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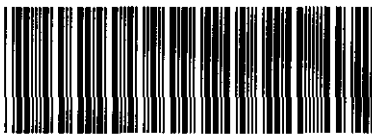
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5147976

The Registrar of Companies for England and Wales hereby certifies that  
SOUTH SEFTON DEVELOPMENT 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 8th June 2004



\*N05147976Q\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B

Please complete in typescript,  
or in bold black capitals.

CHFP004

## Declaration on application for registration

Company Name in full

South Sefton Development Trust

I,

Sarah Louise Howard

of

Anthony Collins Solicitors

do solemnly and sincerely declare that I am a <sup>†</sup>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

S Howard

Declared at

NEEDHAM &amp; JAMES SOLICITORS

Day Month Year

On

03 06 2004

\*\* Please print name.

before me \*\*

SARAH PUGH

Signed

SPJ

Date

3/6/04

<sup>†</sup> 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.

Anthony Collins Solicitors, St Philip's Gate,  
5 Waterloo Street, Birmingham, B2 5PG  
ref SDSA(SSH)52043 Tel 0121 212 7420  
DX number 13055 DX exchange Birmingham 1



A36 \*AFFA2U02\* 0364  
COMPANIES HOUSE 04/06/04

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**  
Peapod Solutions Ltd.

PEAPOD SOLUTIONS LTD.

30(5)(a)

Please complete in typescript,  
or in bold black capitals.

CHFP004

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

**Company Name in full**

South Sefton Development Trust

I, Sarah Louise Howard

of Anthony Collins Solicitors

† 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**

*S. Howard*

Declared at

NEEDHAM & JAMES SOLICITORS

Day Month Year

on 03 06 2004

# Please print name.

before me #

SARAH PUGH.

**Signed**

*SP*

**Date**

3/6/04

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

Anthony Collins Solicitors

Ref. SDSA (SSSH), St Philip's Gate, 5 Waterloo  
Street, Birmingham Tel 0121 212 7420

DX number 13055

DX exchange Birmingham 1

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.



A36  
COMPANIES HOUSE

\*AFFA3U08\*

0363  
04/06/04

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**

Peapod Solutions Ltd.

Please complete in typescript,  
or in bold black capitals.

CHFP004

Notes on completion appear on final page

**First directors and secretary and intended situation of  
registered office****Company Name in full**

SOUTH SEFTON DEVELOPMENT TRUST

**Proposed Registered Office**

45 MERTON ROAD

(PO Box numbers only, are not acceptable)

Post town

BOOTLE

County / Region

MERSEYSIDE

Postcode L20 7AP

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

ANTHONY COLLINS SOLICITORS REF: SDSA

Address

ST PHILIP'S GATE, 5 WATERLOO STREET

Post town

BIRMINGHAM

County / Region

WEST MIDLANDS

Postcode B2 5PG

Number of continuation sheets attached

2

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.

ANTHONY COLLINS SOLICITORS

REF: SDSA (SSUH) 52043 23002

ST PHILIP'S GATE, 5 WATERLOO ST.

BIRMINGHAM, B2 5PG

DX number DX 13055

DX exchange BIRMINGHAM 1

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

Peapod Solutions Ltd.

A36  
COMPANIES HOUSE0365  
04/06/04

Form April 2002

**Company Secretary** (see notes 1-5)

Company name

SOUTH SEFTON DEVELOPMENT TRUST

NAME

\*Style / Title

MR

\*Honours etc

\* Voluntary details

Forename(s)

RODERICK WILLIAM

Surname

YEOMAN

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 the provisions of 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 ††

4 CORONATION DRIVE

CROSBY

Post town

LIVERPOOL

County / Region

Postcode

L23 3BN

Country

UK

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

Consent signature

Date

19-5-04

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

MR

\*Honours etc

\* Voluntary details

Forename(s)

NIGEL EDMUND

Surname

BELLAMY

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 the provisions of 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 ††

10 LESLEY ROAD

SOUTHPORT

Post town

County / Region

Postcode

PR8 6AZ

Country

UK

Date of birth

Day Month Year

0 5 0 5 1 9 5 2

Nationality

BRITISH

Business occupation

VOLUNTARY SECTOR MANAGER

Other directorships

INDEPENDENCE INITIATIVE LTD, PARENTING 2000,

BRIGHTER LIVING PARTNERSHIP

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

Consent signature

Date

19/5/04

**Directors** (continued) (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	<input type="text" value="MR"/>		<b>*Honours etc</b>	<input type="text"/>
<b>Forename(s)</b>		<input type="text" value="IAN GEORGE"/>			
<b>Surname</b>		<input type="text" value="MONCUR"/>			
<b>Previous forename(s)</b>		<input type="text"/>			
<b>Previous surname(s)</b>		<input type="text"/>			
<b>Address †</b>		<input type="text" value="13 MANOR DRIVE"/>			
<input type="checkbox"/>		<input type="text" value="NETHERTON"/>			
<b>Post town</b>		<input type="text"/>			
<b>County / Region</b>		<input type="text" value="MERSEYSIDE"/>	<b>Postcode</b>	<input type="text" value="L30 8RG"/>	
<b>Country</b>		<input type="text" value="UK"/>			
<b>Date of birth</b>		<input type="text" value="2"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="4"/>	<input type="text" value="1"/> <input type="text" value="9"/> <input type="text" value="6"/> <input type="text" value="1"/>	<b>Nationality</b>	<input type="text" value="BRITISH"/>
<b>Business occupation</b>		<input type="text" value="MANAGER"/>			
<b>Other directorships</b>		<input type="text" value="NONE"/>			
		<input type="text"/>			
		I consent to act as director of the company named on page 1			
<b>Consent signature</b>		<input type="text" value="I. E. Moncur"/>		<b>Date</b>	<input type="text" value="19/5/04"/>

<b>This section must be signed by</b>					
<b>Either</b>					
<b>an agent on behalf of all subscribers</b>		<b>Signed</b>	<input type="text" value="S. Howard"/>	<b>Date</b>	<input type="text" value="03/06/2004"/>
<b>Or the subscribers</b>		<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
<b>(i.e. those who signed as members on the memorandum of association).</b>		<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
		<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
		<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
		<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
		<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>

## 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.

Company name

SOUTH SEFTON DEVELOPMENT TRUST

NAME

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of 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

County / Region

Postcode

Country

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

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

MR

\*Honours etc

Forename(s)

DAVID WILLIAM

Surname

CROPPER

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of 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

County / Region

Postcode

Country

234 FORD LANE

LITHERLAND

MERSEYSIDE

L21 0HP

UK

Day Month Year

Date of birth

1 5 0 7 1 9 6 5

Nationality

BRITISH

Business occupation

HOUSEHUSBAND

Other directorships

NONE

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

Consent signature

Date

DW Cropper

19/5/04



**Company Secretary** (see notes 1-5)

Company name

**NAME**

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address** †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of 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

County / Region

Postcode

Country

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

**Consent signature****Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME**

\*Style / Title

PROFESSOR

\*Honours etc

\* Voluntary details

Forename(s)

