

COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
WALES COMMUNITY FIRE SAFETY TRUST

1. NAME

The name of the Company is Wales Community Fire Safety Trust ("**the Charity**")

2. REGISTERED OFFICE

The registered office of the Charity is to be in Wales

3. OBJECTS

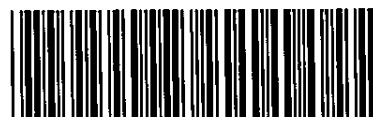
The objects of the Charity are for the benefit of the people of Wales

- (i) to advance the education of the public in relation to all aspects of fire safety and fire prevention; and
- (ii) to reduce or assist in the reduction in the number of fire related deaths and injuries ("**the Objects**")

4. POWERS

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

- 4.1 To promote or carry out research
- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with and enter into agreements with other bodies including other charities and any government or authority (supreme, municipal, local or



otherwise) or department of the same

- 4.5 To support, administer or set up other charities
- 4.6 To arrange alone or in conjunction with others conferences, meetings, discussions or training events
- 4.7 To raise funds (but not by means of taxable trading)
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.9 To acquire or hire property of any kind
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.11 To make grants or loans of money and to give guarantees
- 4.12 To set aside funds for special purposes or as reserves against future expenditure
- 4.13 To deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a **financial expert** and having regard to the suitability of investments and the needs for diversification)
- 4.14 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.14.1 the investment policy is recorded **in writing** for the financial expert by the **Trustees**
 - 4.14.2 every transaction is reported promptly to the Trustees
 - 4.14.3 the performance of the investments is reviewed regularly with the Trustees
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a **year**
 - 4.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 4.14.7 the financial expert must not do anything outside the powers of the Trustees
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required

- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.19 To enter into contracts to provide services to or on behalf of other bodies
- 4.20 To establish subsidiary companies to assist or act as agents for the Charity
- 4.21 To pay the costs of forming the Charity
- 4.22 To carry out the Objects through the medium of English and Welsh to reflect the bilingual nature of Wales
- 4.23 To do anything else within the law which promotes or helps to promote the Objects

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity but
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except
 - 5.2.1 as mentioned in clauses 4.17, 5.1.2, 5.1.3 or 5.3
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)

- 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 5.3.1 the goods or services are actually required by the Charity
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
 - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 5.4.1 declare an interest at or before discussions begin on the matter
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5.4.3 not to be counted in the quorum for that part of the meeting
 - 5.4.4 withdraw during the vote and have no vote on the matter
 - 5.4.5 This clause may not be amended without the prior written consent of the **Commission**

6 LIMITED LIABILITY

The liability of members is limited

7 GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8 DISSOLUTION

- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:-
 - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
 - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

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

9 INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

For and on behalf of
The National Assembly for Wales

Witness to the signature above:

For and on behalf of
South Wales Fire Authority

Witness to the signature above:

For and on behalf of
Mid and West Wales Fire Authority

Witness to the signature above:

For and on behalf of
North Wales Fire Authority

Witness to the signature above:

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

ARTICLES OF ASSOCIATION¹
OF
WALES COMMUNITY FIRE SAFETY TRUST

1. MEMBERSHIP

- 1.1 The subscribers to the Memorandum of Association of the Charity and such other persons or organisations as are admitted to membership in accordance with these Articles shall be members of the Charity. No person or organisation shall be admitted to membership unless approved by the Trustees. Every person or organisation (other than the subscribers to the Memorandum) wishing to become a member shall deliver to the Charity an application for membership in such form as the Trustees require duly executed and shall thereby agree to be bound by the Memorandum of Association of the Charity and these Articles and being so admitted the name of the member shall be entered in the register of members of the Charity
- 1.2 The Trustees shall have an absolute discretion in determining whether to accept or reject any application for membership, but shall seek as far as practicable to ensure a balanced membership comprising
- 1.2.1 Up to 1 member representing South Wales Fire Authority
 - 1.2.2 Up to 1 member representing Mid and West Wales Fire Authority
 - 1.2.3 Up to 1 member representing North Wales Fire Authority
 - 1.2.4 Up to 2 members representing industry, commerce, finance, the professions and the organisation and representation of workers
 - 1.2.5 Up to 3 members representing educational bodies in Wales, local government in Wales and other safety or voluntary service bodies in Wales
 - 1.2.6 Up to 2 members being individuals, having a wide experience and capacity relevant to the objects of the Charity
- The Trustees shall not be bound to assign any reason for their decision, but nothing in these Articles shall entitle the Trustees to discriminate in any way between applicants for membership by reason of race, colour, age, sex or creed. Any of the bodies named in sub-articles 1.2.1 to 1.2.4 above may itself be

