

FILE COPY



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

Company No. 6369641

The Registrar of Companies for England and Wales hereby certifies that
TONE MILL 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 12th September 2007



N06369641M



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



12

Please complete in typescript,
or in bold black capitals

CHWP000

Declaration on application for registration

Company Name in full

TONE MILL TRUST

I, ROBERT JOHN WALTON

of CHUBB BULLEID 7 MARKET PLACE WELLS SOMERSET BA5 2RJ

† Please delete as appropriate

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

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

Declarant's signature

Declared at GOULD + SWAYNE, CRANHILL HOUSE STREET JOMENUET BA16 0BY
Day Month Year

On 06 09 2007

† Please print name

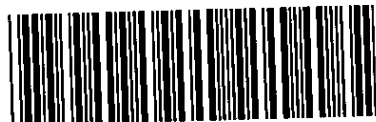
before me † CAROLINE LAISE FLETCHER.

Signed

Date 6.09.2007.

† 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



A15 12/09/2007 714
COMPANIES HOUSE

A17 08/09/2007 476
COMPANIES HOUSE

Form revised 10/03

CRANHILL HOUSE CRANHILL ROAD
STREET SOMERSET BA16 0BY.
Tel 01458 442433.
DX number 45202 DX exchange STREET.

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

WEDNESDAY



Please complete in typescript,
or in bold black capitals.

CHWP000

30(5)(a)

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

Company Name in full

TONE MILL TRUST

I, ROBERT JOHN WALTON

of CHUBB BULLEID 7 MARKET PLACE WELLS SOMERSET BA5 2RJ

† 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

Declared at

~~GOULO + SWAYNE~~ CRANHILL HOUSE STREET SOMERSET BA16 0BY

Day Month Year

on

01 09 2007

• Please print name

before me •

CAROLINE LOUISE FLETCHER

Signed

Date

6.9.2007

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



AJRSYSWY

A15 12/09/2007 712

COMPANIES HOUSE

A17 08/09/2007 477

COMPANIES HOUSE

Form revised June 1998

CRANHILL HOUSE CRANHILL ROAD

STREET SOMERSET BA16 0BY

Tel 01458 442433

DX number 45202 DX exchange STREET.

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DX 235 Edinburgh
or LP - 4 Edinburgh 2

Please complete in typescript,
or in bold black capitals

CHFP021

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

TONE MILL TRUST

Proposed Registered Office

28 FORE STREET

(PO Box numbers only, are not acceptable)

Post town

WELLINGTON

County / Region

SOMERSET

Postcode

TA21 8AQ

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

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if

CHUBB BULLEID 7 MARKET PLACE WELLS BA5 2RJ

Tel 01749836100

DX number 44902

DX exchange

WELLS

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
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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
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or LP - 4 Edinburgh 2



A15 12/09/2007 713
COMPANIES HOUSE
A11 08/09/2007 474
COMPANIES HOUSE
A33 31/08/2007 415
COMPANIES HOUSE

WEDNESDAY
FRIDAY

Company Secretary (see notes 1-5)

* Voluntary details

†† 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

Company name TONE MILL TRUST

NAME

*Style / Title

MRS

*Honours etc

Forename(s)

ERICA MARY

Surname

ADAMS

Previous forename(s)

Previous surname(s)

WOOLDRIDGE

Address ††

55 DOBREE PARK ROCKWELL GREEN

Post town

WELLINGTON

County / Region

SOMERSET

Postcode

TA21 9RX

Country

ENGLAND

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

Consent signature

E Adams

Date

28.08.07

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

MRS

*Honours etc

Forename(s)

ERICA MARY

Surname

ADAMS

Previous forename(s)

Previous surname(s)

WOOLDRIDGE

Address ††

55 DOBREE PARK ROCKWELL GREEN

Post town

WELLINGTON

County / Region

SOMERSET

Postcode

TA21 9RX

Country

ENGLAND

†† 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

Day Month Year

Date of birth

1 3 1 2 1 9 4 0

Nationality

BRITISH

Business occupation

COMPANY SECRETARY

Other directorships

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

Consent signature

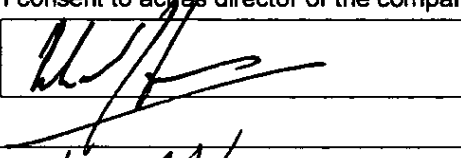
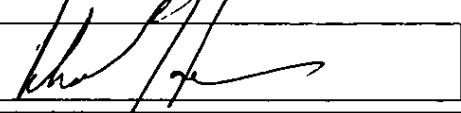
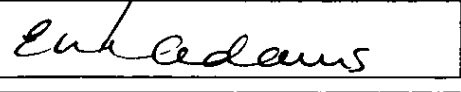
E Adams

Date

28.08.07

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	*Honours etc
* Voluntary details		
Forename(s)	MICHAEL JAMES	
Surname	FODEN	
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**	
<input type="checkbox"/>	KIBBEAR HOUSE TRULL	
Post town	TAUNTON	
County / Region	SOMERSET	Postcode TA3 7LN
Country	ENGLAND	
Date of birth	Day Month Year 1 8 1 1 1 9 3 5	Nationality BRITISH
Business occupation	COMPANY DIRECTOR/CIVIL ENGINEER	
Other directorships	SEE ATTACHED	
I consent to act as director of the company named on page 1		
Consent signature		Date 28/08/07
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 28/08/07
	Signed 	Date 28/08/07
	Signed	Date
	Signed	Date
	Signed	Date
	Signed	Date

TONE MILL TRUST

MR FODEN

DIRECTORSHIPS

WESTERN PROVIDENT ASSOCIATION (00475557)

TAUNTFIELD LTD (03685715)

SUMMERFIELD ESTATES LTD (02882080)

ORCHARD RESTURANT (TAUNTON RACECOURSE LTD) (03387237)

TAUNTON RACECOURSE LTD (00223275)

SOMERSET BUILDING PRESERVATION TRUST (02319737)

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

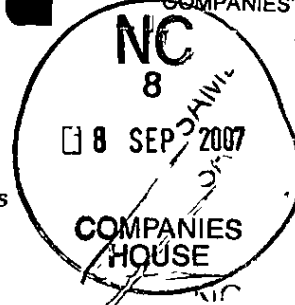
Tone Mill Trust



A15 12/09/2007 715
COMPANIES HOUSE

A17 08/09/2007 473
COMPANIES HOUSE

A33 31/08/2007 416
COMPANIES HOUSE



1. NAME

The name of the Company is the Tone Mill Trust ("the Charity")

2. REGISTERED OFFICE

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

3. OBJECTS

*"To restore and preserve Tone Mill for the benefit of the people of Wellington, Somerset and the nation as a building and site of historical, archaeological, constructional and heritage value
To provide for the advancement of public education in history and industrial archaeology by securing for the benefit of the public the protection, conservation, maintenance and use of industrial buildings, plant and land of historical, archaeological and ecological importance at Tone Mill and along the River Tone
To manage the conservation, protection and preservation of the adjacent nature reserve and in doing so provide for the education of the public in the understanding, appreciation and enjoyment of the flora and fauna of the reserve"*

4. POWERS

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

- 4 1 To promote or carry out research
- 4 2 To provide advice
- 4 3 To publish or distribute information and by publishing books or pamphlets or in other appropriate manner to make known to the public the existence of buildings of particular beauty or historical, architectural or constructional interest or the features of especial interest of such buildings
- 4 4 To co-operate with other bodies
- 4 5 To support, administer, act as trustee of or set up other charities
- 4 6 To raise funds (but not by means of taxable trading)
- 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 property of any kind
- 4 9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993), such letting or disposal to be subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the preservation of any buildings or land

- 4 10 To repair, renovate, restore, rebuild and generally promote the preservation of any buildings or land
- 4 11 To buy or otherwise acquire furniture and other equipment for use in connection with any such buildings or land, and to sell, lease or otherwise dispose of any such furniture or equipment
- 4 12 To make such arrangements as are necessary to enable the public to view and enjoy any buildings or land (whether free or at a charge)
- 4 13 To make planning applications for consent under by-laws or building regulations and other like applications
- 4 14 To make grants or loans of money and to give guarantees
- 4 15 To set aside funds for special purposes or as reserves against future expenditure
- 4 16 To deposit or invest funds in any manner (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 17 To delegate the management of investments to a financial expert, but only on terms that
 - 4 17 1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4 17 2 every transaction is reported promptly to the Trustees
 - 4 17 3 the performance of the investments is reviewed regularly with the Trustees
 - 4 17 4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4 17 5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4 17 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 17 7 the financial expert must not do anything outside the powers of the Trustees
- 4 18 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 19 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 20 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 21 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4 22 To enter into contracts to provide services to or on behalf of other bodies
- 4 23 To establish subsidiary companies to assist or act as agents for the Charity
- 4 24 To pay the costs of forming the Charity
- 4 25 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 20, 5 1 2, 5 1 3 or 5 3**
 - 5 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity**
 - 5 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)**
 - 5 2 4 payment to any company in which a Trustee has no more than a 1 per cent shareholding**
 - 5 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)**
- 5 3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if**
- 5 3 1 the goods or services are actually required by the Charity**
 - 5 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5 4**
 - 5 3 3 no more than one half of the Trustees are subject to such a contract in any financial year**
- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must**
- 5 4 1 declare an interest at or before 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 This clause may not be amended without the prior written consent of the Commission**

6. LIMITED LIABILITY

The liability of members is limited ✓

7. GUARANTEE

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

8. DISSOLUTION

8 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8 1 2 directly for the Objects or charitable purposes within or similar to the Objects

✓ 8 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

9. INTERPRETATION

9 1 Words and expressions defined in the Articles have the same meanings in this Memorandum

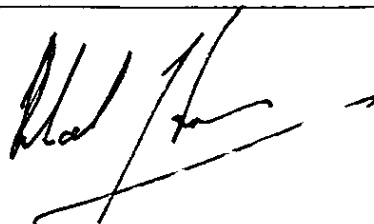
9 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

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

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Michael James Foden
Kibbear House
Trull
Taunton
TA3 7LN



Erica Mary Adams
55 Dobree Park
Rockwell Green
Wellington
TA21 9RX



Date 30. 8. 07. [Date]

Witness to the above signatures

PATRICIA BULGER

SECRETARY

THE NOOK, Warrantage,

Taunton, Somerset

[Name, address and occupation of witness]



[Signature of witness]

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

Tone Mill Trust

1. MEMBERSHIP

- 1 1 The number of members with which the company proposes to be registered is unlimited
- 1 2 The Charity must maintain a register of members
- 1 3 **Membership** of the Charity is open to any individual [or organisation] interested in promoting the Objects who
 - 1 3 1 applies to the Charity in the form required by the Trustees
 - 1 3 2 is approved by the Trustees
 - and
 - 1 3 3 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 establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1 5 Membership is terminated if the member concerned
 - 1 5 1 gives written notice of resignation to the Charity
 - 1 5 2 dies [or (in the case of an organisation) ceases to exist]
 - 1 5 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 5 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 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. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
- 2 2** There is a quorum at a general meeting if the number of members [or authorised representatives] personally present is at least 3 (or 10% of the members if greater)
- 2 3** The Chair or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2 4** Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2 5** Except for the chairman 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
- 2 6** A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2 7** The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2 8** At an AGM the members
 - 2 8 1** receive the accounts of the Charity for the previous financial year
 - 2 8 2** receive the Trustees' report on the Charity's activities since the previous AGM
 - 2 8 3** accept the retirement of those Trustees who wish to retire or who are retiring by rotation
 - 2 8 4** elect persons to be Trustees to fill the vacancies arising
 - 2 8 5** appoint auditors for the Charity
 - 2 8 6** may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
 - 2 8 7** discuss and determine any issues of policy or deal with any other business put before them
- 2 9** Any general meeting which is not an AGM is an EGM
- 2 10** 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 members

3. THE TRUSTEES

3 1 The Trustees as charity trustees have control of the Charity and its property and funds

3 2 The Trustees when complete consist of at least four and not more than eleven individuals, all of whom must be a member of the Tone Mill Trust or of one of its member organisations. Each of the following organisations shall be entitled to appoint one person from amongst their elected members/officers to be their Nominated trustee

Somerset County Council
Taunton Deane Borough Council
Wellington Town Council
Somerset Building Preservation Trust

The appointment or removal or substitution of a Nominated Trustee shall be by notice in writing signed by an officer of the relevant Corporate Member and served at the Office. Any such notice shall have effect immediately upon service

3 3 The subscribers to the Memorandum are the first Trustees of the Charity

3 4 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 5 One third (or the number nearest one third) of the elected Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots

3 6 A Trustee's term of office automatically terminates if he or she

3 6 1 is disqualified under the Charities Act 1993 from acting as a charity trustee

3 6 2 is incapable, whether mentally or physically, of managing his or her own affairs

3 6 3 is absent without good reason from three consecutive meetings of the Trustees

3 6 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 6 5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)

3 6 6 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views]

or

3 6 7 ceases to have the required qualification or nomination as specified in 3 2

3 7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM

3 8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4. PROCEEDINGS OF TRUSTEES

- 4 1 The Trustees must hold at least four meetings each year
- 4 2 A quorum at a meeting of the Trustees is three Trustees
- 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 Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4 6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5. POWERS OF TRUSTEES

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

- 5 1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 5 2 to appoint a Chairman, Treasurer and other honorary officers from among their number
- 5 3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 5 4 to make Standing Orders consistent with the **Memorandum, these Articles** and the Act) to govern proceedings at general meetings
- 5 5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5 6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5 7 to establish procedures to assist the resolution of disputes within the Charity
- 5 8 to exercise any powers of the Charity which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

- 6 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
 - 6 1 1 annual reports
 - 6 1 2 annual returns
 - 6 1 3 annual statements of account
- 6 2 The Trustees must keep proper records of
 - 6 2 1 all proceedings at general meetings
 - 6 2 2 all proceedings at meetings of the Trustees
 - 6 2 3 all reports of committees and
 - 6 2 4 all professional advice obtained
- 6 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

7. NOTICES

- 7 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or [national] newspaper [circulating in area of benefit] or any newsletter distributed by the Charity
- 7 2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 7 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 7 3 2 two clear days after being sent by first class post to that address
 - 7 3 3 three clear days after being sent by second class or overseas post to that address
 - 7 3 4 on the date of publication of a newspaper containing the notice
 - 7 3 5 on being handed to the member [(or, in the case of a member organisation, its authorised representative)] personally or, if earlier,
 - 7 3 6 as soon as the member acknowledges actual receipt
- 7 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8. DISSOLUTION

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

9. INTERPRETATION

In the Memorandum in and in these Articles

"beneficiaries" means the people of Wellington Somerset and the nation as a whole

"The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"area of benefit" means Wellington Somerset

"these Articles" means these articles of association ["authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary]

"Chairman" means the chairman 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

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

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

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

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

"Secretary" means the Secretary of the Charity

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

"Trustee" means a director of the Charity and "Trustees" means all of the directors

"written" or "in writing" refers to a legible document on paper [not] including a fax message

"year" means calendar year

9.2 Expressions defined in the Act have the same meaning

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

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

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Date 30.8.07. [Date]

Witness to the above signatures


PATRICIA BULGER

SECRETARY

The Aok, Wantage,

Taunton, TA3 6JQ

[Name, address and occupation of witness]



[Signature of witness]