FREDERICK

Surname

MAHONEY

Previous forename(s)

Previous surname(s)

**Address** †

19 THE PADDOCK

RUFFORD

Post town

County / Region

LANCASHIRE

Postcode

L40 1UL

Country

UK

Day Month Year

**Date of birth**

3 | 0 | 0 | 3 | 1 | 9 | 5 | 1

**Nationality**

BRITISH

**Business occupation**

UNIVERSITY PROFESSOR

**Other directorships**

Sefton Education Business Partnership, Greater Merseyside Education

Business Links Organisation, Seaforth Corn Mills

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

**Consent signature****Date**

19/05/04

Company name

SOUTH SEFTON DEVELOPMENT TRUST

NAME

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of 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

County / Region

Postcode

Country

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

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

MR

\*Honours etc

Forename(s)

COLIN

Surname

APPLETON

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of 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

County / Region

Postcode

Country

17 PIERCEFIELD ROAD

FRESHFIELD

FORMBY

L37 7DG

UK

Day Month Year

Date of birth

3 | 1 | 0 | 3 | 1 | 9 | 4 | 2

Nationality

BRITISH

Business occupation

COMPANY DIRECTOR

Other directorships

BRUCE AND HYSLOP (BRUCAST) LTD

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

Consent signature

Date

19.05.04

**Company Secretary** (see notes 1-5)

Company name

**NAME**

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address** †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under the provisions of 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

County / Region

Postcode

Country

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

**Consent signature****Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME**

\*Style / Title

MRS

\*Honours etc

\* Voluntary details

Forename(s)

MARION

Surname

CANNON

Previous forename(s)

Previous surname(s)

**Address** †

52 SALISBURY HOUSE

ST JAMES DRIVE

Post town

BOOTLE

County / Region

MERSEYSIDE

Postcode

L20 4EQ

Country

UK

Day Month Year

1 | 3

0 | 5

1 | 9 | 3 | 6

**Nationality**

BRITISH

**Date of birth****Business occupation**

RETIRED

**Other directorships**

NONE

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

**Consent signature****Date**

19.5.04

Registered No



008901

5147976

059769120

*South Sefton Development Trust  
Memorandum and Articles of Association*

## **MEMORANDUM OF ASSOCIATION OF SOUTH SEFTON DEVELOPMENT TRUST**

### **1 NAME**



The name of the Company is South Sefton Development Trust.

### **2 REGISTERED OFFICE**

The Registered Office of the Company will be situated in England and Wales.

### **3 OBJECTS**

3.1 The Company's Objects are the promotion for the public benefit of urban or rural regeneration in areas of social and economic deprivation (and in particular the Area of Benefit) by all of or any of the following means:

- 3.1.1 the relief of poverty in such ways as may be thought fit;
- 3.1.2 the relief of unemployment in such ways as may be thought fit, including assistance to find employment;
- 3.1.3 the advancement of education, training and retraining particularly among unemployed people, and providing unemployed people with work experience;
- 3.1.4 the provision of financial assistance, technical assistance, or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:

- .1 in setting up their own business, or

- .2 to existing businesses;
- 3.1.5 the creation of training and employment opportunities by the provision of workspace, buildings and/or land for use on favourable terms;
- 3.1.6 the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing;
- 3.1.7 the maintenance, improvement or provision of public amenities;
- 3.1.8 the preservation of buildings or sites of historic or architectural importance;
- 3.1.9 the provision of assistance in the provision of recreational facilities for the public at large and/or those who, by reasons of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- 3.1.10 the protection or conservation of the environment;
- 3.1.11 the provision of public health facilities and childcare;
- 3.1.12 the promotion of public safety and prevention of crime; and
- 3.1.13 such other means as may from time to time be determined subject to the prior consent of the Charity Commissioners for England and Wales;

3.2 the promotion of any other charitable purpose.

3.3 **Equal Opportunities**

In the furtherance of the Objects the Company shall at all times actively promote and take into consideration the principles of equality of opportunity.

**4 POWERS**

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum in order to further the Objects (but not otherwise) and in particular it has powers:

**Staff and Volunteers**

4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;

4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

**Property**

4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);

4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

4.5 to sell, lease, licence, exchange, dispose of or otherwise deal with property subject to the restrictions in the Charities Act 1993;

- 4.6 to provide accommodation for any other organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents);

**Borrowing**

- 4.7 to borrow and give security for loans;

**Grants and Loans**

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees subject to the restrictions in the Charities Act 1993;

**Fund Raising**

- 4.9 to raise funds, to invite and receive contributions;

**Trading**

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

**Publicity**

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;

- 4.12 to promote or carry out research and publish the results of it;

**Contracts**

- 4.13 to co-operate with and enter into contracts with any person;

**Bank or building society accounts**

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

**Investments**

- 4.15 to invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Board decides;

- 4.16 to delegate to an investment manager power at his discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Board but only on the basis:-

- 4.16.1 that the investment manager is a person who the Board is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:-

- .1 an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
- .2 a company or firm of repute which is an authorised or exempted person within the meaning of the Financial Services Act 1986 otherwise than by virtue of Section 45(1)(j);

- 4.16.2 that the Board:-



- .1 informs the investment manager in writing of the extent of the Company's investment powers;
- .2 lays down a detailed investment policy for the Company and immediately informs the investment manager in writing of it and of any changes to it;
- .3 ensures that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
- .4 ensures that it is kept informed of, and reviews on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of his delegated authority;
- .5 takes all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- .6 reviews the appointment at such intervals not exceeding 24 months as it thinks fit; and
- .7 pays such reasonable and proper remuneration to the investment manager including commission, fees and/or expenses earned by the investment manager but only to the extent that they are disclosed to the Board and agrees such proper terms as to notice and other matters as the Board decides and as are consistent with the terms of this clause;

4.16.3 that the agreement with the investment manager:-

- .1 requires the investment manager to comply with the terms of his delegated authority;

- .2 requires the investment manager not to do anything which the Company does not have the power to do;
  - .3 allows the Board with reasonable notice to revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this Clause; and
  - .4 allows the Board to give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf;
- 4.17 to make such arrangements as the Board think fit for any investments of the Company or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Company's nominee and to pay reasonable and proper remuneration to that corporate body;

#### **Insurance**

- 4.18 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);
- 4.19 to insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
- 4.20 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;
- 4.21 to take out indemnity insurance to cover the liability of the Directors and

officers of the Company who are not Directors for negligence, default, breach of duty or breach of trust in relation to the Company but this insurance may not extend to:

4.21.1 any claim arising from any act or omission which a Director or officer knew was a breach of duty or breach of trust or which was committed by a Director or officer in reckless disregard of whether it was a breach of duty or breach of trust or not; or

4.21.2 the costs of an unsuccessful defence to a criminal prosecution brought against a Director or officer in his capacity as a Director or officer of the Company;

#### **Other Organisations**

4.22 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include any one or more of the Objects or to carry on any other relevant charitable purposes;

4.23 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;

4.24 to affiliate, register, subscribe to or join any organisation;

4.25 to act as agent or trustee for any organisation;

#### **Reserves**

4.26 to accumulate income in order to set aside funds for special purposes or as

reserves against future expenditure;

**Formation expenses**

4.27 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

**General**

4.28 to do anything else within the law which promotes or helps to promote the Objects.

