

ICOM LEGAL AND REGISTRATION SERVICES

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COMPANY LIMITED BY GUARANTEE

Memorandum and Articles

of Association of

**Hogarth Charitable Trust Company  
Limited**

**Company N<sup>o</sup> 4000559**

THURSDAY



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RM 19/09/2013 #78

COMPANIES HOUSE

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INDUSTRIAL COMMON OWNERSHIP MOVEMENT LIMITED

74 Kirkgate  
LEEDS LS2 7DJ  
Tel (0113) 246 1737  
Fax (0113) 244 0002

**ICOM**

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

## **Hogarth Charitable Trust Company Limited**

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- 1 The name of the Company is 'Hogarth Charitable Trust Company Limited'
- 2 The registered office of the Company will be situated in England and Wales
- 3 The objects of the Company shall be to promote the benefit of young people of the London Borough of Hounslow without distinction of gender, sexual orientation, nationality or race, or of religious or other opinions by the provision of facilities in the interests of social welfare for recreation and leisure time occupation with the aim of improving the quality of life for young people, and in particular, to provide an alternative to residential care and custody for young people in trouble
- 4 In furtherance of the above objects but not otherwise, the Company shall have the following powers
  - a) To maintain and manage a Youth Recreation Centre alone or in conjunction with a local authority or other body,
  - b) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any other rights or privileges which the Company may think necessary for the promotion of its objects;
  - c) To construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects,
  - d) To publish books, pamphlets, reports, leaflets, journals, audio tapes, video tapes, films and instructional matter and to run lectures, seminars, conferences and courses
  - e) To obtain, collect and receive money and funds by way of contributions, donations endowments sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same
  - f) Subject to such consents if any, as may be required by law, to borrow or raise money for the Company on such terms and on such security as may be thought fit
  - g) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations 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,

- h) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects
- i) To invest the monies of the Company not immediately required for its own 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 for the time being may be imposed or required by law and subject also as hereinafter provided
- j) To sell, improve develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to the provisions of this Memorandum of Association,
- k) To engage or employ such personnel (not being members of its Management Committee) whether as employees, consultants or advisers, as may be required for the promotion of the objects of the Company
- l) To open and operate bank accounts and other facilities for banking in the name of the Company,
- m) To enter into any contracts with statutory, voluntary or other bodies as are considered necessary or convenient for the achievement of the Company's objects,
- n) To raise funds and invite and receive contributions from any person and persons whatsoever by way of subscription and otherwise provided that the Company shall not undertake any substantial permanent trading activities in raising funds for the said objects,
- o) To provide indemnity insurance to cover the liability of the members of the Management Committee (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default breach of Trust or breach of duty of which they may be guilty in relation to the Company (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986 Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the company and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the Board member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation
- p) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them

PROVIDED THAT

- q) 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,
  - r) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
- 5 In carrying out its objects the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in access to facilities provided by the Company
- 6 The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend bonus, or otherwise whatsoever by way of profit to the members of the Company, PROVIDED THAT nothing shall prevent any payment in good faith by the Company
- a) Of the usual professional charges for business done by any Management Committee member who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his, when instructed by the Company to act in a professional capacity on its behalf Provided that at no time shall a majority of the Management Committee benefit under this provision and that a Management Committee member shall withdraw from any meeting at which her or his appointment or remuneration, or that of her or his partner, is under discussion and provided also that nothing shall authorise a Management Committee member or her/his firm to act as auditor to the Company
  - b) Of interest on money lent by any member of the Company (or of its Management Committee) at a rate per annum not exceeding 2 per cent below the base lending rate of the Company's bankers from time to time,
  - c) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Management Committee)
  - d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee may be a member holding not more than 1/100th part of the capital of the company,
  - e) Of grants, loans, donations or any other kind of financial assistance to any individual organisation, firm, company society or statutory authority which is a member of the Company or of its Management Committee or is represented on the Management Committee provided that any such assistance is in respect of charitable activities in furtherance of the objects of the Company,
  - f) Of payment of any premium in respect of any insurance as permitted by clause 4(o)
  - g) To any member of the Management Committee in respect of reasonable out-of-pocket expenses
- 7 The liability of the members is limited

- 8 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound
- 9 In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to some other charitable institution or institutions active in the Company's area of benefit and having objects similar to or compatible with any of the objects of the Company as may be determined by a General Meeting at the time of or prior to the winding up or dissolution of the Company
- 10 No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Company to cease to be a charity in law or to be a company to which section 30 of the Companies Act 1985 does not apply

*SW/ICOM 1999*

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Articles of Association of

## **Hogarth Charitable Trust Company Limited**

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### **Interpretations**

- 1 In these Articles  
"The Act" means the Companies Act 1985 as amended by the Companies Act 1989 and any other amendments from time to time in force  
"The Company" means the above-named company  
"Secretary" means any person appointed to perform the duties of the Secretary of the Company  
"The Management Committee" means all those persons for the time being appointed to perform the duties of directors of the Company  
"Employee" means anyone holding a contract of employment with the Company  
"The Seal" means the common seal of the Company  
"In writing" shall be taken to include references to printing, photocopying and other modes of representing or reproducing words in a visible form

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument or regulation.

