limited
7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she cease to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of

winding up, and for the adjustment of the rights of the contributories among themselves.

8. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities the principal purpose of which is the provision of facilities for persons to take part in sport or physical recreation and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution

THE COMPANIES ACTS 1885 AND 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

Of

BARNSELEY PREMIER LEISURE
COMPANY NUMBER 3790143

(as adopted on by Members Resolution passed on 14 July 1999)

INTERPRETATION

1.1. In these articles

‘the Charity’	means the company intended to be regulated by these articles,
‘the Act’	means the Companies the Act 2006 including any statutory modification or re-enactment thereof for the time being in force,
‘the Articles’	means the Articles of Association of the Charity from time to time in force,
‘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 Barnsley Metropolitan Borough Council or its successor body,
‘executed’	includes any mode of execution,
‘the Memorandum’	means the memorandum of association of the Charity from time to time in force,
‘Office’	means the registered office of the Charity,
‘the Seal’	means the common seal of the Charity if it has one,
‘Secretary’	means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant deputy secretary,

‘the Trustees’ means the Trustees of the Charity (and ‘trustee’ has a corresponding meaning),

‘the UK’ means Great Britain and Northern Ireland

- 1.2. Unless the context otherwise requires, words importing – the masculine gender only shall include the feminine gender only shall include the feminine gender, the singular only shall include the plural number and visa versa, persons shall include corporations.
- 1.3. 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. All Trustees other than Council Nominated Trustees are automatically admitted as Members and no person who is not a Trustee may be admitted as a Member. A person ceasing to be a Trustee automatically ceases to be a Member

GENERAL MEETINGS

3. The Charity shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than 15 months shall elapse between the date of one annual general meeting of the Charity and that of the next. Provided that so long as the Charity holds its first annual general meeting within 18 months of its incorporations, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the Trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings
4. The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall comply with their obligations under the Act to forthwith proceed to convene an extraordinary general meeting for a date which is in any case not later than seven weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustees or any member of the Charity may call a general meeting.

NOTICE OF GENERAL MEETINGS

5. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as a Trustee shall be called by at least 21 clear days notice. All other extraordinary general meetings shall be called by at least 14 clear days’ notice but a general may be called by shorted notice if it is so agreed.

- 5.1. in the case of an annual general meeting, by all the members entitled to attend and
- 5.2. 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 95 per cent of the total voting rights at the meeting of all the members

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

The notice shall be given to all the members and to the Trustees and auditors

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

PROCEEDINGS AT GENERAL MEETINGS

7. No business shall be transacted at any meeting unless a quorum is present. four persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member organisation, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum
8. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine
9. The Chairman, if any, of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as Chairman of the meeting, but if neither the Chairman nor such other Trustee (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chairman and, if there is only one Trustee present and willing to act, he shall be Chairman
10. A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting
11. The Chairman may, with the consent of a meeting at which a quorum (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice

12. 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:
- 12.1 by the Chairman, or
 - 12.2 by at least two person having the right to vote at the meeting, or
 - 12.4 by a person or persons representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting

A demand by a person as proxy for a member shall be the same as a demand by the member

13. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
14. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
15. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which poll is demanded
16. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall not be entitled to a casting vote in addition to any other vote he may have
17. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
18. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken

VOTES OF MEMBERS

19. Subject of Article 16, every member shall have one vote. Votes may be cast personally or by proxy
20. No member shall be entitled to vote at any general meeting unless all moneys then payment by him to the Charity have been paid
21. No objection shall be raised to the qualification of any voter at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive

CONTENT OF PROXY NOTICES

- 21A.1 The instrument appointing a proxy
 - (a) shall state the name and address of the member appointing the proxy;
 - (b) identify the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) be signed by or on behalf of the member appointing the proxy or be authenticated in such a manner as the Trustees may determine;
 - (d) be delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which it relates
- 21A.2 The Charity may require the proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 21A.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 21A.4 Unless a proxy notice indicates otherwise it must be treated as – (a) allowing the person appointed as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and (b) appointing that person as proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
22. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may –
 - 22.1 be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

- 22A.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 22.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- 22A.2 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 22A.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
23. A vote given or poll demanded by a proxy or by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
24. Any organisation which a member of the Charity may be 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 Charity, 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 Charity

WRITTEN RESOLUTIONS

- 24A.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that :
- (a) A copy of the proposed resolution has been sent to every member.
 - (b) A simple majority (in the case of a special resolution of a majority of not less than 75% of members) has signified as agreeing to the resolution; and
 - (c) It is contained in an authenticated document which has been received at the registered office within a period of 28 days beginning with the circulation date.

24A.2 A resolution in writing may include several documents to which one or more members have signified their agreement.

