

FILE COPY



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

Company No. 5164684

The Registrar of Companies for England and Wales hereby certifies that
THE ARBOURTHORNE CENTRE AND FORUM LTD.

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

Given at Companies House, Cardiff, the 28th June 2004



N05164684L



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House
for the record

12

Declaration on application for registration

Please complete in typescript,
or in bold black capitals.

CHWP000

Company Name in full

THE ARBOURTHORNE CENTRE AND FORUM LTD.

I, MICHAEL SYDNEY GEORGE JOYCE

of 5 ROSSENDALE CLOSE; WATTON; CHESTERFIELD; S40 3EL

† Please delete as appropriate.

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

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

Declarant's signature

MSJ.

Declared at

The Arbourthorne Centre.

Day Month Year

On

7 6 2004

● Please print name.

before me

PATRICIA A. MIDGLEY

Signed

Patricia A Midgley JP.

Date

7. June 04

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

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 the Registrar.

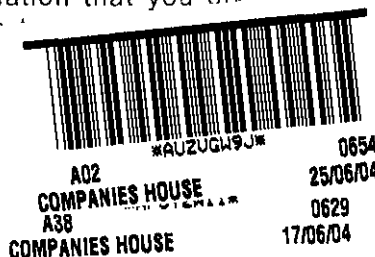
303 GRANVILLE RD

SHEFFIELD S2 2RP.

Tel 0114 2731046

DX number

DX exchange



Form revised 10/03

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
or LP - 4 Edinburgh 2



Companies House

— for the record —

10

Please complete in typescript,
or in bold black capitals.

CHFP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

THE ARBOUTHORNE CENTRE AND FORUM.
LTD. X

Proposed Registered Office

(PO Box numbers only, are not acceptable)

33a EDENHALL ROAD.

Post town

SHEFFIELD.

County / Region

STH YORKSHIRE

Postcode

S2 2LB.

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

Agent's Name

Address

Post town

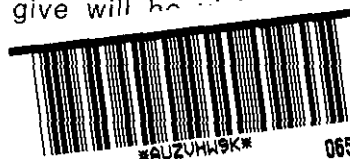
County / Region

Postcode

Number of continuation sheets attached

4.

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 used for
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COMPANIES HOUSE
COMPANIES HOUSE

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25/05/04
17/06/04
0562
08/04/04

Form April 2002

Tel

DX number

DX exchange

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

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

or

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

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name

THE ARBOURTHORNE CENTRE AND FORUM LTD

NAME *Style / Title

MR.

*Honours etc

* Voluntary details

Forename(s)

MICHAEL SYDNEY GEORGE

Surname

JOYCE

Previous forename(s)

Previous surname(s)

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

Address ††

☐

5 ROSKINDALE CLOSE

WALTON.

Post town

CHESTERFIELD.

County / Region

DERBYSHIRE

Postcode

S40 3EL

Country

ENGLAND.

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

Consent

ASCP

Date

29/3/04.

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

REVEREND

*Honours etc

Forename(s)

ANNE ELIZABETH.

Surname

GIBSON

Previous forename(s)

Previous surname(s)

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

Address ††

☐

268 GRANVILLE ROAD

Post town

SHEFFIELD

County / Region

SOUTH YORKSHIRE

Postcode

S2 2RS

Country

ENGLAND

Day Month Year

Date of birth

27 07 1947

Nationality

BRITISH.