¹ As amended by a written resolution of the Charity passed on

2003

admitted as a member in place of a person representing such body

1.3 **Membership** is terminated if the member concerned

- 1.3.1 gives written notice of resignation to the Charity (provided that after such resignation the number of members remaining is not less than four)
- 1.3.2 dies or, in the case of a corporate body, association or other organisation is wound up, goes into liquidation or otherwise ceases to exist;
- 1.3.3 ceases to be a representative of the category on the basis of which he/she became a member or has last been a member, or
- 1.3.4 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 Charity (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),

1.4 Membership of the Charity is not transferable

1.5 The number of members shall not exceed 11

1.6 The Charity must maintain a register of members

2. GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed
- 2.2 There is a quorum at a general meeting if the number of members or proxies for members or authorised representatives personally present is at least four (or 50% of the members if greater)
- 2.3 The **Chair** or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2.4 Except where otherwise provided by the **Act**, every issue is decided by a majority of the votes cast
- 2.5 Except for the chair of the meeting, who has a second or casting vote, every member present in person or by proxy or being a member organisation through an authorised representative has one vote on each issue
 - 2.5.1 Votes may be given either personally or by proxy or by means of an authorised representative

- 2.5.2 A member may appoint more than one proxy to attend on the same occasion
- 2.5.3 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor in any form which the Trustees approve which may if desired afford the member the opportunity of instructing the proxy how he/she shall act
- 2.5.4 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid
- 2.5.5 A vote given by proxy or by the duly authorised representative of an organisation shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given
- 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2.7 A general meeting of the members may be held either in person or by suitable electronic means (including, without limitation, video and telephone conference calls) agreed by the members in which all participants may communicate with all the other participants
- 2.8 The Charity must hold an **AGM** in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2.9 At an AGM the members:
 - 2.9.1 receive the accounts of the Charity for the previous financial year
 - 2.9.2 receive the Trustees' report on the Charity's activities since the previous AGM
 - 2.9.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
 - 2.9.4 elect persons to be Trustees to fill the vacancies arising

- 2.9.5 appoint auditors for the Charity
- 2.9.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
- 2.9.7 discuss and determine any issues of policy or deal with any other business put before them

2.10 Any general meeting which is not an AGM is an EGM

3. THE TRUSTEES

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds
- 3.2 The Trustees when complete consist of at least 4 and not more than 16 individuals, of whom :-
 - 3.2.1 up to 2 persons shall be appointed by South Wales Fire Authority as long as it shall remain a member of whom one shall be the Chief Fire Officer of South Wales Fire Service
 - 3.2.2 up to 2 persons shall be appointed by Mid and West Wales Fire Authority as long as it shall remain a member of whom one shall be the Chief Fire Officer of Mid and West Wales Fire Service
 - 3.2.3 up to 2 persons shall be appointed by North Wales Fire Authority as long as it shall remain a member of whom one shall be the Chief Fire Officer of North Wales Fire Service
 - 3.2.4 up to 10 person(s) shall be elected by the Members or co-opted by the Trustees
- 3.3 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees held after the registration of the Charity as a charity by the Commission
- 3.4 One third (or the number nearest one third) of the Trustees (other than a Trustee holding office ex officio in his/her capacity as Chief Fire Officer of South Wales Fire Service, Mid and West Wales Fire Service or North Wales Fire Service) must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots, but may be re-appointed or re-elected subject to clause 3.5 below
- 3.5 Any person appointed or elected a Trustee (otherwise than ex officio in his/her capacity as Chief Fire Officer of South Wales Fire Service, Mid and West Wales Fire Service or North Wales Fire Service) may hold office for a period of three years and shall be eligible for re-appointment or re-election for a further two terms of three years. In total a person may hold the office of Trustee for a maximum of nine years (whether consecutive or not) and thereafter shall not be

eligible for re-election or re-appointment except in exceptional circumstances. However, any person appointed or elected a Trustee ex officio in his/her capacity as Chief Fire Officer of South Wales Fire Service, Mid and West Wales Fire Service or North Wales Fire Service shall remain a Trustee so long as he/she holds such post