24A.3 In the case of a member that is an organisation its authorised representative may signify its agreement.

TRUSTEES

25. The number of Trustees shall be not less than three and not more than fifteen

26. The first Trustee 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

27. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the 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

28. 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 –

28.1 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the Objects having power to invest the funds of the Charity and any part thereof in the purchase of, or at interest upon, the security of such stocks, funds, shares, securities or other investments of whatsoever nature and whatsoever situate as the trustees in their discretion think fit and having power to direct the date of transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Charity but so that the trustees:

- (i) shall exercise such power with the care that a prudent person of business would use in making investments for a person for whom they felt morally obliged to provide
- (ii) shall not make any speculate or hazardous investment (and, for the avoidance of doubt, this power to invest does not extend to the laying out of money on the acquisition of future or traded options)

- (iii) shall have power under this clause to invest in a private limited company, and
- (iv) shall have regard to the need for diversification of investments in the circumstances of the charity and to the suitability of proposed investments

28.2 to enter into contracts on behalf of the Charity

NOMINATED TRUSTEES

29. The Council may appoint one person as a Trustee and may remove or replace any person it appoints. A person's appointment as a Nominated Trustee ends automatically if, being a member of the council, he or she ceases to be a member of the Council. Nominated Trustees are not subject to retirement by rotation

EMPLOYEE REPRESENTATIVE

30. One representative elected by the employees of the Charity or its subsidiary may attend meetings of the Trustees in the capacity of an observer provided that
- 30.1 such representative shall have no right to address the meeting unless invited to do so by the Chairman.
 - 30.2 such representative shall have no vote
 - 30.3 such representative shall withdraw immediately from the meeting if called upon to do so by the Chairman

APPOINTMENT AND RETIREMENT OF TRUSTEES

- 31.1 In exercising their powers to appoint, reappoint, elect, re-elect and dismiss Trustees, the Members and Trustees shall seek to ensure that the Board of Trustees comprises persons with a broad range of skills and who are likely to contribute to and participate in the Charity's success
- 31.2 The Council shall be notified in advance of any proposal to appoint, reappoint, elect, re-elect or dismiss a Trustee, and the Council shall be given the opportunity to discuss the matter with the board or with a representative of the Board
- 32.1 At every annual general meeting one third of the Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one third shall retire from office, but, if there is only one Trustee who is subject to retirement by rotation, he shall retire

- 32.2 Subject to the provision of the Act, the Trustees to retire by rotation shall be those who have been longest in the office since their last appointment or reappointment, but as between persons who became or were last appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot
33. If the Charity 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
34. No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless –
- 34.1 he is recommended by the Trustees, or
- 34.2 not less than 14 no more than 35 clear days before the day appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointing stating the particulars in the Charity's register of Trustees together with a notice executed by that person of his willingness to be appointed or reappointed
35. No person may be appointed as a Trustee
- 35.1 unless he is a natural person who has attained the age of 18 years
- 35.2 in circumstances such that, had he already been a Trustee, he would have disqualified from acting under the provision of Article 39
36. Subject as aforesaid, the Charity 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
37. 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. 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
38. Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be reappointed

DISQUALIFICATION AND REMOVAL OF TRUSTEES

39. A Trustee shall cease to hold office if he –
- 39.1 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 72 of the Charities Act 1993 (or any statutory enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee,
 - 39.2 becomes bankrupt or makes any arrangement or composition with his creditors generally,
 - 39.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs
 - 39.4 resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
 - 39.5 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
 - 39.6 is requested in writing by three-quarters of all his co-Trustees to resign for a good and sufficient reason provided that before any decision is made by such number of the Trustees to remove a co-Trustee from office a meeting of the Trustees shall be held, and
 - (i) the Trustees who are at risk of being removed from office (the relevant trustee) shall have the right to be heard at that meeting before any decision to remove him or her from office is made, and
 - (ii) the relevant trustee may if he or she so wishes be accompanied by another person of his or her choice to such meeting of the Trustees and such person may speak on behalf of the relevant Trustees

TRUSTEES EXPENSES

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

FINANCIAL BENEFITS FOR TRUSTEES/CONNECTED PERSONS

41.1 No Trustee or connected person may:-

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from the Charity (except for any payment to the Chairman of the Trustees permitted by clause 5 of the Memorandum);
- (d) receive any other financial benefit from the Charity;

unless:-

- (i) the payment is permitted by this Article or;
- (ii) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

41.2.1 A Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary provided it is available generally to the beneficiaries of the Charity

41.2.2 A Trustee or connected person may enter into a contract for the supply of services, or goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with and subject to the conditions in Section 73A to 73C of the Charities Act 1993.