Business occupation

MINISTER OF RELIGION

Other directorships

VICTORIA COMMUNITY ENTERPRISE

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

Consent signature

Anne E. Gibson

Date

29.3.04

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MISS		*Honours etc	
* Voluntary details	Forename(s)	MICHELLE MARGARET			
	Surname	BOOKER			
	Previous forename(s)				
	Previous surname(s)	FOWLER			
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††	58 EDENHALL ROAD			
		ARBOURTHORNE			
	Post town	SHEFFIELD			
	County / Region	SOUTH YORKSHIRE	Postcode	S2-2LE	
	Country	ENGLAND			
	Date of birth	Day	Month	Year	Nationality
		02	05	1968	BRITISH
	Business occupation	NONE			
	Other directorships	NONE 30/10/04			
	I consent to act as director of the company named on page 1				
	Consent signature	mm Booker		Date	29/03/04

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

BA

Forename(s)

PETER CHARLES

Surname

ROLFE

Previous forename(s)

Previous surname(s)

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

Address †

30 LIGHTWOOD ROAD

MARSH LANE

Post town

SHEFFIELD

County / Region

S YORKS

Postcode

S21 5RG

Country

ENGLAND

Day Month Year

Date of birth

07 05 1937

Nationality

BRITISH

Business occupation

Retired NONE

Other directorships

None

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

Consent signature



Date

30-3-04

This section must be signed by

Either

an agent on behalf of all subscribers

Signed

Date

Or the subscribers

(i.e. those who signed as members on the memorandum of association).

Signed

P. A. Brown

Date

30/3/04

Signed

P. A. Brown

Date

30/3/04

Signed



Date

30/3/04

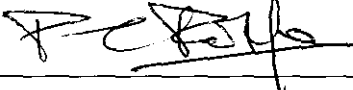
Signed



Date

30-3-04

Signed



Date

30-3-04

Signed



Date

30-3-04

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.

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

MEMORANDUM OF THE ARBOURTHORNE CENTRE AND FORUM LTD

NAME

The name of the company is The Arbourthorne Centre and Forum ('the Charity')

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales.

3. OBJECTS

The objects of the Charity ('the Objects') are:

i.1 to promote the benefit of the inhabitants of the Arbourthorne Estate area of the City of Sheffield ("the area of benefit") without distinction of race, nationality, gender, sexual orientation, disability, age, religious or political beliefs, by bringing together statutory, voluntary and other organisations and inhabitants in a common effort to relieve poverty, advance education and training and provide facilities in the interests of social welfare and for recreation and leisure time occupation with the object of improving the conditions of life of the said inhabitants and

i.2 to establish or secure the establishment of a community centre (hereinafter called "the Centre") and to maintain and manage, or to co-operate with any local statutory authority or other body in the maintenance and management of such a centre for activities promoted by the company and its constituent bodies in furtherance of the above objects.

4. POWERS The Charity has the following powers, which may be exercised only in

promoting the Objects: 4.1 To promote or carry out research and publish the useful results

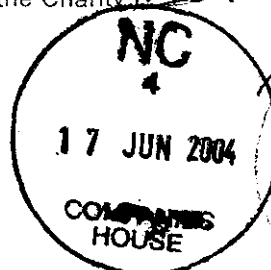
4.2 To provide or assist in providing information, training and support to voluntary and community bodies in the Area of Benefit

4.3 To publish or distribute information

4.4 To co-operate with other bodies

4.5 To support, administer or set up other charities

4.6 To raise funds (but not by means of taxable trading) and appeal for and receive any contribution, donation, grant or gift of money or property



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- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire and manage, maintain or improve property of any kind
- 4.9 To sell, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner including establishment of a trading arm (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.13.1 the Trustees set down the investment policy in writing for the financial expert
 - 4.13.2 every transaction is reported promptly to the Trustees
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustees
 - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 4.13.7 the financial expert must not do anything outside the powers of the Trustees
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Charity against any foreseeable risk and take-out other insurance policies to protect the Charity when required
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers and make provision for pensions and superannuation for paid staff
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity

- 4.20 To amalgamate with any other charitable body with similar objects
- 4.21 To pay the costs of forming the Charity
- 4.22 To do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3.
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 Any Trustee (or any firm or company of which a Trustee is a partner, member, consultant or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 5.3.1 the goods or services are actually required by the Charity
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
 - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.
 - 5.3.4 the reason for any award to a Trustee of a contract is entered into the Trustees' minute book.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a sub-committee the Trustee concerned must:
 - 5.4.1 declare an interest at or before discussion begins on the matter
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5.4.3 not be counted in the quorum for that part of the meeting
 - 5.4.4 withdraw during the vote and have no vote on the matter.
- 5.5 For the purposes of this clause 5, "Charity" includes:
 - 5.5.1 any subsidiary, trading arm or other company controlled by the Charity
 - 5.5.2 any company to which the Charity has the right to appoint at least one director.

5.6 For the purpose of this clause 5, "Trustee" includes a trustee's child, parent, grandchild, grandparent, brother, sister, spouse or cohabitee.

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

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

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

8. DISSOLUTION

8.1 *If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:*

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

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

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

9. INTERPRETATION

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

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

Signatures, Names, and Addresses of Subscribers

1 P. Brown Signature
JAYNE LOUISE Name
126 DAGNAM RD Address
ARBOURTHORNE
SHEFFIELD S22EZ
30/4/04

2 P.A. Brown Signature
PATRICIA ANN Name
14 DAGNAM DRIVE Address
ARBOURTHORNE
sheffield S.2
30/4/04.

3 P. Rolf Signature
PETER CHARLES ROLFE Name
30 LIGHTWOOD ROAD Address
MARSH LANE
SHEFFIELD S21 5RS
30/4/04

MS J Witness's signature
MS J. JOYCE Witness's name
5 ROSSENDALE CLOSE Witness's address
WALTON - CHESTERFIELD S40 3EL
CENTER MANAGER Witness's occupation

Date 30/4/04

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

ARTICLES OF ASSOCIATION OF THE ARBOURTHORNE CENTRE AND FORUM LTD .

1. MEMBERSHIP

- 1.1 The number of members with which the company proposes to be registered is unlimited and the subscribers to the Memorandum shall be the first members of the Charity.
- 1.2 The Charity must maintain a register of members and a register of Directors (Trustees) and Company Secretaries.
- 1.3 Membership of the Charity is open to any individual of 18 years of age or over who lives in the area of benefit or is interesting in promoting the Objects or to any organisation interested in promoting the Objects who
- 1.3.1 has paid any annual subscription
 - 1.3.2 (being an organisation), has objects consistent with those of the charity
 - 1.3.3 applies to the Charity in the form required by the Trustees
 - 1.3.4 is approved by the Trustees and
 - 1.3.5 signs the Register of members or consents in writing to become a member either personally or in the case of a member organisation through an authorised representative.
- 1.4 The Trustees may only refuse an application for membership if doing so would, in their reasonable and proper opinion, be in the best interests of the Charity.
- 1.5 The Trustees may establish different classes of membership and prescribe their respective rights and obligations and set the amounts of any subscriptions. The rights and obligations of members must be set out in the register of members and can only be altered by the Charity voting by special resolution in general meeting under Article 2.12.
- 1.6 Membership is terminated if the member concerned
- 1.6.1 gives written notice of resignation to the Charity
 - 1.6.2 dies or in the case of an organisation ceases to exist
 - 1.6.3 is six months in arrears in paying the relevant subscription (if any) but in such a case the member may be reinstated on payment of the amount due or
 - 1.6.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
 - 1.6.5 ceases to comply with the conditions of membership.
- 1.7 Membership of the Charity is not

transferable. 2 GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. AGMs are called on at least 21 clear days written notice specifying the business to be discussed. EGMs are called on at least 14 clear days' written notice.

- 2.2 If a General Meeting is called at shorter notice, it will be valid if this is agreed by all members entitled to attend and vote (in the case of an Annual General Meeting) or by at least 95% of such members (in the case of any other General Meeting).
- 2.3 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 10% or three members whichever is larger. No business can be transacted unless a quorum is present and, if a meeting begins or becomes inquorate, then it must be adjourned and re-convened. The Chairperson, with the consent of the members present, can adjourn either an inquorate meeting or a quorate meeting with unfinished business for up to 30 days. If a quorum is not present within 15 minutes of the start of the reconvened meeting, then the members present at time will constitute the quorum.
- 2.4 The Chairperson presides at a general meeting. If within 15 minutes of the start of the meeting, the Chairperson is unable or unwilling to preside, then the Vice-Chairperson or (if the Vice-Chairperson is also unable or unwilling), some other Trustee elected by those present, presides at a general meeting. If only one Trustee is present and willing to act, s/he must preside at the meeting.
- 2.5 Except where otherwise provided by the Act, every issue is decided by a simple majority of the votes (ordinary resolution) cast on a show of hands. The Trustees may make Standing Orders under Article 5.4 to allow members to vote by proxy or to exercise postal votes. The Standing Order permitting a proxy or postal vote must set out the proxy or postal vote form to be used. The Chairperson or any two members or any member having 10% of the voting rights may ask for a count of votes (poll) and provisions of section 373 of the Act will then apply.
- 2.6 Except for the Chairperson of the meeting, who has a second or casting vote, every member present in person or through an authorised representative has one vote on each issue. Any member wishing to challenge the qualification of any other member to vote must do so at the meeting at which the vote is taken. The Chairperson's decision on the matter is final.
- 2.7 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 2.8 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM must be held within 18 months after the Charity's incorporation and subsequent AGMs must be held at intervals of not more than 15 months.
- 2.9 At an AGM the members:
- 2.9.1 receive the accounts of the Charity for the previous financial year
 - 2.9.2 receive the Trustees' report on the Charity's activities since the previous AGM
 - 2.9.3 receive the report from the Local Advisory Board
 - 2.9.4 accept the retirement of those Trustees who wish to retire
 - 2.9.5 elect persons to be Trustees to fill the vacancies arising
 - 2.9.6 appoint auditors or independent examiners for the Charity
 - 2.9.7 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity
 - 2.9.8 discuss and determine any issues of policy or deal with any other business put before them.
- 2.10 Any general meeting which is not an AGM is an EGM.
- 2.11 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least 5% of members for an AGM and 10% of members for an EGM.

- 2.12 Any amendment to the Charity's memorandum and articles must be passed by a special resolution (i.e. on not less than 75% majority vote) at a general meeting held at not less than 21 days' notice. Notice of the resolution, once passed, must be sent to the Commission and to Companies House within 14 days, together with a copy of the amended memorandum and articles. No amendment to the memorandum or articles may operate to invalidate any previous action of the Trustees. No amendment may be made to clauses 3, 5 or 8 of the Memorandum or to this Article 2.12 without the prior consent in writing of the Commission.

3. THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The Trustees when complete consist of:
- 3.2.1 the Officers of the Charity (Chairperson, Secretary (if s/he is to be a Trustee) and Treasurer) elected at each AGM and
 - 3.2.2 not less than two nor more than seven individual members and/or representatives of member organisations elected at each AGM
 - 3.2.5 individuals (who need not be members of the Charity) co-opted under Article 3.8.
- 3.3 A person qualified and wishing to become a trustee must be aged 18 years or over and must either be recommended by the Trustees or be nominated for election by a member of the Charity. A nomination for election from a member must be signed by that member and by the person being nominated, and it must be lodged with the Secretary not less than 7 nor more than 28 clear days before the date of the AGM. The nomination form must contain the same details as that required of a director by Companies House.
- 3.4 The subscribers to the Memorandum are the first Trustees of the Charity.
- 3.5 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 3.6 All Trustees must retire at each AGM but may offer themselves for re-election or further co-option.
- 3.7 A Trustee's term of office automatically terminates if he or she:
- 3.7.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
 - 3.7.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 3.7.3 is absent from five consecutive meetings of the Trustees
 - 3.7.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
 - 3.7.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
 - 3.7.6 is removed under Article 3.11
 - 3.7.7 fails to declare a payment or benefit as required by Clause 5.4 of the Memorandum of Association
 - 3.7.8 ceases to have a required qualification as previously agreed by the members.
- 3.8 The Trustees may at any time co-opt any individual duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM and the total number of co-optees at any one time shall not be more than one-half the elected Trustees.

- 3.9 The Charity may increase or reduce the maximum number of Trustees by passing an ordinary resolution, provided that the number is not reduced to below three. If the total number of Trustees falls below the quorum, then the remaining Trustee(s) can continue to act, but only in order to appoint more Trustees or call a general meeting of the Charity.
- 3.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 3.11 The Charity's members voting in a General Meeting, can remove any Trustee by an ordinary resolution with special notice given according to section 303 of the Act, after the Meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views. The members can replace a Trustee once s/he is removed.

4. PROCEEDINGS OF TRUSTEES

- 4.1 The Trustees must hold at least 6 meetings each year, but otherwise can arrange and hold their meetings as they see fit. A quorum at a meeting of the Trustees is one-third of the Trustees with a minimum of 2.
- 4.2 Trustees' ordinary meetings shall be held on at least 7 days notice to the Trustees. Any Trustee may request a special meeting of the Trustees and the Secretary must call a meeting if at least 2 Trustees request it and on at least 4 days notice.
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 4.4 The Chairperson presides at each meeting of the Trustees. If within 15 minutes of the start of the meeting, the Chairperson is unable or unwilling to preside, then the Vice-Chairperson or (if the Vice-Chairperson is also unable or unwilling), another Trustee elected by those present, presides at the meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 4.6 Except for the Chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting. A defect in the appointment or qualification of a Trustee, of which the Trustees are unaware at the time, does not invalidate any decision taken at a meeting provided the decision would still have been taken by a quorate majority of the Trustees without counting that Trustee's vote.
- 4.8 A written resolution signed by all Trustees entitled to vote at a Trustees' meeting is as valid as a resolution actually passed at a Trustees' meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).

5. POWERS OF TRUSTEES

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

- 5.1.1 to appoint (and remove) any person (who may but need not be a Trustee) to act as Secretary to the Charity in accordance with the Act and to remunerate that person if s/he is not a Trustee or if s/he is a Trustee, under the provisions of Clauses 5.2 and 5.3 of the Memorandum
- 5.1.2 to appoint working parties (consisting wholly or in part of Trustees) to consider and make recommendations (but not take decisions)
- 5.1.3 to delegate any of their functions to sub-committees consisting of three or more individuals appointed by them (but at least one member of every sub-committee must be a Trustee and all proceedings of sub-committees must be reported promptly to the Trustees)
- 5.1.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act, to govern proceedings at general meetings and the powers of sub-committees
- 5.1.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of sub-committees
- 5.1.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the membership and administration of the Charity, the use of its premises, and the use of its seal (if any)
- 5.1.7 to establish procedures to assist the resolution of disputes within the Charity
- 5.1.8 to exercise any powers of the Charity which are not reserved to a general meeting.

5.2 The Trustees must take all steps they deem necessary to bring all standing orders, rules or regulations to the notice of the Charity's members.

6. RECORDS & ACCOUNTS

6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 6.1.1 annual reports
- 6.1.2 annual returns
- 6.1.3 annual statements of account.

6.2 The Trustees must keep proper records of

- 6.2.1 all proceedings at general meetings, Trustees' meetings and sub-committee meetings, including details of those present, any decisions made and (where appropriate) the reasons for those decisions
- 6.2.2 all reports of committees and
- 6.2.3 all professional advice obtained.

6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

- 6.4 A copy of the Charity's latest available statement of account must be:
- 6.4.1 supplied on request to any Trustee or member, or to any other individual who makes a written request and pays the Charity's reasonable costs, within two months and
 - 6.4.2 sent to each member at least 21 days before an AGM, together with a copy of the Auditor's Report and the Trustees' Annual Report.
- 6.5 If the Act requires something to be done by both a Trustee and the Company Secretary, then the same person acting in both capacities cannot do this.
- 6.6 The Trustees may each year carry out a social audit through an independent assessor, in addition to the financial audit. The purposes of the social audit are to:
- 6.6.1 identify the social costs and benefits of the Charity's work
 - 6.6.2 enable non-financial assessments of the Charity's performance to be made
 - 6.6.3 assess the Charity's internal democracy and decision-making
 - 6.6.4 assess its effects on beneficiaries, users and partners, the wages, health and safety, training, development and job satisfaction of its employees and volunteers, and its compliance in general with the principles of good human resource management.

7. NOTICES

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Charity.
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 7.3.2 two clear days after being sent by first class post to that address
 - 7.3.3 three clear days after being sent by second class or overseas post to that address
 - 7.3.4 on the date of publication of a newspaper containing the notice
 - 7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
 - 7.3.6 as soon as the member acknowledges actual receipt.
- 7.4 A notice of a general meeting must state the date, time and place of the meeting, the business to be transacted and whether it is an AGM or an EGM.
- 7.5 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8. DISSOLUTION

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

9. INDEMNITY

9.1 Unless the provisions and operation of this Article are avoided by any provision of the Act, every Trustee and every Officer or employee of the Charity shall be indemnified by the Charity out of its funds against all costs, losses, charges, expenses and liabilities sustained or incurred by her/him:

9.1.1 in defending any proceedings (whether civil or criminal) in respect of any negligence, default, breach of duty or of trust of which s/he may be guilty in relation to the Charity and in which judgment is given in her/his favour or in which s/he is acquitted or in respect of which relief is granted to her or him by the Court under the provisions of the Act; or

9.1.2 in respect of any contract entered into or act or deed done by her/him by virtue of her/his instructions or authority from the Trustees or in any way in the discharge of her/his duties.

10. INTERPRETATION

In the Memorandum in and in these Articles:

10.1 'The Act' means the Companies Act 1985 as amended

'AGM' means an annual general meeting of the Charity'

'these Articles' means these articles of association

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given by the member organisation in writing to the Secretary. Any such notice of the appointment (or removal) of an authorised representative constitutes conclusive evidence of that person's appointment (or removal)

'Chairperson' means the Chairperson of the Trustees

'the Charity' means the company governed by these Articles

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993

'clear day' means 24 hours from midnight following the relevant event

'the Commission' means the Charity Commissioners for England and Wales

'EGM' means an extraordinary general meeting of the Charity

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

'local advisory board' means a panel consisting of private and public sector employers, and representatives of voluntary and community organisations and statutory agencies whose functions is to advise the trustees on local needs, priorities and trends

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

'member' and 'membership' refer to membership of the Charity

'Memorandum' means the Charity's Memorandum of Association

'month' means calendar month

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum

'Secretary' means the Company Secretary of the Charity

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects other than within the Inland Revenue's permissible limits for the time being

'Trustee' means a director of the Charity and 'Trustees' means all of the directors.

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

'year' means calendar year.

10.2 Expressions defined in the Act have the same meaning.

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

Signatures, Names, and Addresses of Subscribers

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30/4/04

2 P. Riffe Signature
Peter Riffe Name
30 Lightwood Road Address
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S21 5R4
30/4/04

3 P. Brown Signature
PATRICIA ANN Name
14 DAGNAM DRIVE Address
ARBOLTHORNE
SHEFFIELD 2
30/4/04
M.S.G. JOCK Witness's signature
M.S.G. JOCK Witness's name
5 ROSSENDALE CLOSE Witness's address
WALTON S40 3EC
CENTRE MANAGER Witness's occupation

Date 30/4/04.