

The Companies Acts
Company Limited by Guarantee and not Having a Share Capital

Articles of Association of

ABC Training Trust

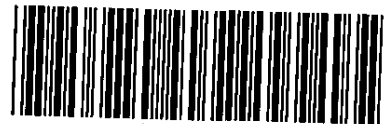
Company Number 06496769

Take notice that the following resolution was duly passed as a special resolution at a general meeting of the Company, attended by its sole member, the Association of British Climbing Walls (company number 03031032), duly convened at Westway Climbing Centre, 1 Crowthorne Road, London, W10 6RP on 18 September 2014.

As a Special Resolution

THAT the Articles of Association in the form circulated to the members on or before the date of the general meeting held on 18 September 2014 shall be adopted by the Company, in place of all previous Articles of Association.

THURSDAY



S75N7SAJ

SPE

10/05/2018

#104

COMPANIES HOUSE

The Companies Acts

Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
ABC Training Trust**

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
PK/TP1/202721/0002**

The Companies Acts
Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association
Adopted by Special Resolution on 18 September 2014

of

ABC Training Trust

THURSDAY

Name

COMPANIES HOUSE

1. The name of the company is ABC Training Trust. In this Memorandum and the company's Articles of Association it is called "the Charity".

Registered office

2. The registered office of the Charity is situated in England and Wales.

Objects

3. The objects of the Charity are to:
- (a) promote safety and community participation in healthy recreation and sport;
 - (b) advance the education of the public with a non-exclusive focus on climbing and associated activities
- by in particular (but without limitation) providing a nationally-recognised accreditation scheme to individuals participating in climbing on artificial climbing structures.

Powers

4. To further its objects the Charity may:
- 4.1 provide and assist in the provision of money, materials or other help;
 - 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
 - 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 4.5 provide or procure the provision of counselling and guidance;

- 4.6 provide or procure the provision of advice;
- 4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh charity may properly undertake;
- 4.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 4.11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 4.12 set aside funds for special purposes or as reserves against future expenditure;
- 4.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 delegate the management of investments to a financial expert or experts provided that:
 - 4.14.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 4.14.2 every transaction is reported promptly to the Trustees;
 - 4.14.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.14.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.14.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.14.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (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 or experts acting under their instructions and pay any reasonable fee required;

- 4.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.18 subject to the restriction in clause 4.20 raise funds by way of subscription, donation or otherwise;
- 4.19 accept (or disclaim) gifts of money and any other property;
- 4.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.21 incorporate subsidiary companies to carry on any trade;
- 4.22 subject to clause 5:
 - 4.22.1 engage and pay employees, consultants and professional or other advisers; and
 - 4.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 4.25 undertake and execute charitable trusts;
- 4.26 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 4.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.28 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 4.30 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:

4.30.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or

4.30.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her;

and

4.31 do all such other lawful things as may further the Charity's objects.

Limitation on private benefits

5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

5.2.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;

5.2.2 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article 90;

5.2.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:

(a) if such person is a Connected Person the procedure described in Article 77 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and

(b) this provision together with clause 5.2.9 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

5.2.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;

5.2.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;

- 5.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;
- 5.2.7 reasonable and proper out-of-pocket expenses of Trustees;
- 5.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.30 of this Memorandum;
- 5.2.9 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
 - (a) the procedure described in Article 77 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 5.3 The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in clauses 5.2.3 and 5.2.9 shall be treated as references to the Subsidiary Company.

Limited liability

- 6. The liability of the members is limited.
- 7. Every member of the Charity undertakes to contribute a sum not exceeding £1. to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:
 - 7.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up;
 - 7.3 for the adjustment of the rights of the contributories among themselves.

Winding up

- 8. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions

with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit maybe chosen by resolution of the members at or before the time of winding up or dissolution, and subject to any such resolution of the members may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

We, the subscriber to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

Name and Address of Subscriber

Guarantee

Signed by and on behalf of
Association of British Climbing Walls
of
c/o Mile End Climbing Wall, Haverfield Road, Bow,
London E3 5BE

£1

Date: 7th February 2007

The Companies Acts
Company Limited by Guarantee and not Having a Share Capital

Articles of Association

of

ABC Training Trust

Adopted by Special Resolution on 18 September 2014

Interpretation

1. In these Articles and the Memorandum the following terms shall have the following meanings:

Term	Meaning
1.1 "ABC Member"	a member of the Association of British Climbing Walls
1.2 "the ABC Trustee"	the Trustee appointed from time to time by the trustees of the Association of British Climbing Walls from their number
1.3 "address"	includes a number or address used for the purposes of sending or receiving documents by electronic means
1.4 "Annual Election Meeting"	the annual meeting of the ABC Members for the purpose of filling vacancies on the Board of Trustees
1.5 "Articles"	these Articles of Association of the Charity
1.6 "Association of British Climbing Walls"	the unincorporated association of that name whose correspondence address is c/o Mile End Climbing Wall, Haverfield Road, Bow, London E3 5BE
1.7 "BMC Member"	the British Mountaineering Council, a company limited by guarantee with company registered number 02874177
1.8 "clear days"	in relation to the period of a notice, that 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

