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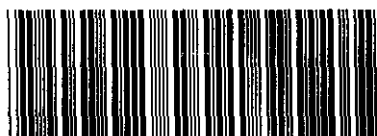
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4304674

The Registrar of Companies for England and Wales hereby certifies that
STOCKPORT SPORTS TRUST

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

Given at Companies House, Cardiff, the 15th October 2001



N04304674F



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

STOCKPORT SPORTS TRUST

I, **DAWN YATES SECRETARY OF LAWGRAM SECRETARIES LTD**
of **190 STRAND, LONDON WC2R 1JN**

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

† Please delete as appropriate.

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

Declarant's signature

Declared at

BATES + PARTNERS 44 Essex Street Strand London

Day Month Year

On

11 10 2001

● Please print name.

before me ●

YVONNE TARIQHO

Signed

[Signature]

Date

11/10/01

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

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

Lawrence Graham
190 Strand
WC2R 1JN

Tel 020 7379 0000

DX number DX 39

DX exchange London Chancery Lane

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

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

DX 235 Edinburgh



A27
COMPANIES HOUSE

ASC304U4

0668
13/10/01

Laserform International Ltd

Package: 'Laserform'
by Laserform International Ltd.

10

Please complete in typescript,
or in bold black capitals.

First directors and secretary and intended situation of registered office

CHFP025

Notes on completion appear on final page

Company Name in full

STOCKPORT SPORTS TRUST

Proposed Registered Office

(PO Box numbers only, are not acceptable)

190 STRAND

Post town

LONDON

County / Region

Postcode

WC2R 1JN

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

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

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

Lawrence Graham
190 Strand
WC2R 1JN

Tel 020 7379 0000

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or

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

for companies registered in Scotland

DX 235 Edinburgh



A27

ASC3R4U7

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COMPANIES HOUSE

13/10/01

Laserform International 12/99

Company Secretary (see notes 1-5)

Company name

STOCKPORT SPORTS TRUST

NAME

*Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

LAWGRAM SECRETARIES LIMITED

Previous forename(s)

Previous surname(s)

Address*Usual residential address*

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

Post town

LONDON

County / Region

Postcode

WC2R 1JN

Country

ENGLAND

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

**For and on behalf
Consent signature**

of LAWGRAM SECRETARIES LIMITED

Date

11/10/2001

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

MISS

*Honours etc

Forename(s)

JOANNA MARGARET

Surname

BVSSELL

Previous forename(s)

Previous surname(s)

Address*Usual residential address*

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

Post town

LONDON

County / Region

Postcode

SW 14 8PH

Country

Day Month Year

Date of birth

20 06 19 68

Nationality

ENGLISH

Business occupation

SOLICITOR

Other directorships

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

Consent signature

J M BVSSELL

Date

11/10/2001

Directors

(continued)

(see notes 1-5)

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address**Usual residential address**

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

Post town

County / Region

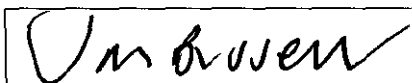
Postcode

Country

Day Month Year

Date of birth**Nationality****Business occupation****Other directorships**

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

Consent signature**Date****This section must be signed by***Either***an agent on behalf
of all subscribers****Signed****Date**

11/10/2001

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

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years**, when the person was a director, **was**:
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.



Companies House

for the record

Please complete in typescript,
or in bold black capitals.

CHFP000

30(5)(a)

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

Company Name in full

STOCKPORT SPORTS TRUST

I, DAWN YATES SECRETARY OF LAWGRAM SECRETARIES LTD

of 190 STRAND, LONDON WC2R 1JN

† Please delete as appropriate.

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

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

Declarant's signature

[Signature]

Declared at

YATES AND MORGAN 44 GOSSEX STREET
STRAND LONDON WC2R 1JN

Day Month Year

on

11 10 2001

• Please print name.

before me •

Yvonne J ARICHO

Signed

[Signature]

Date

11/10/01

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

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

LAWRENCE GRAHAM

190 STRAND, LONDON

WC2R 1JN

Tel 020 7379 0000

DX number 39

DX exchange LDE



A27
COMPANIES HOUSE

0667
13/10/01

Form revised June 1998

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

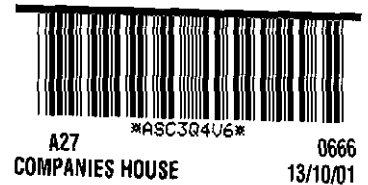
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF
STOCKPORT SPORTS TRUST