**5 APPLICATION OF FUNDS**

**5.1 General**

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Clause 5):

5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and

5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

**5.2 Benefits to Company Members**

Clause 5.3 applies to Company Members in the same way as to Directors.

**5.3 Benefits to Directors**

The Company may make the following payments or grant the following

benefits to Directors:-

**Out of pocket expenses**

- 5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;
- 5.3.2 the payment of reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company or in work which is directly funded (in whole or in part) by the Company and which are actually incurred by them in carrying out their work as volunteers;

**Indemnity**

- 5.3.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- 5.3.4 the benefit of indemnity insurance under Clause 4.21;

**Fees to companies in which Directors have negligible interests**

- 5.3.5 a payment to a company in which a Director has no more than a 1% shareholding;

**Interest and Rent**

- 5.3.6 payment of reasonable and proper interest on money lent by any Director to the Company;

- 5.3.7 a reasonable rent or hiring fee for property let or hired by any Director to the Company;

**Professional Fees**

- 5.3.8 the usual professional charges for business done by any Director who is a solicitor, accountant or other professional or by his firm when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his appointment or remuneration or that of his partner is under discussion;

**Directors as Beneficiaries**

- 5.3.9 benefits provided in furtherance of the Objects to Directors who are Beneficiaries where those benefits are no different from benefits which are provided to other Beneficiaries;

### **Other Benefits**

5.3.10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.

### **5.4 Amendments**

This clause may not be amended without the prior written consent of the Charity Commission.

## **6 LIMIT OF LIABILITY**

The liability of the Company Members is limited.

## **7 GUARANTEE**

Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member.

## **8 WINDING UP**

8.1 If the Company is wound up any property remaining after all its debts and liabilities have been satisfied must be applied to another charitable organisation which has objects similar to the Objects.

8.2 The charitable organisation to which the Company's property is transferred under Clause 8.1 is:-

8.2.1 to be nominated by the Company Members at or before the time of

dissolution;

8.2.2 in default of any nomination under clause 8.2.1 to be selected by the Charity Commission.

8.3 Subject to Clauses 8.1 and 8.2 any property remaining must be used for other charitable purposes similar to the Objects.

## **9 INTERPRETATION**

9.1 Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.



Registered No

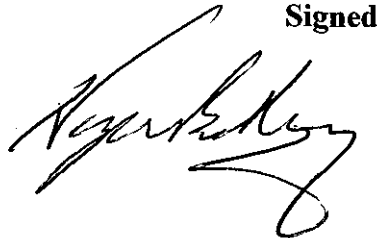
*South Sefton Development Trust  
Memorandum and Articles of Association*

**We, the subscribers to the Memorandum of Association, wish to be formed into a company, in pursuance of the Memorandum.**

**Names and Addresses of**

**Subscribers**

Nigel Bellamy, 10 Lesley Road  
Southport, PR8 6AZ

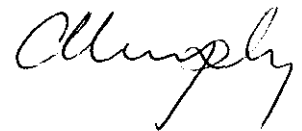
**Signed**  


**Witnessed**



Ian Moncur, 13 Manor Drive,  
Netherton, Merseyside L30 8RG



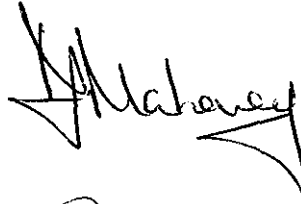


David Cropper, 234 Ford Lane,  
Litherland, Merseyside L21 0HP





Frederick Mahoney, 19 The Paddock  
Rufford, Lancashire L40 1UL





Colin Appleton, 17 Piercefield Road  
Freshfield, Formby L37 7DG





Marion Cannon, 52 Salisbury House  
St James ~~Park~~, Bootle, L20 4EQ  
DRIVE







**Dated** 19 May 2004

**Witness to the above signatures**

CATE MURPHY  
5 NORTH SUDLEY ROAD, LIVERPOOL L17 0BE

# **ARTICLES OF ASSOCIATION**

## **SOUTH SEFTON DEVELOPMENT TRUST**

### **PART A. INTRODUCTION**

#### **1 INTERPRETATION**

##### **1.1 In these Articles:**

"the Act"	means the Companies Act 1985
"AGM"	means an annual general meeting of the Company
"Area of Benefit"	means the area of South Sefton shown more particularly edged with a thick black line on the Plan with the primary areas of benefit being the areas of deprivation known as the neighbourhood action group areas
"the Articles"	means these Articles of Association of the Company
"Beneficiary"	means a person to whom the Company may grant benefits in the furtherance of the Objects
"Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution

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"Board Meeting"	means a meeting of the Board
"Business Company Member"	means a Company Member who is a Business Director
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday
"Business Director"	means a person appointed as a Business Director under Article 17
"Business Forum"	means an organisation recognised or designated as such by the Board for the purposes of appointing or nominating persons to be Directors pursuant to Article 17
"Category"	means the category of membership or directorship into which an individual falls, namely whether he is an Initial Company Member or Director, a Business Director, a Strategic Partner Director, a Community Director, or a Council Director
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 28 or where the Chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Charity Commission"	means the body established to regulate charities

	in England and Wales, including such other body as may take on these functions
"Clear Days"	in relation to a period of 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
"Committee"	means a Committee of the Board exercising powers delegated to it by the Board
"Community Company Member"	means a Company Member who is a Community Director
"Community Director"	means a person who is appointed as a Community Director under Article 18
"Community Forum"	means an organisation recognised or designated as such by the Board for the purposes of appointing or nominating persons to be Directors pursuant to Article 18
"Companies House"	means the office of the Registrar of Companies
"the Company"	means the company intended to be regulated by the Articles
"Company Member"	means a member for the time being of the Company
"Council"	means Sefton Metropolitan Borough Council whose principal office is at Southport Town

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Hall, Lord Street, Southport, PR8 1DA

"Council Company Member"	means a Company Member who is a Council Director
"Council Director"	means a person appointed as a Council Director under Article 19
"Councillor"	means a member of the Council
"Director"	means any director of the Company
"EGM"	means an extraordinary general meeting of the Company
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Initial Company Member"	means a Company Member who is an Initial Director
"Initial Director"	means a person appointed as an Initial Director under Article 15
"Memorandum"	means the Memorandum of Association of the Company
"the Objects"	means the objects of the Company set out in Clause 3 of the Memorandum
"Observers"	means those persons (other than Directors)

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	present under Article 30 at a Board Meeting
"Partnership Member"	means a person who is a member of South Sefton Partnership
"Plan"	means the plan annexed to the Memorandum
"Registered Office"	means the registered office of the Company
"Resident"	means a person who occupies a residential property in the Area of Benefit as his only or principal home
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Senior Officer"	means any officer of the Company designated as such by the Board
"South Sefton Partnership"	means the body established to manage the South Sefton SRB Programme
"South Sefton SRB Programme"	means the proposals for the regeneration of the Area of Benefit using the single regeneration budget funding which is part of the national single regeneration budget programme
"Strategic Partner Company Member"	means a Company Member who is a Strategic Partner Director
"Strategic Partner"	means a person who is appointed as a Strategic

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Director"	Partner Director under Article 16
"United Kingdom"	means Great Britain and Northern Ireland
"Vice Chair"	means a person elected as a Vice Chair of the Company under Article 28
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
- 1.2.2 references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;
- 1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to Clauses are to clauses of the Memorandum and to Articles are to those within the Articles;
- 1.2.6 the index and headings are not to affect their interpretation; and
- 1.2.7 terms defined in the Memorandum have the same meaning in the

Registered No

*South Sefton Development Trust  
Memorandum and Articles of Association*

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Articles and vice versa.