1.9	"Charity"	ABC Training Trust
1.10	"Climbing Wall"	a centre providing climbing wall facilities in the United Kingdom
1.11	"Climbing Wall Trustee"	a Trustee who is a representative of a Climbing Wall and not a Regional Centre or part of one
1.12	"Companies Acts"	has the meaning given to it in section 2 of the Companies Act 2006
1.13	"Connected Person"	(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital
1.14	"electronic form" and "electronic means"	have the meanings respectively ascribed to them in the Companies Act 2006
1.15	"financial expert"	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
1.16	"hard copy" and "hard copy form"	have the meanings respectively ascribed to them in the Companies Act 2006
1.17	"Memorandum"	the Memorandum of Association of the Charity
1.18	"Primary Centre"	a Climbing Wall which is an ABC Member, designated as a primary centre by the Association of British Climbing Walls to provide advice and assistance to other Climbing Walls falling within its jurisdiction
1.19	"Primary Centre Trustee"	a Trustee who is a representative of a Regional Centre
1.20	"Secretary"	the secretary of the Charity
1.21	"Subsidiary Company"	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company

- 1.22 **Trustee and Trustees** the director and directors as defined in the Companies Acts
2. In these Articles and the Memorandum:
- 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles became binding on the Charity.
- 2.2 Subject to Article 2.1, any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Sole Member

3. The sole member of the Charity shall be the Association of British Climbing Walls.
4. Subject to the provisions of the Companies Acts, the Charity shall dispense with the holding of general meetings and all resolutions of the Charity shall be passed by way of written resolution signed by a duly appointed representative of the sole member. The date of each such written resolution shall be the date on which the duly authorised representative of the sole member signs.
5. If in accordance with the Companies Acts a general meeting is required to be called then the provisions of articles 40 to 63 inclusive of Table A as amended by Table C in force on the date of incorporation of the company shall apply to such meeting.

Associate Members

6. In addition to the classes established under Article 7, the Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as the Trustees think fit. The Trustees may admit and remove such associate members in accordance with such regulations as the Trustees shall make provided that:
- 6.1 no associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts; and
- 6.2 the Trustees may admit and remove any associate member in accordance with such regulations as the Trustees shall make.
7. The Trustees shall establish the following classes of associate membership:
- 7.1 ABC Members;
- 7.2 Other organisation Members.
8. If a person becomes an associate member as a representative of an unincorporated association or body, the name of the associate member, the name of the unincorporated association or body and the fact that the associate member is its representative shall be entered in the appropriate register of that class of associate members of the Charity. The unincorporated association or body shall be entitled to

replace the associate member who is its representative with another person by giving notice to the Charity and without it being necessary for the outgoing associate member to give notice or the incoming associate member to complete an application form.

9. Every corporate associate member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he or she is the representative of such associate member shall be noted in the appropriate register of that class of associate members of the Charity. A corporate associate member shall be able to replace its representative with another individual by giving notice to the Charity.

Patrons

10. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to receive accounts of the Charity when available to members.

Trustees

Number of Trustees

11. There shall be at least three Trustees.

Appointment, retirement, removal and disqualification of Trustees

12. Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees, all of whom shall be representatives of ABC members.
13. Thereafter, Trustees shall be appointed at Annual Election Meetings by the ABC Members in accordance with the provisions below.
14. At the first Annual Election Meeting, the first Trustees shall all retire from office. A retiring Trustee may be reappointed and, if so, shall be deemed to have been appointed for the first time for the purposes of Article 17.
15. From the end of the first Annual Election Meeting, as far as is reasonably practicable, there shall at all times be 9 Trustees, as follows:
 - 15.1 4 ABC member wall Trustees;
 - 15.2 4 unaffiliated Trustees;
 - 15.3 the ABC Trustee.
16. The ABC Trustee shall not be subject to the retirement of rotation provisions contained in these Articles.
17. At every Annual Election Meeting after the first Annual Election meeting, one-third of the Trustees who are subject to retirement by rotation, or the number nearest to