41.2.3 Subject to Article 41.3 a Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person.

41.2.4 A Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Trustees.

41.2.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the Trustee concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

41.2.6 The Trustees may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, Section 73F of the Charities Act 1993.

41.2.7 A Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

41.2.8 A Trustee or connected person may be interested in a contract entered into by the Charity with another party, which is itself a public or local authority or another charity or a non profit body where such interest arises solely because the Trustee is a Director Officer Councillor or elected member of that other party in which case he or she must disclose his or her interest and shall withdraw from any meeting at which such contract is under discussion.

41.3 The Charity and its Trustees may only rely upon the authority provided by the various paragraphs in Article 41.2.3 if each of the following conditions are satisfied:-

- (a) The amount or maximum amount of payment for goods is set out in an agreement in writing between:-
 - (i) the Charity or its Trustees (as the case may be) and
 - (ii) the Trustee or connected person supplying the goods (“the Supplier”) under which the Supplier is to supply the goods in question to or on behalf of the Charity
- (b) the amount or maximum amount for the payment of the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question
- (c) the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
- (d) the Supplier is absent from the parts of any meeting at which there is a discussion on the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity
- (e) the Supplier does not vote on any such matter and is not to be counted when calculating whether a Quorum of the Trustees is present at the meeting
- (f) the reason for their decision is recorded by the Trustees in the Minute Book
- (g) the majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 41.1

41.4 In this Regulation the following definitions shall apply:-

41.4.1 “the Charity” shall include any company in which the Charity:

- Holds more than 50% of the shares; or
- Controls more than 50% of the voting rights attached to the shares; or
- Has the right to appoint one or more directors of the Company

41.4.2 “Connected Person” in relation to a Trustee means:-

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within paragraph (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within paragraphs (a) or (b) above;
- (d) an institution which is controlled (i) by the Trustee or any connected person falling within paragraphs (a), (b) or (c) above; or (ii) by two or more persons falling within sub-paragraph (a) when taken together
- (e) a body corporate in which – (i) the Trustee or any connected person falling within paragraph (a) to (c) has a substantial

interest; or (ii) two or more persons falling within sub-paragraph (i) who, when taken together, have a substantial interest.

41.4.3 "Financial Benefit" means a benefit direct or indirect which is either money or moneys worth.

41.4.4 "Commission" means the Charity Commission for England and Wales.

41.4.5 Paragraphs 2 to 4 of Schedule 5 to the Charities Act 1993 apply for the purposes of interpreting the terms used in this sub-clause

PROCEEDINGS OF TRUSTEES

42. 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, the Chairman shall not have a second or casting vote. It at anytime the Council-nominated Trustee forms 20% or more of the total number of Trustees the voting power exercisable by the nominated Trustee shall be reduced so as to be less than 20% of the total number of votes exercisable by the full Board of Trustees, furthermore if the Council nominated Trustee is a serving member of the Council or is an employee of the Council such Trustee shall withdraw from any meeting at which any matter involving the Charity and the Council is being discussed
43. The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but not be less than one third of their number or two Trustees, whichever is the greater
44. 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
45. The Trustees may appoint one of their number to be the Chairman of their meetings and may at anytime remove him from the 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 not 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 may appoint one of their numbers to be Chairman of the meeting
46. The Trustees may appoint one or more sub-committees consisting of three or more Trustees for the purpose of making any enquiry 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

47. 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 Trustees or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote
48. A resolution in writing or in electronic form 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 such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees

ELECTRONIC MEETINGS

- 48A. A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants
49. Any bank account in which a part of the assets of the Charity is deposited shall be operated in accordance with the instructions of the Trustees and shall indicate the name of the Charity and its charitable status

DECLARATION OF TRUSTEE'S INTERESTS AND CONFLICTS OF INTEREST/LOYALTIES – FINANCIAL AND NON FINANCIAL BENEFITS

- 49A.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself from any discussions of the Trustees in which it is possible that a conflict will arise between his duties to act solely for the interests of the Charity and any personal interest (including but not limited to any personal financial interest)
- 49A.2. If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply:-
- (a) The conflicted Trustee is absent from the part of the meeting where there is discussion of any arrangement or transaction affecting that other organisation or person.
 - (b) The conflicted Trustee does not vote on any such matter and is not to be counted when considering whether the quorum of the Trustees is present at the meeting; and
 - (c) The unconflicted trustees consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

- 49A.3 In this Article a “Conflict of Interest” arises because of a duty of loyalty owed to another organisation or person and it only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person (as defined in Article 41.4.2) and governed by Article 41).
NB This article deals with non financial conflicts of interest