- 3.6 A Trustee's term of office automatically terminates if he or she:
- 3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
 - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 3.6.3 is absent from each consecutive meeting of the Trustees for a period of 12 months
 - 3.6.4 resigns by written notice to the Trustees (but only if at least four Trustees will remain in office)
 - 3.6.5 is removed by resolution passed by at least 50% 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 the light of any such views
 - 3.6.6 is required to be removed or replaced by notice in writing from the body which appointed him/her pursuant to clause 3.2 above; or
 - 3.6.7 ceases to hold the office or position which gave rise to his/her ex-officio appointment
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 3.9 No Trustee shall be entitled to appoint an alternate director (trustee).

4. PROCEEDINGS OF TRUSTEES

- 4.1 The Trustees must hold at least 2 meetings each year
- 4.2 A quorum at a meeting of the Trustees is 4 Trustees (or 50% of the Trustees if greater)
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means (including, without limitation, video and telephone conference calls) agreed by the Trustees in which all participants may communicate with all the other participants

- 4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number but
 - 5.2.1 no person shall be appointed as Chair of the Trustees for more than nine years in total (whether consecutive or not)
 - 5.2.2 (subject to the final sentence of article 3.5 above) having served a total of nine years (whether consecutive or not) such person shall be precluded from
 - 5.2.2.1 being re-appointed to the position of Chair
 - 5.2.2.2 becoming a Trustee of the Charity
- 5.3 to appoint honorary patrons of the Charity
- 5.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 5.5 to make Standing Orders consistent with the **Memorandum**, these **Articles** and the Act to govern proceedings at general meetings
- 5.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees

- 5.7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5.8 to establish procedures to assist the resolution of disputes within the Charity
- 5.9 to exercise any powers of the Charity which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 6.1.1 annual reports
 - 6.1.2 annual returns
 - 6.1.3 annual accounts
- 6.2 The Trustees must keep proper records of
 - 6.2.1 all proceedings at general meetings
 - 6.2.2 all proceedings at meetings of the Trustees
 - 6.2.3 all reports of committees and
 - 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months .

7. NOTICES

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in Wales or any newsletter distributed by the Charity
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 7.3.2 two clear days after being sent by first class post to that address
 - 7.3.3 three clear days after being sent by second class or overseas post to that address
 - 7.3.4 on the date of publication of a newspaper containing the notice
 - 7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
 - 7.3.6 as soon as the member acknowledges actual receipt
- 7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9. INDEMNITY

Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity 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 Charity.

10. INTERPRETATION

In the Memorandum and in these Articles:

- 10.1 'The Act' means the Companies Act 1985
'AGM' means an annual general meeting of the Charity
'these Articles' means these articles of association
'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary
'Chair' means the chair of the Trustees
'the Charity' means the company governed by these Articles
'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993
'clear day' means 24 hours from midnight following the relevant event
'the Commission' means the Charity Commissioners for England and Wales
'EGM' means an extraordinary general meeting of the Charity
'financial expert' means an individual, company or firm who is an authorised

person or an exempted person within the meaning of the Financial Services and Markets Act 2000

‘material benefit’ means a benefit which may not be financial but has a monetary value

‘member’ and ‘membership’ refer to membership of the Charity

‘Memorandum’ means the Charity’s Memorandum of Association

‘month’ means calendar month

‘the Objects’ means the Objects of the Charity as defined in clause 3 of the Memorandum

‘Secretary’ means the Secretary of the Charity

‘taxable trading’ means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

‘Trustee’ means a director of the Charity and ‘Trustees’ means all of the directors

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message

‘year’ means a calendar year

10.2 Expressions defined in the Act have the same meaning

10.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

NAMES OF SUBSCRIBERS

SIGNATURES

For and on behalf of The National Assembly for
Wales

Witness to the signature above :-

For and on behalf of
South Wales Fire Authority

Witness to the signature above:

For and on behalf of
Mid & West Wales Fire Authority

Witness to the signature above:

For and on behalf of
North Wales Fire Authority

Witness to the signature above: