

FILE COPY



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

Company No. 4681702

The Registrar of Companies for England and Wales hereby certifies that
YMDDIRIEDOLAETH ATGYFNERTHU TREFTADAETH SIR GAR

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 28th February 2003



N04681702F



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B

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by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

YMDDIRIEDOLAETH ATGYFNERTHU
TREFTADAETH SIR GÂR

I, ROBERT PARKER

of 36 MAYALS AVENUE, SWANSEA, SA3 5DB

† Please delete as appropriate.

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.

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

COLEG - 4 - PRINDOD, CAERFARDDIN, SIR GWELFARDDIN

Day Month Year

On

2 5 0 2 2 0 0 3

● Please print name.

before me ●

ANGHARAD REES

Signed

M. A. Rees

Date

25/02/2003

† 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.

Morgan Cole

Bradley Court, Park Place, Cardiff, , , CF10 3DP

Tel 02920 385385

DX number DX: 33014 ca DX exchange



A24
COMPANIES HOUSE

0545
27/02/03

Laserform International 12/99

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

Package: 'Laserform'
by Laserform International Ltd.

10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

Company Name in full

YMDIRIEDOLAETH ATGYNERTHU
TREPTADAETH SIR GAR

Proposed Registered Office

(PO Box numbers only, are not acceptable)

MORGAN COLE, LLYS TAWC,

HEOL - 4 - BREWIN

Post town

SWANSEA

County / Region

SWANSEA

Postcode

SA1 8PG

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

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Morgan Cole

Bradley Court, Park Place, Cardiff, , , CF10 3DP

Tel 02920 385385

DX number DX: 33014 ca DX exchange

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for companies registered in Scotland

DX 235 Edinburgh



A24 *A25TWITH* 0548
COMPANIES HOUSE 27/02/03

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title

MR

*Honours etc

* Voluntary details

Forename(s)

ROBERT

Surname

PARKER

Previous forename(s)

Previous surname(s)

Address ††

36 MAYARS AVENUE

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

☐

Post town

SWANSEA

County / Region

SWANSEA

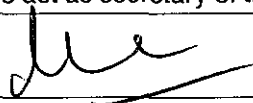
Postcode

SA3 5DB

Country

WALES

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

Consent

Date

25/02/2003

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

ROBERT

Surname

PARKER

Previous forename(s)

Previous surname(s)

Address ††

36 MAYARS AVENUE

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

☐

Post town

SWANSEA

County / Region

SWANSEA

Postcode

SA3 5DB

Country

WALES

Day Month Year

Date of birth

26 06 1951

Nationality


WELSH

Business occupation

LOCAL GOV OFFICER

Other directorships

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

Consent signature

Date

25/02/2003

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††☐

Post town

County / Region

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**~~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

YMDIRIEDOLAETH ATGYNERTHU
TREFTADAETH SIR GAR

I, ROBERT PARKER

of 36 MANALS AVENUE, SWANSEA, SA3 5DB

† 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 COLEG - YDRINDOD, CARMARTHEN, SIR GAERPUDDIN

Day Month Year

on 25 02 2003

• Please print name.

before me *[Signature]* ANGHARAD ILES

Signed

[Signature]

Date 25/02/2003

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.

MORGAN COLE, BRADLEY COURT, CARDIFF
CF10 3DP
Tel 029 20385385
DX number 33014 DX exchange CARDIFF



A24
COMPANIES HOUSE

0546
27/02/03

Form revised June 1998

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

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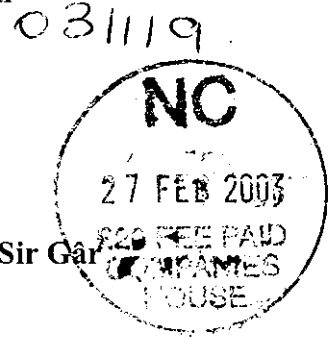
4681702



The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having a Share Capital

**Memorandum of Association of
Ymddiriedolaeth Atgyfnerthu Treftadaeth Sir Gâr**

Company Number:



1. The Company's name is **Ymddiriedolaeth Atgyfnerthu Treftadaeth Sir Gâr** (and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in Wales.
3. The Charity's objects ("the Objects") are for the benefit of the people of Carmarthenshire and the public at large: -
 - 3.1 to preserve, restore and regenerate, the historical, architectural, constructional and environmental heritage that may exist in and around Carmarthenshire in buildings (including any building as defined in Section 336 of the Town & Country Planning Act 1990), sites or areas of particular beauty or historical, architectural, constructional or environmental interest'
 - 3.2 to preserve, promote and educate the public in respect of the cultural, literary, artistic and musical heritage of Carmarthenshire and the surrounding area
 - 3.3 To promote such charities or charitable purposes as the Charity may by unanimous resolution of its members from time to time decide.
4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
 - (a) to collaborate and enter into such arrangements such public bodies, persons, societies and organisations as the Trustees of the Charity shall consider appropriate;
 - (b) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
 - (c) to raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Charity and to invite and accept gifts and contributions of all sorts and whether inter vivos or by will and whether or not subject to conditions and to carry out any condition imposed on any gift which may