### **Members**

- 2 The first members of the company shall be the subscribers to the Memorandum and Articles of Association after which the members of the Company shall be those persons appointed under article 25
- 3 Upon becoming a member of the Company a person shall also become a member of its Management Committee

### **Register of Members**

- 4 The Company shall maintain a Register of Members in which shall be recorded the name and address of every member and the dates on which they became a member and on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to her/his name or address.
- 5 All members shall be entitled to receive a copy of the Memorandum & Articles of Association of the Company on request and at no charge.

### **Cessation of Membership**

- 6 The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
- 7 A member shall cease to be a member if she or he
  - a) resigns in writing to the Secretary, or
  - b) dies, or
  - c) retires in accordance with the three year rotation rules contained within these articles and her or his continuation of membership is not confirmed, or
  - d) is absent from three consecutive Management Committee meetings without good reason, and the Management Committee decide by a majority vote that by virtue of such absence she or he shall cease to hold office, or
  - e) in the opinion of a majority of the Management Committee, fails to declare an interest according to article 29, or
  - f) is expelled from membership by a majority vote of the Management Committee provided that any member whose expulsion is to be considered shall have the right to make representation to the meeting at which the question is to be decided, or
  - g) ceases to be eligible to serve as a director of a company by reason of bankruptcy, unsoundness of mind or prohibition order, or
  - h) is disqualified by law from serving as a trustee of a charity

### **General Meetings**

- 8 Unless it has passed an elective resolution to the contrary once in each calendar year the Company shall hold an Annual General Meeting. Every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, the first Annual General Meeting shall be held within eighteen months of incorporation.
- 9 The business of an Annual General Meeting shall comprise
  - a) the consideration of the Report and Accounts presented by the Management Committee,
  - b) the appointment and the fixing of the remuneration of the auditor or auditors (if any),
  - c) the appointment of members of the Management Committee,

- d) the confirmation or otherwise of the continuation of membership of those Management Committee members retiring under the rotation rules in these articles,
  - e) such other business as may have been specified in the notices calling the meeting
- 10 All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings
- 11 The Management Committee may whenever they think fit convene an Extraordinary General Meeting or an Extraordinary General Meeting may be convened by ten per cent of the members of the Company, as provided by section 368 of the Act
- 12 Decisions at General Meetings shall be made by passing resolutions
  - a) Decisions involving an alteration to the Memorandum or Articles of Association of the Company and other decisions so required from time to time by statute shall be made by a Special Resolution. Certain decisions, as required by statute, shall be made by Extraordinary Resolution. A Special or an Extraordinary Resolution may only be passed by a majority of not less than three-quarters of votes cast at a General Meeting
  - b) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast at a General Meeting

#### **Notices**

- 13 All General Meetings shall be called by at least twenty-one clear days notice unless all persons entitled to attend and vote at a General Meeting agree to the calling of a General Meeting with shorter notice
- 14 Notice of every General Meeting shall be given in writing to every member of the Company and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office
- 15 Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or any resolution to remove the auditor, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised shall be specified
- 16 Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted



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

### **Proceedings at General Meetings**

- 18 No member shall have more than one vote on any question to be decided at a General Meeting
- 19 Votes may only be cast personally Proxy voting is not permitted
- 20 No business shall be transacted at a General Meeting unless a quorum of members is present Three members shall be a quorum
- 21 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Management Committee may direct All members shall be given such notice as is practicable of such an adjourned meeting The members present at a meeting so adjourned shall be a quorum subject to an absolute minimum of two
- 22 At every General Meeting the Chair – if there is one – shall preside If the Chair is not present within ten minutes of the appointed time for the meeting, the members present shall choose one of their number act as Chair whose function shall be to conduct the business of the meeting in an orderly manner
- 23 In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair of the meeting shall have a second vote
- 24 Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several similar documents each signed by one or more members

### **Management Committee**

- 25 The Company shall have a Management Committee comprising all the members of the Company for the time being The number of members of the Management Committee shall never be less than four nor more than twenty
- 26 At every Annual General Meeting one third of the members of the Management Committee –or, if their number is not a multiple of three, then the number nearest to one third – shall retire from office The members to retire shall be those who have been longest in office since they were admitted to or last confirmed in membership of the Company and in the event of there being two or more members with the same length of service then in the absence of agreement those to retire shall be decided by lot A retiring member of the Management Committee may have her or his continuing membership of the Company and of the Management Committee

confirmed by ordinary resolution at the Annual General Meeting in which case her or his membership shall be deemed to continue without a break

- 27 For the avoidance of doubt Committee members are the Directors and Trustees of this Charitable Company
- 28 Under no circumstances shall any employee of the Company or any person aged less than eighteen years or anyone who is disqualified by law from being a trustee of a charity be a member of the Management Committee
- 29 A Management Committee member shall declare an interest in and shall not vote in respect of any contract in which s/he has a personal financial or material interest, either directly or indirectly and shall withdraw from any meeting at which such an issue is discussed
- 30 Committee members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Company or in connection with the business of the Company but otherwise—subject to memorandum 6—shall receive no remuneration
- 31 The office of a Management Committee member shall be immediately vacated if s/he ceases to be a member of the Company for any reason whatsoever under the provisions of Article 7
- 32 Any person ceasing to be a member of the Management Committee for any reason shall also cease to be a member of the Company

#### **Powers and Duties of the Management Committee**

- 33 The affairs of the Company shall be managed by the Management Committee who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting
- 34 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted endorsed, or otherwise executed in such manner as the Management Committee shall from time to time decide, provided that all instruments of expenditure above a certain limit set from time to time by the Management Committee must be signed by at least two Management Committee members
- 35 Without prejudice to its general powers, the Management Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company subject to such consents as may be required by law

### Proceedings of the Management Committee

- 36 Members of the Management Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 37 At every meeting of the Management Committee the Chair – if there is one – shall preside. If the Chair is not present within ten minutes of the time appointed for the meeting the members present shall appoint one of their number to act as Chair, whose function it shall be to conduct the business of the meeting in an orderly manner
- 38 Questions arising at any meetings shall be decided by a majority of votes, each member of the Management Committee present having one vote. In the case of an equality of votes, the Chair of the meeting shall have a second vote
- 39 The Secretary on the requisition of any two Committee members shall summon a meeting of the Management Committee by giving reasonable notice to all Management Committee members. It shall not be necessary to give notice of a meeting of the Management Committee to any of its members for the time being absent from the United Kingdom
- 40 The quorum necessary for the transaction of the business of the Management Committee shall be three members present in person
- 41 The Management Committee may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Committee may act for the purposes of increasing the number of Management Committee members to that number, or of summoning a General Meeting of the Company, but for no other purpose
- 42 The Management Committee shall cause accurate records to be made, in books provided for that purpose, of
- a) the name, details, and date of appointment of all persons appointed to office,
  - b) the names of the Management Committee members, officers, members and other persons present at all General, Management Committee and Sub-Committee meetings of the Company,
  - c) minutes of all proceedings and resolutions at all General, Management Committee and Sub-Committee meetings of the Company
  - d) all applications of the Seal to any document
- 43 All such records and minutes shall be open to inspection during normal working hours by any member of the Management Committee
- 44 The Management Committee may delegate any of their powers to Sub-Committees consisting of such members of their body and others as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management

Committee which regulations shall always include provision for regular and prompt reports to the Management Committee

- 45 All acts done by any meeting of the Management Committee or by any person acting as a member of the Management Committee shall, even if it be afterwards discovered that there was some defect in the appointment of any Management Committee member or person acting as such or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Management Committee member
- 46 A resolution in writing, signed by all the Management Committee members who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Committee, and may consist of several similar documents signed by one or more Management Committee members
- 47 The Management Committee may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights

#### Secretary

- 48 The Management Committee shall appoint a Secretary of the Company for such term at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them
- 49 No remuneration may be paid to a Secretary who is also a member of the Management Committee
- 50 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Management Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities

#### The Seal

- 51 If the Company has a Seal, it shall only be used by the authority of the Management Committee and every instrument to which the Seal shall be applied shall be signed by a Management Committee member and shall be countersigned by the Secretary or by a second Management Committee member. Every such application of the Seal shall be minuted

#### Accounts

- 52 The Management Committee shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to
- a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place,
  - b) all sales and purchases of goods by the Company
  - c) the assets and liabilities of the Company

- 6) Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions
- 53 The accounts shall be kept at the Registered Office of the Company or subject to section 222 of the Act, at such other place or places as the Management Committee thinks fit, and shall be open to the inspection of all members during office hours
- 54 The Management Committee shall from time to time, in accordance with sections 226 and 241 of the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections
- 55 A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the auditor's report and Management Committee's report shall not less than twenty-one days before the date of the meeting subject nevertheless to the provisions of section 238(4) of the Act, be sent to every member of and every holder of debentures of the Company, provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures. The auditor's report shall be open to inspection and shall be read before the meeting

#### **Audit**

- 56 Subject to such statutory regulations or exemptions as may be in force and unless the Company is eligible for and has decided to apply the small company audit exemptions once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors
- 57 Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act

#### **Not for Profit Status**

- 58 Clause 7 of the Memorandum of Association relating to the not-for-profit nature of the Company shall have effect as if its provisions were repeated in these Articles

#### **Indemnity**

- 59 Subject to the provisions of the Act every trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by her/him in that capacity in defending any proceedings whether civil or criminal in which judgement is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default breach of duty or breach of trust in relation to the affairs of the Company

## Dissolution

- 60 Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles

*-SW/ICOM 1999 -*