- 1.3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 applies to the Company.



## **PART B. COMPANY MEMBERSHIP**

### **2 MEMBERS**

- 2.1 The number of Company Members must always be the same as the number of Directors.
- 2.2 The first Company Members are the subscribers to the Memorandum.
- 2.3 Subject to Article 2.1 and 2.5 each of the Directors is to be a Company Member such that:-
  - 2.3.1 every Initial Director is to be an Initial Company Member; and
  - 2.3.2 every other Director is to be a Company Member.
- 2.4 Company membership is personal and not transferable.
- 2.5 A person may not be admitted as a Company Member:-
  - 2.5.1 unless he is a Director;
  - 2.5.2 unless he has signed a written application to become a Company Member in such form as the Board requires; and
  - 2.5.3 if he would immediately cease to be a Company Member under the Articles.
- 2.6 The status of a Company Member as an Initial Company Member or a Company Member must be stated in the Company's Register of Members.
- 2.7 For the avoidance of doubt the Initial Company Members together shall not

constitute a separate class of Company Members.

### **3      TERMINATION OF COMPANY MEMBERSHIP**

3.1      A person will cease to be a Company Member:-

3.1.1    on giving written notice of resignation to the Secretary; or

3.1.2    if he ceases to be a Director under these Articles.

## **PART C. GENERAL MEETINGS**

### **4 ANNUAL GENERAL MEETINGS**

4.1 The Company must hold an AGM each year unless it passes an elective resolution to dispense with this requirement.

4.2 There must be no more than 15 months between one AGM and the next.

4.3 The AGM is to be held at such time and place as the Board decides.

4.4 The business of the AGM is:-

4.4.1 to receive notification of the appointment of Directors;

4.4.2 to receive the annual Directors' report;

4.4.3 to consider the accounts and the auditors' report;

4.4.4 to appoint the auditors (if necessary); and

4.4.5 to transact any other business specified in the notice convening the meeting.

### **5 EXTRAORDINARY GENERAL MEETINGS**

5.1 A General Meeting other than an AGM is called an EGM.

5.2 An EGM is to be called by the Board.

5.3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting.

5.4 On receiving a requisition from at least one-tenth of the Company Members under Section 368 of the Act the Board must immediately convene an EGM.

## **6 NOTICE OF GENERAL MEETINGS**

6.1 An AGM and an EGM called to pass a special resolution must be called by at least 21 Clear Days' notice.

6.2 Any other EGM must be called by at least 14 Clear Days' notice.

6.3 A General Meeting may be called by shorter notice if this is agreed:

6.3.1 for an AGM by all of the Company Members entitled to attend and vote; and

6.3.2 for an EGM by a majority in number of the Company Members who may attend and vote and who together hold 95% or more of the total voting rights of all of the Company Members at the EGM.

6.4 The notice must specify:-

6.4.1 the time, date and place of the General Meeting;

6.4.2 the general nature of the business to be transacted; and

6.4.3 in the case of an AGM, that it is the AGM.

6.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

- 6.6 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any).
- 6.7 Notice of a General Meeting is to be posted in such places as the Board decides in order to bring it to the attention of such persons who in the reasonable opinion of the Board have an interest in the work of the Company.
- 6.8 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

## **7 QUORUM**

- 7.1 No business may be transacted at a General Meeting unless a quorum is present.
- 7.2 Up to and including the first AGM the quorum for General Meetings is half of the Company Members for the time being present in person or by proxy.
- 7.3 Following the first AGM the quorum for General Meetings is one half of the Company Members for the time being present in person or by proxy provided that Company Members from at least two Categories are present.
- 7.4 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 7.5 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

- 7.6 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Company Members who are present (provided that they number at least three) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.
- 7.7 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.
- 7.8 Any person who in the reasonable opinion of the Board has an interest in the work of the Company may attend a General Meeting and may speak but unless he is a Company Member he may not vote.

## **8 CHAIR AT GENERAL MEETINGS**

- 8.1 The Chair is to chair General Meetings.
- 8.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair must chair the General Meeting.
- 8.3 If neither the Chair nor the Vice Chair is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

## **9 ADJOURNMENT OF GENERAL MEETINGS**

- 9.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 9.2 The Chair may adjourn a General Meeting if it appears to the Chair that:-
- 9.2.1 more people wish to attend the meeting than was reasonably to be expected and the room is too small;
  - 9.2.2 unruly conduct is likely to prevent the orderly holding of the meeting;  
or
  - 9.2.3 for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 9.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 9.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 9.1 or 9.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 9.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## **10 VOTING AT GENERAL MEETINGS**

- 10.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 10.2 Each Company Member present in person or by proxy has one vote both on show of hands and a ballot.
- 10.3 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote.
- 10.4 *An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.*
- 10.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

## **11 BALLOTS**

- 11.1 A ballot may be demanded by the Chair or any two Company Members before or on the declaration of the result of a show of hands.
- 11.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 11.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.



- 11.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 11.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 11.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

## **12 PROXIES**

- 12.1 A Company Member may appoint a proxy in writing. A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 39. A proxy may not appoint another proxy.
- 12.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 12.3 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 12.4 No document appointing a proxy will be valid for more than 12 months.

- 12.5 A vote given or ballot demanded by proxy is to be valid despite:-

12.5.1 the revocation of the proxy; or

12.5.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

12.6 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

### **13 COMPANY MEMBERS' WRITTEN RESOLUTIONS**

13.1 Subject to the Act, a written resolution signed by all of the Company Members entitled to attend and vote at a General Meeting (provided those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.

13.2 A resolution under Article 13.1 may consist of several documents in similar form each signed by one or more Company Members.

## **PART D. DIRECTORS**

### **14 COMPOSITION OF THE BOARD**

14.1 The first Directors are those named in the statement delivered to the Registrar of Companies under Section 10(2) of the Act.

14.2 Subject to Article 14.3 and 14.4 as soon as practicable Initial Directors are to be appointed in accordance with Article 15 so that the Board of the Company comprises up to 6 Initial Directors. At the first Board meeting following the first AGM Directors are to be appointed to the Board of the Company so that following the conclusion of that Board meeting the Board of the Company shall comprise up to:-

14.2.1 1 Strategic Partner Director;

14.2.2 2 Business Directors;

14.2.3 2 Community Directors; and

14.2.4 1 Council Director.