SECRETARY

50. Subject to the provision of the Act, the Secretary 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

51. The Trustees shall keep minutes in books kept for the purpose –
- 51.1 of all appointments of officers made by the Trustees, and
- 51.2 of all proceedings at meetings of the Charity and of the Trustees and of committees of Trustees including the names of the Trustees present at each such meeting

SEAL

52. The seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by 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

53. Accounts shall be prepared in accordance with the provisions of Part V11 of the Act

ANNUAL REPORT

54. The Trustees shall comply with their obligations under the Charities Act 1993 (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

ANNUAL RETURN

55. The Trustees shall comply with their obligations under the Charities Act 1993 (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

NOTICES

- 56.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
- 56.2 Subject to the Articles, any notice or document to be sent or supplied to the Trustees in connection with the taking of decisions by Trustees may also be sent or supplied by means by which that Trustee has asked for them to be sent or supplied for such notices or documents for the time being
- 56.3 Any notice to be given to or by any person pursuant to the Articles:-
 - 56.3.1 must be in writing; or
 - 56.3.2 must be given in electronic form except that a notice calling a meeting of the Trustees need not be in writing and need not be given in electronic form.
- 57 The Charity may give any notice to a member either:-
 - (a) personally; or
 - (b) by sending it by post in a pre-paid envelope addressed to the member at his address; or
 - (c) by leaving it at the address of the member; or
 - (d) by giving it in electronic form to the member's address; or
 - (e) by placing the notice on a website providing the person with a notification in writing or in electronic form of the presence of the notice on the website. Where applicable the notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 57.1 A member who does not register an address with the Charity and registers only a postal address that is not in the United Kingdom shall not be entitled to receive any notice from the Charity.
- 58 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called
- 59.1 Proof that an envelope containing a notice was properly addressed, prepaid and evidence that the notice was given.
- 59.2 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent in accordance with Section 1147 of the Act.
- 59.3 In accordance with Section 1147 of the Act notice shall both be deemed to have been given:-
 - (a) 48 hours after the envelope containing it was posted; or

- (b) In the case of an electronic communication 48 hours after it was sent.

INDEMNITY

60 Subject to the provisions of the Act every Trustee or other officers or auditor of the Charity shall be indemnified out of the assets of the Charity against liability incurred by him in that capacity 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 Charity.

- 60.1 The Trustees shall have power to resolve pursuant to sub clause 4.6 of the Memorandum of Association to affect Indemnity Insurance notwithstanding their interest in any such policy.

RULES

- 61 The Trustees may from time to time make such rules or by laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing 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 law regulate –
- i. The admission and classification of members of the Charity (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.
 - ii. The conduct of members of the Charity in relation to one another, and to the Charity's servants,
 - iii. The setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes,
 - iv. The procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the articles,
 - v. The conduct of elections of Employee Trustees and rules for the rotation of Employee Trustees,
 - vi. Generally, all such matters as are commonly the subject matter of company rules.

- 61.1 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or by law, which shall be binding on all members of the Charity provided that no rule or by law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum of the Articles.

INVESTMENT MANAGERS

- 62 The Trustees may appoint as the investment manager for the Charity a person who, after inquiry, they are satisfied is a proper and competent person to act in that capacity and who is either –

- i. An individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986, or
- ii. A company of firm or repute which is an authorised or exempted person within the meaning of that Act otherwise than by virtue of Section 45 (i) of that Act.

- 62.1 The Trustees may delegate to any investment manager so appointed power at his or her discretion to buy and sell investments for the Charity on behalf of Trustees in accordance with the investment policy laid down by the Trustees. The Trustees may only do so on terms consistent with these provisions.

- 62.2 Where the Trustees make any delegation under these provisions they shall

- i. Inform the investment manager in writing of the extent of charity's investment powers,
- ii. Lay down a detailed investment policy for the charity and immediately inform the investment manager in writing of it and of any changes to it,
- iii. Ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager,
- iv. Ensure that they are kept informed of, and review on a regular basis, the performance of their investment portfolio managed by the investment manager and the exercise of him or her of his or her delegated authority,
- v. Take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority,
- vi. Review the appointment at such intervals not exceeding 24 months as they think fit, and

vii. Pay such reasonable and proper remuneration to the investments manager and agree such proper terms as to notice and other matters as the Trustees shall decide and as are consistent with these provisions provided that such remuneration may include commission fees and/or expenses earned by the investment manager if any only to the extent that such commission fees and/or expenses are disclosed to the Trustees.

62.3 Where the Trustees make any delegation under these provisions they shall do so on the terms that

- i. The investment manager shall comply with the terms of his or her delegated authority,
- ii. The investment manager shall not do anything with the Trustees do not have the power to do,
- iii. The Trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with these provision, and
- iv. The Trustees shall give directions to the investment manager as to the manner in which he or she is to report to them sales and purchase of investments made on their behalf.