NAME

1. The name of the Company (hereinafter called the "Trust") is "Stockport Sports Trust".

REGISTERED OFFICE

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

OBJECTS

3. The Trust is established with the following objects ("the Objects"):-
 - 3.1 To provide or assist in the provision of facilities and services for recreation or other leisure time occupation primarily for the community and visitors to the Stockport Metropolitan Borough area in the interests of social welfare, such facilities being provided 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 and economic circumstances may have need of special facilities.
 - 3.2 While the persons for whom the facilities and services are primarily intended are the community and visitors to the Stockport Metropolitan Borough area, the provision of facilities and services provided by the Trust shall not be restricted to such and may be provided to other members of the public wheresoever situate whether within or without the United Kingdom who desire to and can conveniently make use of them.

POWERS

4. In furtherance of the above objects but not further or otherwise the Trust shall have the following powers:-
 - 4.1 to provide facilities for the provision of leisure services;

- 4.2 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;
- 4.3 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 Trust;
- 4.4 to employ professional and technical advisers and workers of every kind in connection with the objects of the Trust and to pay reasonable and proper fees for their services;
- 4.5 to make such charges as the Trust shall consider fit or to provide free of charge any of the services provided by the Trust.
- 4.6 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 Trust to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Trust may think fit;
- 4.7 to take any gift of property whether subject to any special trust or not for all or any of the Objects of the Trust;
- 4.8 to receive money on deposit upon such terms as the Trust may approve;
- 4.9 subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Trust in such manner and on such security as the Trust may think fit;
- 4.10 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 Trust for the furtherance of the Objects of the Trust;
- 4.11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.12 to invest the moneys of the Trust not immediately required for the furtherance of the 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;

- 4.13 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;
- 4.14 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 Trust may consider necessary or convenient for the promotion of the Objects and generally to manage, invest and expend all monies and assets belonging to the Trust;
- 4.15 to construct, maintain, demolish, manage and alter any buildings, erections or other properties which the Trust may think necessary for the promotion of the Objects;
- 4.16 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 Trust with a view to the furtherance of the Objects;
- 4.17 to invest the monies of the Trust 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;
- 4.18 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 Trust or calculated to further the Objects;
- 4.19 to appoint and employ persons on such reasonable and proper terms and at such remuneration and upon such conditions as may from time to time be determined;
- 4.20 to employ accountants, solicitors, bankers, brokers and other professional persons to transact any business required to be done in the execution of the Objects (including the receipt and payment of money);

- 4.21 to delegate upon such terms and at such reasonable remuneration as the Trustees may think fit to professional investment managers ("the Managers") the exercise of all or any of their powers of investment Provided always that:
- 4.21.1 the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services Act 1986;
 - 4.21.2 the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Trustees and within the powers of investment conferred by this deed;
 - 4.21.3 the Managers shall be under a duty to report fully and promptly to the Trustees any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Trustees within 14 days and to report on the performance of investments managed by them at least every three months;
 - 4.21.4 the Trustees shall be entitled at any time and without notice to review alter or determine the delegation or terms;
 - 4.21.5 the Trustees 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 Trustees to undertake such reviews within the period of 12 months shall not invalidate the delegation;
 - 4.21.6 the Trustees 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;
- 4.22 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;
- 4.23 subject to Clause 5 hereof to grant pensions to employees from the funds of the Trust and to pay or subscribe to funds or schemes, whether established by the Trust or not, for the provision of pension and retirement benefits to or for employees and former employees of the Trust, their widows, children and dependants;

- 4.24 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 Trust 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 Trust under or by virtue of Clause 6 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 Trust 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 Trust as may be lawfully transferred to any such charitable organisation, institution, society or body;
- 4.25 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe, donate or guarantee money for charitable purposes in any way connected with or calculated to further any of the Objects;
- 4.26 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 Trust of any of the Objects;
- 4.27 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;
- 4.28 to enter into association, link, liaise and exchange information with other organisations and bodies throughout the world in pursuance of the Trust's Objects;
- 4.29 to enter into any scheme promoted by governmental or other authorities or co-operate with or make arrangements with any grant giving body or entity in pursuance of the Trust's Objects;
- 4.30 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 and all or any of the above things;

- 4.31 to pay out of the funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- 4.32 to do all such other things as are incidental to or conducive to the attainment of the Objects and also the furtherance of the Objects by such other charitable means as the Trustees think fit.