14.3 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay.

14.4 A person may not be a Director:-

14.4.1 if he would immediately cease to hold office under Article 21;

- 14.4.2 for a period determined by the Board having ceased to be a Director by reason of his being removed as a Director under Article 21.1.6 or Article 21.1.9;
  - 14.4.3 unless he is aged 18 or over;
  - 14.4.4 if he has been removed as a Director by either the Standards Committee or the Board under Article 22, unless the Board resolves that his appointment as a Director be approved;
  - 14.4.5 if he is an employee of the Company; or
  - 14.4.6 if he would immediately cease to be a Company Member or Director under the Articles.
- 14.5 The Board must ensure that when admitting Directors it takes into account to the extent that the Board considers it practicable to do so:-
- 14.5.1 the Company's equal opportunities policy (if any);
  - 14.5.2 the need for Directors to contribute to the skills mix and balance of the Board as a whole and in particular the need for the Board to include:-
    - 14.5.2.1 people with skills in and experience and understanding of working in the public, private and voluntary sectors;
    - 14.5.2.2 an appropriate mix of men and women; and
    - 14.5.2.3 people who are from different groups in the community such as the black and/or ethnic minorities, the elderly and young people.

- 14.6 When considering the appointment of Strategic Partner Directors under Article 16, the designation of any organisation as the Business Forum under Article 17 or the designation of any organisation as the Community Forum under Article 18 the Board shall at all times consider the need to appoint Directors from different sectors of the community and the credibility and reputation of any organisation with which prospective Directors are connected.
- 14.7 The status of a Director as an Initial Director, a Strategic Partner Director, a Business Director, a Community Director, or a Council Director must be stated in the Company's Register of Directors.

## **15 INITIAL DIRECTORS**

- 15.1 Subject to Article 14.4 there are to be up to 6 Initial Directors who are to be those named in the Statement delivered to the Registrar of Companies under Section 10(2) of the Act and other persons appointed to the Board under this Article 15.
- 15.2 Subject to Article 15.1 South Sefton Partnership is entitled to appoint the Initial Directors. An appointment is to take effect when notified to the Secretary under Article 15.6.
- 15.3 South Sefton Partnership may appoint a person as an Initial Director to fill a vacancy which arises before the first AGM because an Initial Director ceases to be a Company Member or Director under the Articles.
- 15.4 Subject to Article 21 the Initial Directors shall retire from office at the first Board Meeting held after the first AGM but at or following that Board Meeting an Initial Director may be re-appointed as a Strategic Partner Director, a Business Director, a Community Director or a Council Director.

- 15.5 In the event that any Initial Director ceases to be a member of South Sefton

Partnership prior to the first AGM then he shall cease to be a Director on the same date he ceases to be a member of South Sefton Partnership.

15.6 Subject to Article 14 the appointment of an Initial Director under this Article is to take effect when South Sefton Partnership delivers written notice of appointment addressed to the Secretary to:-

15.6.1 the Registered Office;

15.6.2 a Board meeting; or

15.6.3 the Secretary in person.

## **16 STRATEGIC PARTNER DIRECTORS**

16.1 Subject to Article 14 and following the first AGM the Board may admit as a Strategic Partner Director one person involved in an organisation which in the reasonable opinion of the Board is a statutory or voluntary sector service provider (not including the Council) operating in the Area of Benefit.

16.2 Subject to Article 16.3 and Article 21, a Strategic Partner Director is to remain as a Strategic Partner Director until the first Board meeting held after the AGM following his appointment or re-appointment under this Article.

16.3 The Board may remove a Strategic Partner Director at any time. The Board may replace any Strategic Partner Director so removed by appointing a further Strategic Partner Director under Article 16.1

16.4 The Board may either:-

16.4.1 before the date on which a person ceases to be a Strategic Partner

Director extend the term throughout which he is to continue to be a Strategic Partner Director for a further period of one year or such other period as the Board may determine; or

16.4.2 after that date re-appoint him as a Strategic Partner Director for a further period of one year or such other period as the Board may determine.

## **17 BUSINESS DIRECTORS**

17.1 There are to be up to two Business Directors.

17.2 The Board may recognise or designate an organisation as the Business Forum for the purposes of this Article at any time following the first AGM, and if it does so then the remainder of this Article shall have effect.

17.3 The Board may revoke a recognition or designation under Article 17.2 at any time with immediate effect if the Board resolves by a majority of two thirds of the Directors present and voting that the recognition or designation should be revoked provided that the organisation concerned has first been given an opportunity with 21 days' notice to put its case and to justify why the revocation should not take place.

17.4 Subject to Article 14.4 the Business Forum is entitled to appoint up to two members of the Business Forum as Business Directors. An appointment is to be made on the authority of the Business Forum or a committee, sub-committee or officer duly authorised by the Business Forum and is to take effect when notified to the Secretary under Article 17.8.

17.5 The Business Forum is entitled to remove Business Directors which it has appointed under Article 17.4 if the Director concerned ceases to be a member of the Business Forum. A removal is to be made on the authority of the

Business Forum or a committee, sub-committee or officer duly authorised by the Business Forum and is to take effect when notified to the Secretary under Article 17.8.

17.6 Subject to Article 21, a Business Director is to remain as a Business Director until the first Board meeting held after the AGM following his appointment but may be re-appointed.

17.7 The Business Forum may appoint a member of the Business Forum as a Business Director to fill a vacancy which arises because a Business Director:-

17.7.1 comes to the end of his period of office; or

17.7.2 ceases to be a Company Member or Director under the Articles.

17.8 Subject to Article 14 the appointment of a Business Director under this Article is to take effect when the Business Forum delivers written notice of appointment addressed to the Secretary to:-

17.8.1 the Registered Office;

17.8.2 a Board Meeting; or

17.8.3 the Secretary in person.

## **18 COMMUNITY DIRECTORS**

18.1 There are to be up to two Community Directors.

18.2 The Board may recognise or designate an organisation as the Community Forum for the purposes of this Article at any time following the first AGM, and if it does so then the remainder of this Article shall have effect.



- 18.3 The Board may revoke a recognition or designation under Article 18.2 at any time with immediate effect if the Board resolves by a majority of two thirds of the Directors present and voting that the recognition or designation should be revoked provided that the organisation concerned has first been given an opportunity with 21 days' notice to put its case and to justify why the revocation should not take place.
- 18.4 Subject to Article 14.4 the Community Forum is entitled to appoint up to two members of the Community Forum as Community Directors. An appointment is to be made on the authority of the Community Forum or a committee, sub-committee or officer duly authorised by the Community Forum and is to take effect when notified to the Secretary under Article 18.8.
- 18.5 The Community Forum is entitled to remove Community Directors which it has appointed under Article 18.4 if the Director concerned ceases to be a member of the Community Forum. A removal is to be made on the authority of the Community Forum or a committee, sub-committee or officer duly authorised by the Community Forum and is to take effect when notified to the Secretary under Article 18.8.
- 18.6 Subject to Article 21, a Community Director is to remain as a Community Director until the first Board meeting held after the AGM following his appointment but may be re-appointed.
- 18.7 The Community Forum may appoint a person as a Community Director to fill a vacancy which arises because a Community Director:-
- 18.7.1 comes to the end of his period of office; or
- 18.7.2 ceases to be a Company Member or Director under the Articles.

18.8 Subject to Article 2 the appointment of a Community Directors under this Article is to take effect when the Community Forum delivers written notice of appointment addressed to the Secretary to:-

18.8.1 the Registered Office;

18.8.2 a Board Meeting; or

18.8.3 the Secretary in person.

## **19 COUNCIL COMPANY MEMBERS**

19.1 There is to be one Council Director.

19.2 Subject to Article 14.4 the Council is entitled to appoint one Councillor as a Council Directors who shall be a Councillor who represents an area forming part of the Area of Benefit. An appointment is to be made on the authority of the Council or a committee, sub-committee or officer duly authorised by the Council and is to take effect when notified to the Secretary under Article 19.5.

19.3 Subject to Article 21, a Council Director is to remain as a Council Director until the first Board Meeting held more than one year from the date of his appointment but may be re-appointed.

19.4 The Council may appoint a Councillor as a Council Director to fill a vacancy which arises because a Council Director:-

19.4.1 comes to the end of his period of office; or

19.4.2 ceases to be a Company Member or Director under the Articles.

19.5 Subject to Article 14 the appointment of a Council Director under this Article is to take effect when the Council delivers written notice of appointment addressed to the Secretary to:-

19.5.1 the Registered Office;

19.5.2 a Board Meeting; or

19.5.3 the Secretary in person.

## **20 OBLIGATIONS OF DIRECTORS**

20.1 The Board must set out the obligations of every Director to the Board and to the Company in writing. The statement of Directors' obligations is not intended to be exhaustive and the Board must review and may amend it from time to time.

20.2 The statement of the obligations of the Directors to the Company must include:-

20.2.1 a commitment to its values and objectives (including equal opportunities);

20.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

20.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

20.2.4 an obligation to declare relevant interests;

20.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

20.2.6 an obligation to comply with their fiduciary duties, including:-

20.2.6.1 to act in the best interests of the Company;

20.2.6.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;

20.2.6.3 to secure the proper and effective use of the Company's property;

20.2.6.4 to act personally;

20.2.6.5 to act within the scope of any authority given;

20.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds;

20.2.6.7 to act in accordance with the Memorandum and Articles;  
and

20.2.6.8 a reference to their obligations under the general law.

20.3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment or election. The Board may change the statement from time to time.

- 20.4 A Director may disclose the business of the Company to the organisation which appointed him on such terms as may be appropriate bearing in mind the intention of the Company to maintain the confidentiality of such information without liability to the Company or to any Company Member.

## **21 RETIREMENT AND REMOVAL OF DIRECTORS**

- 21.1 A Director will cease to hold office if he:-

21.1.1 dies;

21.1.2 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 1993;

21.1.3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

21.1.4 is declared bankrupt or makes any arrangement or composition with his creditors;

21.1.5 resigns by written notice to the Secretary;

21.1.6 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves that he should cease to be a Director;

21.1.7 fails to sign a statement of his obligations under Article 20 within one month of his election or appointment and the Board resolves that he be removed;

21.1.8 becomes an employee of the Company;

21.1.9 is removed from office under Article 22;

21.1.10 is an Initial Director who comes to the end of his term of office under Article 15.4 or ceases to be a Director under Article 15.5;

21.1.11 is a Strategic Partner Director who comes to the end of his term of office under Article 16 unless he is re-appointed;

21.1.12 is a Business Director who comes to the end of his term of office under Article 17 unless he is re-appointed;

21.1.13 is a Community Director who comes to the end of his term of office under Article 18 unless he is re-appointed;

21.1.14 is a Council Director who comes to end of his term of office under Article 19 unless he is reappointed; or

21.1.15 ceases to be a Company Member.

## **22 COMPLAINTS ABOUT DIRECTORS**

22.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Director which in his/her reasonable opinion is detrimental to the interests of the Company and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article he/she may suspend the Director concerned.

22.2 Conduct detrimental to the interests of the Company includes:-

22.2.1 any breach of a Director's obligations as set out in the statement of obligations of Directors signed by him/her under Article 20 or

otherwise; and

22.2.2 conviction of any offence which has or is likely to bring the Company into disrepute.

22.3 Where the Chair is absent or unable or unwilling to act as Chair in relation to the complaint or the complaint is about the Chair then the Vice Chair may exercise the power to suspend a Director under Article 22.1 in the same circumstances as the Chair.

22.4 Where both the Chair and the Vice Chair are absent or unable or unwilling to act in relation to the complaint or the complaint is about both the Chair and the Vice Chair then the Chair of the Standards Committee may exercise the power to suspend a Director under Article 22.1 in the same circumstances as the Chair.

22.5 The Director whose conduct is complained of must immediately be notified in writing either by the Secretary or by the Chair or the Vice Chair of the complaint and of any suspension which if exercised under Article 22.1, 22.3 or 22.4 will be effective from the date of the notice. During the period of any suspension the Director must not:-

22.5.1 participate in a Board Meeting;

22.5.2 authorise or incur expenditure on behalf of the Company;

22.5.3 make use of any property belonging to or in use by the Company in his/her capacity as a Director;

22.5.4 hold himself/herself out as a Director of the Company; or

22.5.5 seek to commit the Company to any obligation.

22.6 On receipt of a complaint under Article 22.1 the Chair or the Vice Chair must immediately refer the matter for full investigation to a Committee established to hear complaints (a "Standards Committee").

22.7 The Standards Committee must carry out its investigations promptly and during the course of its investigation:-

22.7.1 give to the Director whose conduct is complained of an opportunity to answer the complaint and justify why he/she should not be removed from office as a Director; and

22.7.2 consider the evidence supporting the complaint and any evidence presented by the Director.

22.8 On completion of its investigation the Standards Committee may either:-

22.8.1 conclude that no further action be taken and lift any suspension which has been imposed on the Director;

22.8.2 conclude that other action be taken; or

22.8.3 subject to 22.9 remove the Director from his/her office as a Director.

22.9 In the event that the Director concerned is a Partnership Member who has been appointed by an organisation pursuant to Articles 17 or 18 then before removing the Director from office the Standards Committee shall invite the appointing organization to remove the Director concerned from membership of the Company. If the organisation concerned either:-

22.9.1 fails to respond within 21 days; or



22.9.2 declines to use its power to remove the Director concerned as a Company Member; then

the Standards Committee may remove the Director from office under 22.8.3.

22.10 The Standards Committee must notify the Director concerning whose conduct there is a complaint of its decision in writing. If its decision is that no further action must be taken and/or any suspension should be lifted then the Director will be restored to his/her office with effect from the date upon which the written notice of the Standards Committee's decision is given to the Director.

22.11 If its decision is to remove the Director whose conduct is complained of from his/her office then the Director will be deemed to have been removed from his/her office with effect from the date upon which the written notice of the Standards Committee's decision is given to him/her.

22.12 A Director who is removed from office following an investigation carried out by the Standards Committee may appeal against the decision of the Standards Committee to the Board.

22.13 The Board may delegate to a Committee constituted for the purpose the hearing of the appeal but no member of the Standards Committee may hear the appeal. Pending the outcome of the appeal the decision of the Standards Committee must stand.

22.14 If the decision of the appeal is that the Director should be restored to his/her office then he/she will be deemed to have been reappointed with effect from the date upon which the written notice of the appeal decision is given to the Director. The Board must notify the Director of the decision of the appeal in writing.

22.15 There will be no further appeal from the Board or the Committee established to

hear the appeal.

## **23 DIRECTORS' INTERESTS**

23.1 A Director who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Company must declare his interest under section 317 of the Act before the matter is discussed by the Board.

23.2 Every Director must ensure that at all times the Secretary has a list of:-

23.2.1 any other body of which he is a director or officer;

23.2.2 any firm in which he is a partner;

23.2.3 any public body of which he is an official or elected member;

23.2.4 any company whose shares are publicly quoted in which he owns or controls more than 2% of the shares;

23.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares;

23.2.6 any property of which he is a Resident; or

23.2.7 any other interest which is significant or material.

23.3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.

### **23.4 Personal Interests**

23.4.1 A Director has a personal interest in a matter which is to be discussed

or determined by the Board if he will be directly affected by the decision of the Board in relation to that matter.

23.4.2 Subject to Article 23.4.3 a Director who has a personal interest in a matter which is to be discussed or determined by the Board:-

23.4.2.1 may not count towards the quorum in relation to that matter;

23.4.2.2 may not take part in the discussion in relation to that matter;

23.4.2.3 may not vote in relation to that matter; and

23.4.2.4 must leave the Board Meeting at which the matter is discussed and determined.

23.4.3 Notwithstanding Article 23.4.2 a Director who is a Beneficiary may in relation to a matter which is to be discussed or determined by the Board and which affects the Director as a Beneficiary and a substantial number of other Beneficiaries in an identical manner:-

23.4.3.1 count towards the quorum in relation to that matter;

23.4.3.2 take part in the discussion in relation to that matter;

23.4.3.3 remain in the Board Meeting at which the matter is discussed and determined; and

23.4.3.4 vote in relation to that matter.

## **23.5 Non-Personal Interests**

23.5.1 Subject to Article 23.5.2 a Director who has an interest in a matter

which is to be discussed or determined by the Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Company and to the right of the remaining Directors to require that he should withdraw from the Board Meeting at which the matter is to be discussed or determined:-

23.5.1.1 count towards the quorum in relation to that matter;

23.5.1.2 take part in the discussion in relation to that matter;

23.5.1.3 remain in the Board Meeting at which the matter is to be discussed or determined; and

23.5.1.4 vote in relation to that matter.

23.5.2 When a matter to be discussed or determined by the Board concerns the making of a financial grant to, or the award of a contract for goods and/or services to, an organisation, then a Director who is associated with that organisation in such a way that, in the opinion of that Director or of the remaining Directors (as expressed at the meeting), a member of the public (in the knowledge of the relevant facts) would reasonably regard that the Director's interest in the matter is so significant that the Director's judgment of what is in the Company's best interests is likely to be prejudiced then the Director:

23.5.2.1 may not count towards the quorum in relation to that matter;

23.5.2.2 may not take part in the discussion in relation to that matter;

23.5.2.3 may not vote in relation to that matter; and

23.5.2.4 must leave the Board Meeting at which the matter is

discussed and determined.

23.5.3 Subject to Article 23.5.2 a Director is not to be regarded for the purposes of this Article 23 as having a non-personal interest in any matter if his interest in that matter arises solely because he is a Director or an officer of any body the accounts of which are consolidated with the Company's accounts but he must nonetheless declare his interest in accordance with this Article 23.

## **PART E. BOARD MEETINGS**

### **24 FUNCTIONS OF THE BOARD**

24.1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:

24.1.1 defining and ensuring compliance with the values and objectives of the Company;

24.1.2 establishing policies and plans to achieve those objectives;

24.1.3 approving each year's budget and accounts before publication;

24.1.4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 29 with proper systems of control;

24.1.5 monitoring the Company's performance in relation to its plans budget controls and decisions;

24.1.6 appointing (and if necessary removing) Senior Officers;

24.1.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

24.1.8 ensuring compliance by the Company with its legal obligations;

24.1.9 taking appropriate advice on the items listed in Article 24.1.1 to 24.1.8 and in particular on matters of legal compliance and financial viability;

and

24.1.10 none of the functions in Article 24.1 may be delegated.

## **25 POWERS OF THE BOARD**

- 25.1 Subject to the Act, the Memorandum and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 25.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.
- 25.3 In performing their functions the Board must consider the interests of the Company's employees (if any) as well as those of Beneficiaries.

## **26 BOARD MEETINGS**

- 26.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 26.2 Board Meetings may be called by any Director or the Secretary.
- 26.3 The Secretary must give 7 days' notice of Board Meetings to each of the Directors and Senior Officers but it is not necessary to give notice of a Board Meeting to a Director or Senior Officer who is out of the United Kingdom.
- 26.4 A Board Meeting which is called on shorter notice than required under Article 26.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.

- 26.5 Subject to Article 26.7, questions arising at a Board Meeting are to be decided

by a majority of votes.

26.6 If there is an equality of votes the Chair is entitled to a second or casting vote.

26.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

## **27 QUORUM FOR BOARD MEETINGS**

27.1 At the first Board meeting the quorum is two Directors. Thereafter the quorum for Board Meetings is half of the Directors for the time being provided that following the first AGM Directors from at least two Categories are present.

27.2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

27.3 The Board may act despite vacancies in its number but if the number of Directors is less than three then the Board may act only to:

27.3.1 call a General Meeting; or

27.3.2 appoint Strategic Partner Directors under Article 16;

27.3.3 appoint or procure the appointment of Business Directors under Article 17;

27.3.4 appoint or procure the appointment of Community Directors under Article 18; or

27.3.5 procure the appointment of a Council Director under Article 19.



27.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:

27.4.1 adjourn it to such other time and place as they decide; or

27.4.2 appoint Strategic Partner Directors under Article 16;

27.4.3 appoint or procure the appointment of Business Company Members under Article 17;

27.4.4 appoint or procure the appointment of Community Directors under Article 18;

27.4.5 procure the appointment of a Council Director under Article 19; or

27.4.6 call a General Meeting.

27.5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

## **28 CHAIR AND VICE-CHAIR**

- 28.1 The Company must have a Chair and a Vice-Chair. Both are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair may be re-elected.
- 28.2 The Chair and the Vice-Chair may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 28.3 Where there is no Chair or Vice-Chair the first item of business of a Board Meeting must be to elect a Chair or Vice-Chair or both.
- 28.4 The Chair and the Vice-Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.
- 28.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so.
- 28.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting or if the Chair is unwilling or unable to chair a Board Meeting, then the Vice-Chair must chair that Board Meeting unless he is unwilling or unable to do so.
- 28.7 If both the Chair and the Vice-Chair are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.

- 28.8 The functions of the Chair are:-

- 28.8.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;
- 28.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
- 28.8.3 to give all Directors an opportunity to express their views;
- 28.8.4 to establish a constructive working relationship with, and to provide support for, the Senior Officers;
- 28.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any Senior Officer is or is due to become vacant, a replacement is found in a timely and orderly fashion;
- 28.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
- 28.8.7 to ensure that the Board monitors the use of delegated powers; and
- 28.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of a Senior Officer.
- 28.9 The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.
- 28.10 Except to the extent that the Articles provide otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Director.

## **29 COMMITTEES AND WORKING PARTIES**

29.1 The Board may:

29.1.1 establish Committees consisting of those persons whom the Board decide;

29.1.2 subject to Article 24.1 delegate to a Committee any of its powers; and

29.1.3 revoke a delegation at any time.

29.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

29.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

29.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.

29.5 The Board must determine the quorum for each Committee and Working Party it establishes.

29.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

29.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

### **30 OBSERVERS**

30.1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms they decide.

30.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.

30.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.

30.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

### **31 DIRECTORS' WRITTEN RESOLUTIONS**

31.1 A written resolution signed by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.

31.2 A written resolution signed by all of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.

- 31.3 A resolution under Articles 31.1 or 31.2 may consist of several documents in similar form each signed by one or more of the Directors or Committee Members and will be treated as passed on the date of the last signature.

## **PART F. OFFICERS**

### **32 THE SECRETARY**

32.1 A Secretary must be appointed by the Board for such a term as the Board decides.

32.2 A Secretary may be removed by the Board at any time.

### **33 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

33.1 No officer or employee is to be liable for losses suffered by the Company except those due to his own dishonesty or gross negligence.

33.2 Subject to the Act every Director, officer or employee is to be indemnified by the Company against any liability incurred in the discharge of his duties or in that capacity in defending any civil or criminal proceedings as long as:

33.2.1 judgment is given in his favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by him); or

33.2.2 he is acquitted; or

33.2.3 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 Company.

## **PART G. STATUTORY AND MISCELLANEOUS**

### **34 MINUTES**

- 34.1 The Secretary must keep minutes of all General Meetings.
- 34.2 The Board must arrange for minutes to be kept of all Board Meetings. The names of the Directors present must be included in the minutes.
- 34.3 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 34.4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 34.5 The Board must keep minutes of all of the appointments made by the Board.

### **35 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 35.1 The Company must comply with Part VII of the Act and the Directors must comply with their obligations as charity trustees under Part VI of the Charities Act 1993 in:-
  - 35.1.1 preparing and filing an annual Directors report and annual accounts and supplying copies to the Charity Commission; and
  - 35.1.2 making an annual return to the Registrar of Companies and the Charity



Commission.

35.2 The Company must comply with Parts VII and XI of the Act relating to the audit or examination of accounts (to the extent that the law requires).

35.3 The annual Directors' report and accounts must contain:-

35.3.1 revenue accounts and balance sheet for the last accounting period;

35.3.2 the auditor's report on those accounts;

35.3.3 the Board's report on the affairs of the Company;

35.3.4 the Board's statement of the values and objectives of the Company; and

35.3.5 a statement of the obligations of the Directors to the Company.

35.4 The accounting records of the Company must always be open to inspection by a Director or by an officer of the body which nominated him who has been duly authorised by that body to make such an inspection.

## **36 BANK AND BUILDING SOCIETY ACCOUNTS**

36.1 All bank and building society accounts must be operated by the Board and must include the name of the Company.

36.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

### **37 EXECUTION OF DOCUMENTS**

37.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

37.1.1 two Directors;

37.1.2 one Director and the Secretary; or

37.1.3 in any other manner the Board authorises.

### **38 NOTICES**

38.1 Notices under the Articles must be in writing except notices calling Board Meetings.

38.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

38.3 The Company may give a notice to a Company Member, Director, Secretary or auditor either:

38.3.1 personally;

38.3.2 by sending it by post in a prepaid envelope;

38.3.3 by facsimile transmission; or

38.3.4 by leaving it at his address.

38.4 Notices under Article 38.3.2 to 38.3.4 may be sent:

38.4.1 to an address in the United Kingdom which that person has given the Company;

38.4.2 to the last known home or business address of the person to be served;  
or

38.4.3 to that person's address in the Company's register of Members.

38.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

38.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

38.7 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary.

38.8 The Board may make standing orders to define other acceptable methods of delivering notices by electronic mail or other means.

## **39 STANDING ORDERS**

39.1 Subject to Article 39.4:

39.1.1 the Board may from time to time make standing orders for the proper conduct and management of the Company; and

39.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.

- 39.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.
- 39.3 Standing orders are binding on all Company Members and Directors.
- 39.4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles.

Registered No

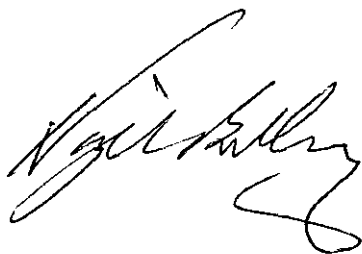
South Sefton Development Trust  
Memorandum and Articles of Association

Names & Addresses  
of Subscribers

Signed

Witnessed

Nigel Bellamy, 10 Lesley Road  
Southport, PR8 6AZ



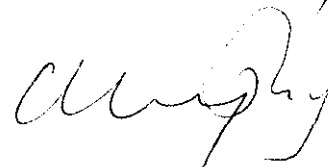
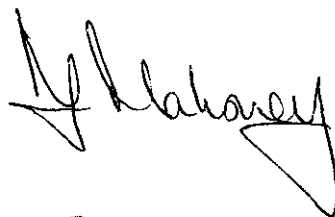
Ian Moncur, 13 Manor Drive,  
Netherton, Merseyside L30 8RG



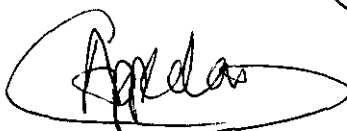
David Cropper, 234 Ford Lane,  
Litherland, Merseyside L21 0HP



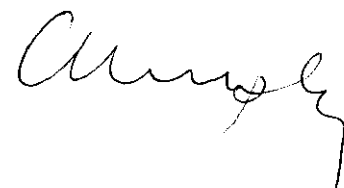
Frederick Mahoney, 19 The Paddock  
Rufford, Lancashire L40 1UL



Colin Appleton, 17 Piercefield Road  
Freshfield, Formby L37 7DG



Marion Cannon, 52 Salisbury House  
St James ~~Park~~, Bootle, L20 4EQ  
DRIVE



Dated 19 May 2004

Witness to the above signatures

CARE MURPHY

5 NORTH SUDLEY RD, LIVERPOOL L17 0BE