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be accepted; provided that in so raising funds the Charity shall conform to any relevant statutory regulations;

- (d) subject to Clause 5 below to employ on a full-time or part-time basis such staff, who shall not be directors of the Charity (such directors being hereinafter referred to as "the Trustees"), as are necessary for the proper pursuit of the Objects on a voluntary basis or on such terms as to pay and other conditions of employment as may be thought fit and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents
- (e) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (f) To make such arrangements as are necessary to enable the public to view and enjoy any buildings or land (whether free or at charge)
- (g) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- (h) to make loans out of the Charity's capital and/or income, to take security for such loans and (subject to the Trustees unanimously so resolving) to guarantee and become or give security for the performance of contracts for any person or company as the Charity thinks fit;
- (i) to buy or otherwise acquire buildings or land or any estate or interest therein whether in the United Kingdom or (subject to the Trustees unanimously so resolving) elsewhere;
- (j) to sell, let on lease or tenancy, exchange, mortgage, charge or otherwise dispose of buildings or land or any interest therein vested in the Charity whether in the United Kingdom or (subject to the Trustees unanimously so resolving) elsewhere, subject to such covenants, conditions and restrictions as are reasonably necessary to ensure compliance with the Objects and as are required by law;
- (k) to repair, renovate, restore, rebuild, alter, improve and generally maintain any buildings or land (subject to such consents as may be required by law);
- (l) to enter into and carry out contracts,
- (m) to borrow money for the carrying out of the Objects of the Charity on such terms and on such security (if any) as may be thought fit;

- (n) to invest the monies of the Charity, not immediately required for its Objects, in or upon such investments, securities or property as may be thought fit as if it were beneficially entitled to it, 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 mentioned;
- (o) to make planning applications, applications for consent under by-laws or building regulations and other like applications;
- (p) to co-operate with any local or public authority or other body concerned to achieve the Objects of the Charity;
- (p) to buy or otherwise acquire furniture and other equipment for use in connection with buildings or land in which the Charity has an interest and to sell, lease or otherwise dispose of any such furniture or equipment; and
- (r) To delegate in writing any of its functions to any person or persons provided that it shall:
 - (i) not be able to delegate any decision concerning the application or the distribution of the income or the capital of the property of the Charity pursuant to the Objects; and
 - (ii) ensure that the acts and proceedings of any such delegate shall be fully and promptly reported to the Charity
- (s) Without prejudice to the generality of clause (r) above
- (1) The Trustees may appoint as the investment manager for the Charity a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
 - (i) an individual of repute with at least fifteen years' experience of investment management and who is an authorised person within the meaning of the Financial Services Act 1986 or
 - (ii) a company or firm of repute and which is an authorised or exempted person within the meaning of that Act otherwise than by virtue of section 45(1) (j) of that Act;
- (2) The Trustees may delegate to an investment manager so appointed power at his discretion to buy and sell investments for the Charity on behalf of the Trustees in accordance with the investment policy laid down in writing by the Trustees. The terms of the delegation shall be such that the Trustees are entitled to cancel the delegation arrangement at any time The Trustees may do so only on terms consistent with this clause.

- (3) Where the Trustees make any delegation under this clause they shall:
- (i) inform the investment manager in writing of the extent of the Charity's investment powers;
 - (ii) lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it;
 - (iii) ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
 - (iv) ensure that they are kept informed and review on a regular basis the performance of their investment portfolio managed by the investment manager and on the exercise by him of his delegated authority;
 - (v) take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority; and
 - (vi) review the appointment at such intervals not exceeding 12 months as they think fit.
- (4) Where the Trustees make any delegation under this clause they shall do so on the terms that:
- (i) the investment manager shall comply with the terms of his delegated authority;
 - (ii) the investment manager shall not do anything which the Trustees do not have the power to do;
 - (iii) the Trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms of this clause, and
 - (iv) the Trustees shall give directions to the investment manager as to the manner in which he is to report to them all sales and purchases of investments made on their behalf.
- (5) The Trustees may:

- (i) make such arrangements as they think fit for any investments of the Charity or income from those investments to be held by a corporate body as nominee; and
 - (ii) pay reasonable and proper remuneration to any corporate body acting as the nominee in pursuance of this clause.
- (t) To issue appeals, hold public meetings, lectures, exhibitions and entertainments and take all such other steps as may be necessary for the purpose of promoting and publicising the Objects or procuring contributions to its funds in the form of donations, subscriptions, covenants and otherwise.
- (u) To promote or undertake research and experimental work and to formulate, prepare and establish schemes for such work.
- (v) To procure to be written and to print, publish, issue and circulate gratuitously or otherwise any reports, periodicals, books, pamphlets, leaflets and other documents.
- (w) To enter into any contract of insurance in respect of any matter in which the Charity has an insurable interest and in particular, but without derogating from the generality of the foregoing, in connection with any real or personal property in which the Charity has any interest.
- (x) Subject to an unanimous resolution of the Members to federate, amalgamate or combine wholly or in part with or become a part or member or affiliate or associate of or act as or appoint trustees, agents, nominees or delegates to control, manage and superintend any institution, trust, association or body incorporated or unincorporated the objects of which are exclusively charitable.
- (y) Subject to an unanimous resolution of the Members to act as trustees and to undertake and execute or to create any charitable trust.
- (z) To support or subscribe to or assist financially or otherwise any charitable fund, body or institution and if deemed desirable for such purpose to enter into any covenant to pay any sums of money periodically to any charitable fund, body or institution.
- (aa) Subject to an unanimous resolution of the Members to purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Charity may amalgamate, co-operate or federate.
- (bb) to make such payments as are set out at clause 5 below
- (cc) To establish subsidiary companies to assist or act as agents for the Charity

- (dd) to do all such other lawful things as are necessary for the achievement of the Objects.

5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: provided that nothing in this document shall prevent any payment in good faith by the Charity (but subject always to the proviso below in respect of any matter in which any Trustee has an interest)

- (i) to any Trustee (or any firm or company of which a Trustee is a member or employee) of remuneration under a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - (a) the goods or services are actually required by the Charity
 - (b) 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
 - (c) no more than one half of the Trustees are subject to such a contract in any financial year
- (ii) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
- (iii) of interest on money lent to the Charity by any member of the Charity or Trustee at a reasonable commercial rate of interest
- (iv) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (v) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- (vi) to any Trustee of reasonable out of pocket expenses for any services rendered to the Charity
- (vii) of any premium in respect of any indemnity insurance 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 or any alleged negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the

Charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not.

- (viii) an indemnity in respect of any liabilities properly incurred by a Trustee or Member in running the Charity (including the costs of a successful defence to criminal proceedings)
- (ix) in exceptional cases, other payments or benefits to Trustees (but only with the written approval of the Commission in advance)

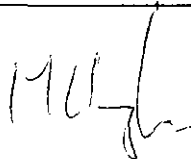
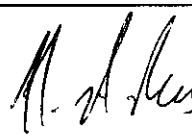
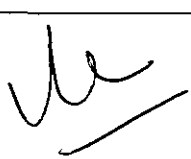
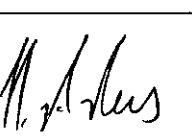
PROVISO:- Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the member concerned must:

- (a) declare an interest at or before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not to be counted in the quorum for that part of the meeting.
- (d) withdraw during the vote and have no vote on the matter

6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities (contracted before he or she ceases to be a member), and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If after the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property belonging to or vested in the Charity it shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association

Signatures, Names and Addresses of Subscribers

Name	Address	Signature	Witness Signature	Witness Address and Occupation
Dr Medwin Hughes	Prifathro Coleg Y Drindod Caerfyrddin SA31 3EP			Morgan Cole, Park Place, Cardiff Solicitor
Robert Parker	36 Mayals Avenue Black Pill Swansea SA3 5DB			Morgan Cole, Park Place, Cardiff Solicitor

Dated: 25/2/2003

Witness to the above Signatures:



Name: ANGHARAD REES

Address: MORGAN COLE, PARK PLACE, CARDIFF

Occupation: SOLICITOR

The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having a Share Capital
Articles of Association of

YMDDIRIEDOLAETH ATGYFNERTHU TREFTADAETH SIR GÂR

Company Number:

INTERPRETATION

1.

In these articles:

"the Charity" means the company intended to be regulated by these articles;

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

"the articles" means these Articles of Association of the Charity;

"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;

"executed" includes any mode of execution;

"the memorandum" means the memorandum of association of the Charity;

"office" means the registered office of the Charity;

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

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

"member" means a member of the Charity;

"the Trustees" means the directors of the Charity (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 and vice versa.

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

MEMBERS

2. The following persons shall be members of the Charity:-
 - 2.1 the Subscribers to the Memorandum of Association namely :-
Robert Parker as the first nominee of Carmarthenshire County Council; and
Dr Medwin Hughes as the first nominee of Trinity College Carmarthen.
 - 2.2 one person nominated from time to time by each of:-
 - 2.2.1 Carmarthenshire County Council; and
 - 2.2.2 Trinity College Carmarthen; and
 - 2.3 such other person or persons as the Trustees may admit to Membership.
3. It is a condition of any member's membership that such member shall have consented in writing to being a member.
4. Membership of the Charity is not transferable.
5. A register of members shall be kept at all times.
6. Members shall remain members unless and until:-
 - 6.1 they retire by giving three months' written notice to the Trustees;
 - 6.2 a notice is given by the organisation nominating them in accordance with Article 2.2 that they are being replaced, accompanied by a written consent of the new member replacing the old one;
 - 6.3 they die; or
 - 6.4 in respect of any member who (i) is a member following a nomination by Carmarthenshire County Council or Trinity College Carmarthen in accordance with Article 2.2 and (ii) has ceased to be a member or officer of such body as the case may be, when such member is given notice by the body that appointed him or her requiring him or her to retire as member of the Charity.

GENERAL MEETINGS

7. The Charity shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next: provided that so long as the Charity holds its first annual general meeting within 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.
8. The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, 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 Charity may call a general meeting.
9. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings shall be valid and effective as if it had been passed at a general meeting of the Charity duly convened and held and may consist of several instruments in similar form each executed by or on behalf of one or more members.

NOTICE OF GENERAL MEETINGS

10. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as a Trustee shall be called by at least 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:
 - 10.1 in the case of an annual general meeting, by all the members entitled to attend and vote; and
 - 10.2 in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 95 percent of the total voting rights at the meeting of all the members.
11. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
12. The notice shall be given to all the members and to the Trustees and auditors.

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

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, which must include a nominee from each of the different organisation entitled under these articles to nominate members, shall constitute a quorum.
15. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
16. The Chair, if any, of the Trustees or in his or her absence some other Trustee nominated by the Trustees shall preside as Chair of the meeting, but if neither the Chair nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chair and, if there is only one Trustee present and willing to act, he or she shall be Chair.
17. If no Trustee is willing to act as Chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chair.
18. A Trustee shall, notwithstanding that he or she is not a member of the Charity, be entitled to attend and speak at any general meeting.
19. The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
20. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 20.1 by the Chair; or

- 20.2 by at least two members having the right to vote at the meeting; or
- 20.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
21. Unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
22. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
23. A poll shall be taken as the Chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
24. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.
25. A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
26. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

VOTES OF MEMBERS

27. Subject to Article 23, every member shall have one vote.
28. No member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Charity have been paid.

29. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
30. 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 Charity at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
31. Any organisation which is a member of the Charity 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 Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual member of the Charity.

THE TRUSTEES

32. The number of Trustees shall be no more than eleven unless otherwise determined by ordinary resolution.
33. The first Trustees shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under the articles. Future Trustees shall be appointed as provided subsequently in the articles.

POWERS OF THE TRUSTEES

34. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by the articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
35. 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:-

- 35.1 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Charity;
- 35.2 to enter into contracts on behalf of the Charity;
- 35.3 to make loans as and when the Trustees see fit out of the capital and/or income arising out of the capital of the Charity ("the Loans") provided that interest is charged on the Loans at a full commercial rate
- 35.4 subject to such consent as may be required by law, to sell, mortgage, let, sublet or exchange any property belonging to the Charity
- 35.5 to make Standing Orders Rules and Regulations consistent with the Memorandum and these Articles to govern proceedings at General Meetings, Trustees Meetings and Committee meetings, the Administration of the Charity and the use of the Charity's Seal.

APPOINTMENT AND RETIREMENT OF TRUSTEES

- 36. Subject to article 44 the first Trustees ("the First Directors") shall each hold office for the following periods:

Dr Medwin Hughes - nominee of Trinity College Carmarthen	3 years
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Bob Parker - nominee of Carmarthenshire County Council	2 years
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- 37. When any First Director has concluded his or her term of office, he or she shall be replaced by a person appointed by the Members of the Charity in General Meeting.
- 38. Each subsequent appointment shall be made for a term of 1 year.
- 39. A retiring Trustee (including any First Director) who is competent to act may be re-appointed at the end of his or her term of office.
- 40. Every future Trustee must sign a declaration of willingness to act as such before he or she is eligible to vote at any meeting of the Trustees.
- 41. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees.

42. No person may be appointed as a Trustee:
- 42.1 unless he or she has attained the age of 18 years; and
- 42.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 44.
43. Where there is a casual vacancy on the Trustees, the remaining Trustees may appoint a person to fill that vacancy until the next General Meeting of the Charity.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

44. A Trustee shall cease to hold office if -
- 44.1 he or she ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- 44.2 he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 44.3 he or she resigns his or her office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- 44.4 he or she is absent without the permission of the Trustees from four consecutive meetings of the Trustees, and the Trustees resolve that his or her office be vacated;
- 44.5 an ordinary resolution of which special notice has been given in accordance with section 379 of the Act has been passed by the members removing him or her from his or her position as Trustee forthwith and such removal is binding notwithstanding anything in these Articles or in any agreement between the Charity and the Trustee;
- 44.6 in respect of any Trustee who (i) was nominated by Carmarthenshire County Council or Trinity College Carmarthen to be a member and Trustee of the Charity and (ii) has since ceased to be a member or officer of such organisation which nominated him or her as a member of the Charity as the case may be, when such Trustee is given notice by the body of which he or she has ceased to be a member requiring him or her to retire; or
- 44.7 is directly or indirectly interested in any contract with the Charity and fails to declare the nature of that interest in the manner required by section 317 of the Act.

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 the Trustees or committees of the Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

THE TRUSTEES' APPOINTMENTS

46. Subject to the provisions of the Act and to Clause 5 of the memorandum, the Trustees may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he or she ceases to be a Trustee or if revoked by the Trustees.
47. Except to the extent permitted by clause 5 of the memorandum, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

PROCEEDINGS OF THE TRUSTEES

48. Subject to the provisions of the articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
49. The quorum for the transaction of the business of the Trustees shall be two being the Chair and at least one member nominated by each of the organisations named in Article 2. A Trustee may by written notice to the Chair of the Trustees (and in the case of the Chair of the Trustees to the secretary of the Charity) appoint another person who is a Trustee to attend at a meeting of the Trustees and vote on his or her behalf.
50. 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 calling a general meeting.
51. The Chair shall chair all meetings of the Trustees
52. The Trustees may appoint one or more sub-committees consisting of such persons as the Trustees may determine, but at least one of whom must be a Trustee for the purpose of making any enquiry or supervising or performing any function or duty

which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.

53. All acts done by a meeting of Trustees, or of a committee of the 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 had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
54. A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of the Trustees or of a committee of the Trustees, shall be as valid and effective as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of the 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.
55. Any bank account in which any part of the assets of the charity has been deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees.

SECRETARY

56. Subject to the provisions of the Act, the secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions they may think fit; and any secretary so appointed may be removed by them.

MINUTES

57. The Trustees shall keep minutes in books kept for the purpose:
 - 57.1 of all appointments of officers made by the Trustees; and
 - 57.2 of all resolutions and proceedings at meetings of the Charity and of the Trustees and of committees of the Trustees including the names of the Trustees present at each such meeting, such minutes to be signed by the Chair.

THE SEAL

58. The seal shall only be used by the authority of the Trustees or of a committee of the 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 the Chair and by one Trustee.

ACCOUNTS

59. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

ANNUAL REPORT

60. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

ANNUAL RETURN

61. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

NOTICES

62. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a meeting calling a notice of the Trustees need not be in writing.
63. The Charity may give any notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his or her 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 Charity an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
64. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
65. Proof that an envelope containing a notice was properly addressed, pre-paid 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.

INDEMNITY

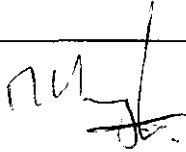

66. Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceeding, whether civil

or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

RULES

67. The Trustees may from time to time make such rules or by-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity.
68. The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity: provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Signatures, Names and Addresses of Subscribers

Name	Address	Signature	Witness Signature	Witness Address and Occupation
Dr Medwin Hughes	Prifathro Coleg y Drindod Caerfyrddin SA31 3EP		M. A. Lewis	Morgan Cole, Park Place, Cardiff Solicitor
Robert Parker	Mayals Avenue Black Pill Swansea SA3 5DB		M. A. Lewis	Morgan Cole, Park Place, Cardiff Solicitor

Dated: 25/2/2003

Witness to the above Signatures:

M. A. Lewis

Name: ANGHARAD REES

Address: MORGAN COLE, PARK PLACE, CARDIFF

Occupation: SOLICITOR