DEFINITION

5. 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 Trust
- 5.1 Provided that:
- 5.1.1 in case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- 5.1.2 in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust 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 Trustees of the Trust 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 Trustees would have been if no incorporation had been effected, and the incorporation of the Trust 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 Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated.

APPLICATION OF INCOME

6. The income and property of the Trust shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Trust and no Trustee shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust.
- 6.1 Provided that nothing herein shall prevent any payment in good faith by the Trust:
 - 6.1.1 of reasonable and proper remuneration to any member officer or servant of the Trust (not being a Trustee) for any services rendered to the Trust;
 - 6.1.2 of interest on money lent by any member of the Trust or of the Trustees at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Board or 3 per cent whichever is the greater;
 - 6.1.3 of reasonable and proper rent for premises demised or let by any member of the Trust or of the Trustees;
 - 6.1.4 of fees, remuneration or other benefit in money or moneys worth to a company of which a Trustee may also be a member holding not more than 1/100th part of the capital of that company; and
 - 6.1.5 to any Trustee of reasonable and proper out-of-pocket expenses;
- 6.2 And any Trustee who is a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional fees or other charges for work done by him or his firm when instructed by his fellow Trustees so to act in that capacity on behalf of the Trust.

LIMITED LIABILITY

7. The liability of the members is limited.

GUARANTEE

8. Every member of the Trust undertakes to contribute to the assets of the Trust if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Trust's debts and liabilities contracted before he 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, such amounts as may be required not exceeding £1.

APPLICATION OF ASSETS

9. If upon the winding-up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Trust under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable object.

ALTERATIONS/WINDING UP

10. No alteration of the Memorandum and/or Articles of Association of the Trust shall be made and no voluntary winding up of the Trust and any subsidiary companies shall be effected whilst the Trust is solvent without prior consultation by the Trustees with those organisations that provide funding, assistance or otherwise have a special interest in the Company PROVIDED THAT no alteration to clause 3 (objects), clause 9 (dissolution) and this clause 10 (alterations and winding-up) of the Memorandum of Association may be made without the prior written approval of the Charity Commission and also PROVIDED FURTHER THAT no alteration may be made which would cause the Company to cease to be a charity in law.

WE, the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum.

Name and Address of Subscriber

Joanna Bussell

23 Queens Road

Mortlake

London SW14 8PH

Joanna Bussell

Dated: 11th October 2001

Name and Address of Witness to above Signature

D. H. YATES
190 STRAND
LONDON
WC2R 1JN

[Signature]

Occupation COMPANY SECRETARIAL ASSISTANT

Dated: 11th October 2001

ARTICLES OF ASSOCIATION

of

STOCKPORT SPORTS TRUST



LAWRENCE GRAHAM

190 STRAND, LONDON WC2R 1JN
TEL: 020 7379 0000 FAX: 020 7379 6854

**THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
STOCKPORT SPORTS TRUST**

INTERPRETATION

1. In 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 Trust;

"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 Stockport Metropolitan Borough Council or its successor body;

"executed" includes any mode of execution;

"the Memorandum" means the Memorandum of Association of the Trust;

"office" means the registered office of the Trust;

"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;

"proxy" means a member appointed to represent another member at a meeting or number of meetings, the instrument authorising the appointment to be in the form prescribed in these Articles;

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

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

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

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

"the Trustees means the directors of the Trust (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 and in the Memorandum.

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 Article 75 shall be members of the Trust. No person shall be admitted a member of the Trust unless his application for membership is approved by the Trustees, who will act reasonably in exercising their discretion;
3. No person shall be admitted as a member of the Company if such membership would cause the Company to be a regulated company for the purposes of the Local Authority (Companies) Order 1995. Subject to that, Membership is open to any individual or organisation interested in promoting the Objects who applies to the Trust in the form set out in Article 77.1 and who is approved by the Trustees in accordance with Article 2. There is no limit to the number of members. The Trust shall maintain a register of members.

GENERAL MEETINGS

4. The Trust 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 Trust and that of the next: PROVIDED THAT so long as the Trust holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the

Trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

REGISTRATION OF GENERAL MEETINGS

5. 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 Trustees-appointed by the Council 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 Trust may call a general meeting. Where a meeting has been requisitioned by the members pursuant to this clause it shall be the members and not the directors that decide the agenda for the meeting.

NOTICE OF GENERAL MEETINGS

6. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - 6.1 in the case of an annual general meeting, by all the members entitled to attend and vote; and
 - 6.2 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. 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.
7. The notice shall be given to all the members, to the Trustees and auditors and such other persons and bodies whom the Trustees wish to invite.
8. 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 69) that notice was sent.

PROCEEDINGS AT GENERAL MEETINGS

9. No business shall be transacted at any meeting unless a quorum is present. The quorum provisions will be as follows:-
 - 9.1 at least six members must be present;
 - 9.2 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;

CHAIRMAN

10. 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 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 the Chairman and, if there is only one Trustee present and willing to act, he shall be the Chairman.
11. If no Trustee is willing to act as chairman, 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 chairman.
12. A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
13. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned, reasonable notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.

RESOLUTIONS

14. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, the declaration of the result of, a show of hands a poll is duly demanded. Subject to the provisions of the Act. a poll may be demanded:
 - 14.1 by the chairman; or
 - 14.2 by at least two members having the right to vote at the meeting; or
 - 14.3 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.
15. 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 (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.
16. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and if the Chairman 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. In the case of an equality of votes on a proposed resolution, whether on a show of hands or on a poll, the Chairman shall not be entitled to a second or casting vote and the resolution will not be passed. The proposed resolution should, if appropriate, be revised and can be reconsidered at a subsequent meeting.
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 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.
18. Reasonable notice will be given of a poll not taken immediately.

19. 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 is a member or duly authorised representative of a member organisation or the duly appointed proxy of a member (as the case may be).
20. 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

21. In accordance with Section 368 of the Act, ten percent or more of the members may require that an extraordinary general meeting of the Trust be convened.
22. Every member shall have one vote. No member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Trust have been paid. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
23. A vote given or poll demanded by 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 Trust 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 is a member of the Trust 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 Trust, 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 Trust.

APPOINTMENT OF PROXIES

25. 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 Trust.

26. 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.
27. 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.
28. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

"I [] a member of Stockport Sports Trust 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 Trust 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 []

29. 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

30. The number of Trustees shall be fixed at eleven. All Trustees shall be required to become a member of the Trust and sign a declaration of willingness to act as a Trustee of the Trust before being eligible to vote at any meeting of the Trustees.
31. 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.
32. The Board shall consist of:
- 32.1 2 individuals nominated by the Council ("Council Nominated Trustees");
- 32.2 such other persons nominated by the members of the Company or the Trustees in accordance with these Articles ("Ordinary Trustees").

APPOINTMENT AND RETIREMENT OF TRUSTEES

33. In every notice for an annual general meeting, the Board shall set out its requirements for the skills, qualities and experience which it needs from its members. The notice shall state the extent to which those requirements are met by those Trustees continuing in office and those retiring and intending to re-offer themselves for election.
34. In exercising their powers to nominate, appoint, reappoint, elect, re-elect, approve and dismiss Trustees, both the members and Trustees shall seek to ensure that the Board of Trustees is representative of the local community and users of the services and facilities offered by the Trust and also comprises persons with a broad range of skills and who are likely to contribute to the Company's success.
35. The Council Nominated Trustees shall be nominated by the Council to serve for such period of office as shall be confirmed by the Council. A written notice delivered by the Chief Executive of the Council to the Secretary of the Company shall be conclusive as to who has been nominated to the Company's Board and for what period of time. The Council may remove and replace the Council Nominated Trustees during any period provided written notice is given to the Secretary. No local authority associated person shall be permitted to be a Trustee other than those individuals nominated by the Council pursuant to this Article.

36. At the first annual general meeting after the Trust has commenced its activities all of the Trustees shall retire but will be eligible for reappointment without requirement for nomination. At each annual general meeting held thereafter one third (or the number nearest one third) of the Ordinary Trustees must retire, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
37. If the Trust, at the meeting at which an elected Trustee retires in the above manner, does not fill the vacancy, the retiring elected Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is expressly resolved not to fill the vacancy or unless a resolution for the reappointment of the elected Trustee is put to the meeting and lost.
38. No person other than a Trustee retiring at the meeting shall be eligible for election to the Board at any general meeting unless:
- 38.1 he is recommended by the Board; or
- 38.2 not less than 14 clear days nor more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Trust of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed.
39. No person may be appointed as a Trustee:
- 39.1 unless he has attained the age of 18 years; or
- 39.2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 34.
40. Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be re-appointed.

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 Trust shall be managed by the Trustees who may exercise all the powers of the Trust. 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:
 - 42.1 to expend the funds of the Trust in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Trust 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;
 - 42.2 to enter into contracts on behalf of the Trust. This power shall continue to exist from time to time until otherwise unanimously resolved upon by the Trustees present at the time of a formal meeting of the Trustees;
 - 42.3 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 Trust to borrow money shall not be exercised without the prior approval of the Trust in General Meetings.
43. In the event that an employee of the Trust is appointed as a Trustee, then he/she may receive and retain any reasonable remuneration paid to them in respect of their employment, notwithstanding that they are Trustees PROVIDED THAT they do not vote and withdraw from any meeting of the Board whilst their appointment, remuneration or other terms of employment of any other employee or employees which might affect them is being discussed and provided further that at no such time such Trustees make up the majority of the Board.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

44. A Trustee shall cease to hold office if he:
 - 44.1 ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
 - 44.2 is disqualified under the Charities Acts from acting as a Charity Trustee; or
 - 44.3 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 44.4 is, or may be, suffering from mental disorder and either:-

- 44.4.1 is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
- 44.4.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect of his property or affairs; or
- 44.5 resigns his office by notice in writing to the Trust; or
- 44.6 is directly or indirectly interested in any contract with the Trust and fails to declare the nature of his interest in manner required by Section 317 of the Act; or
- 44.7 shall have been absent without permission of the Board from four consecutive meetings of the Board and the Board resolve that his office be vacated; or
- 44.8 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in light of any such views; or
- 44.9 if during his period of service he becomes a Local Authority Person associated with a local authority other than the Council and is not a Trustee appointed by the Council pursuant to Article 35; or
- 44.10 reaches the maximum period of service permitted under these Articles.

TRUSTEES' EXPENSES

- 45. 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 other than as permitted in Article 42.3 others be paid no remuneration. The reasonableness of any claims for expenses will be determined by the Auditor of the Trust.

TRUSTEES' INTERESTS

- 46. Except to the extent permitted by clause 5 of the Memorandum and Article 42.3 of the Articles, no Trustee shall take or hold any interest in property belonging to the Trust or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Trust is a party.

47. Whenever a Trustee has any kind of interest in a matter to be discussed by the Trustees, or any committee of the Trustees, which may conflict with the interests of the Trust, the Trustee concerned must withdraw from the meeting for that item but shall nevertheless be taken into account in calculating the quorum of the meeting. For the purposes of this Article, a conflicting interest or duty is an interest or duty that arises as a result of a Trustee being a member, director, officer or employee of another organisation, including a local authority.

PROCEEDINGS OF TRUSTEES

48. 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 Trust to 31st December of the year of incorporation, the minimum number of meetings may be reduced proportionally).
49. 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 Chairman shall not have a second or casting vote and the resolution will not be passed. The proposed resolution should, if appropriate, be revised and can be reconsidered at a subsequent meeting.
50. The quorum for the transaction of the business of the Trustees shall be fixed at six Trustees entitled to vote.
51. If at any time the Council Nominated Trustees number 20 per cent or more of the total number of Trustees, the aggregate voting power exercisable by the Council Nominated Trustees shall be reduced so as to be less than 20 per cent of the total number of votes exercisable by the full Board.
52. 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.
53. The Trustees shall elect a Chairman who shall hold office until the first annual general meeting and thereafter the Chairman shall be elected at the annual general meeting and shall hold office for one year from the date of appointment unless by a

vote of two thirds majority of the Trustees present and entitled to vote he is removed from office before that time. If and so long as the position of Chairman is vacant, Trustees may appoint one of their number to be Chairman. The Chairman shall be entitled to preside at all meetings of the Board of Trustees at which he shall be present and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Board of Trustees present shall choose one of their number to be Chairman of the meeting.

54. 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.
55. The Trustees shall consider the establishment of a committee for each of the sports centres and the terms of reference and constitution for them.
56. 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.
57. 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.
58. Any bank account in which any part of the assets of the Trust is deposited shall be operated by the Trustees from time to time, until otherwise 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 Trust. All cheques and orders for the payment of money from such account shall from time to time be signed by at least two Trustees, until otherwise unanimously resolved upon by the Trustees present at the time of a formal meeting of the Trustees.

SECRETARY

59. Subject to the provisions of the Act, the secretary (who may be a qualifying employee) 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

60. The Trustees shall keep minutes in books kept for the purpose:
- 60.1 of all appointments of officers made by the Trustees; and
- 60.2 of all proceedings at meetings of the Trust and of the Trustees and of committees of Trustees including the names of the Trustees present at each such meeting.
61. As soon as practicable following each meeting of Trustees, the secretary will send to each Trustee draft minutes.
62. Following receipt of any comments from the Trustees on such draft minutes, 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 Trust being required to produce audited accounts.
63. 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 Trust's minute books.

THE SEAL

64. 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 acting in place of the secretary.

ACCOUNTS

65. Accounts of the Trust and any subsidiary shall be prepared and audited in accordance with the provisions of Part VII of the Act. Each Trustee shall be supplied with a copy of such Accounts as soon as practicable following their signing

by the Trust's auditors and shall, on request, be supplied with a copy of audited accounts relating to any previous financial period.

ANNUAL REPORT

66. 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

67. 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

68. 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 unless the meeting can be reasonably and properly regarded as an emergency meeting in which case the notice period must be reasonable having regard to the practice of the Trustees and the circumstances causing such a meeting to be called. 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.
69. The Trust 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 registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Trust 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 Trust.
70. A member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

71. 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.
72. Any notice shall both state that it is such and include the full name of the Trust, in each case in prominent lettering on its first page.

INDEMNITY

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

RULES

74. 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 Trust 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:
- 74.1 (subject to Article 75) the admission and classification of members of the Trust (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 (the "Membership Policy");
- 74.2 the conduct of members of the Trust in relation to one another, and to the Trust's servants;
- 74.3 the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
- 74.4 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;

- 74.5 generally, all such matters as are commonly the subject matter of company rules.
75. The Trust in general meeting shall by simple majority 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 Trust all such rules or bye laws, which shall be binding on all members of the Trust. 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 POLICY

76. In seeking members of the Company, the directors shall have particular regard to the following provisions:
- 76.1 No person shall be admitted as a member of the Trust 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 Trust. In exercising their discretion, the Trustees shall have regard (amongst other things) to the Membership Policy and their duty under Article 76.2.
- 76.2 In exercising their discretion the Trustees shall endeavour to ensure that the membership of the Trust is representative of the local community and users of the services and facilities offered by the Trust.
- 76.3 The Trustees shall use their reasonable endeavours to ensure that at least 10% of all members specifically represent the interests of disabled users of the Trust's facilities.
- 76.4 The Company's Membership Policy shall be published by the Company and be available to any interested parties (free of charge).

MEMBERSHIP APPLICATIONS

77. The procedure for becoming a members is detailed below:
- 77.1 Every person, before becoming a member, must sign and deliver to the Trust an application for membership in this form:
- "I [] of [] wish to become a member of the Trust 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 Trust and will strive to act, as a member, in its best interests.

.....
Signature"

CESSATION OF MEMBERSHIP

78. 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:-
- 78.1 if, being an individual, he shall die or become a patient within the meaning of the Mental Health Act 1983;
- 78.2 if he serves on the Trust notice in writing of his intention to resign his membership, in which case he will cease to be a member from the date of service of such notice;
- 78.3 if any member shall in a consecutive period of at least two calendar years not have attended in person any General Meeting of the Trust and not have caused to be deposited a proxy for any such Meeting or if during such consecutive period the registered 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 Trust) then the Trustees may at any time within the third calendar year cause to be posted to such member at his registered 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 Trust 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;
- 78.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Trust (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice);

78.5 membership of the Trust is not transferable.

Name and Address of Subscriber

Joanna Bussell
23 Queens Road
Mortlake
London SW14 8PH

Umbroven

Dated: 11th October 2001

Name and Address of Witness to above Signature

D. H. YATES
190 STRAND
LONDON
WC2R 1JN

[Signature]

Occupation COMPANY SECRETARIAL ASSISTANT

Dated: 11th October 2001