- one-third, shall retire from office. If there is only one Trustee who is subject to retirement by rotation, he or she shall retire.
18. Subject to the Companies Acts, the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot.
 19. Subject to Article 20, if the ABC Members at the meeting at which a Trustee retires by rotation do not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.
 20. A Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
 - 20.1 the anniversary of the commencement of his or her break from office; and
 - 20.2 if applicable, the Annual Election Meeting following the Annual Election Meeting at which his or her break from office commenced.
 21. No person may be appointed as a Trustee:
 - 21.1 unless he or she has attained the age of 18 years; or
 - 21.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles.
 22. No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any Annual Election Meeting unless:
 - 22.1 he or she is recommended by the Trustees; or
 - 22.2 at least 14 but not more than 35 clear days before the date appointed for the meeting, notice executed by a ABC Member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Charity's register of Trustees together with notice executed by that person of his or her willingness to be appointed or reappointed.
 23. At least seven but not more than 28 clear days before the date appointed for holding the Annual Election Meeting notice shall be given to all ABC Members qualified to vote at the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose that person at the meeting for appointment or reappointment as a Trustee. The notice shall give the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Charity's register of Trustees.

24. If the number of candidates eligible for election pursuant to Article 22 exceeds the number of vacancies, an election for the office of Trustee shall be held at the Annual Election Meeting to fill the vacancies. The conduct of the election and method for voting for candidates shall be operated according to such rules, regulations or standing orders as the Trustees may from time to time adopt.
25. Subject to the above Articles, the ABC Members may by ordinary resolution at the Annual Election Meeting appoint a person who is willing to act to be a Trustee to fill a vacancy.
26. Subject to the above Articles, the Trustees may appoint a person who is willing to act to be a Trustee to fill a vacancy provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following Annual Election Meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such Annual Election Meeting, he or she shall vacate office at the end of the meeting.
27. Subject to the above Articles, a Trustee who retires at an Annual Election Meeting may, if willing to act, be reappointed. If he or she is not reappointed, he or she shall retain office until the meeting appoints someone in his or her place, or if it does not do so, until the end of the meeting.
28. The office of a Trustee shall be vacated if:
 - 28.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;
 - 28.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee;
 - 28.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - 28.4 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
 - 28.5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
 - 28.6 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or
 - 28.7 notice in writing of removal from office signed by the Association of British Climbing Walls is received at the registered office of the Charity.

Powers of Trustees

29. Subject to the Companies Acts, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The

powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

30. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees or of summoning a general meeting of the Charity.
31. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
32. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

33. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.

Delegation of Trustees' powers

34. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
35. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

36. In the case of delegation to committees:
 - 36.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 36.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 36.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
 - 36.4 all delegations under this Article shall be variable or revocable at any time;

- 36.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 36.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
37. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
38. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

39. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 39.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 39.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 39.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Annual Election Meetings

40. Articles 41 to 63 shall apply to Annual Election Meetings.
41. The Trustees shall hold an Annual Election Meeting on an annual basis on such date, at such time and place as the Trustees from time to time think fit.
42. Subject to Articles 54 and 55, every ABC Member shall be entitled to attend, vote at and receive notice of Annual Election Meetings.

Length of notice

- 43.1 Unless Article 43.2 applies, all Annual Election Meetings shall be called by at least 14 clear days' notice.
- 43.2 The Trustees shall retain the absolute discretion to call an Annual Election Meeting by shorter notice as may be reasonably necessary in the circumstances.

Contents of notice

44. Every notice calling an Annual Election Meeting shall specify the place, day and time of the meeting.

Service of notice

45. Notice of Annual Election Meetings shall be given to every ABC Member, to the Trustees and to any patron(s) of the Charity.

Manner of serving notice

46. Notice of Annual Election Meetings shall be served in accordance with Articles 84 to 89.

Quorum

47. No business shall be transacted at any Annual Election Meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a ABC Member or a proxy for a ABC Member or a duly authorised representative of a corporate ABC Member, or 10% of the total membership, whichever is the greater, shall be a quorum. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the ABC Members present shall be a quorum.

Attendance

48. A Trustee may attend and speak at any Annual Election Meeting.

Chair

49. The chair of the Trustees, or in his or her absence some other Trustee nominated by the Trustees, shall preside as chair of every Annual Election Meeting, but if neither the chair nor such other Trustee (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair. If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the ABC Members present and entitled to vote shall choose one of their number to be chair save that a proxy holder shall not be entitled to be appointed chair.

Adjournment

50. The chair may, with the consent of an Annual Election Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When an Annual Election Meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the

time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

Voting

51. A resolution put to the vote of an Annual Election Meeting shall be decided on a show of hands.
52. On a show of hands every ABC Member present in person or by proxy shall have one vote.
53. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
54. No ABC Member shall be entitled to vote at any Annual Election Meeting unless all monies presently payable by him or her to the Charity have been paid.
55. An ABC Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote by his or her receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office of the Charity, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
56. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Proxies

57. A proxy shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):-

"ABC Training Trust

[Name of ABC Member appointing the proxy:

Address:

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Charity to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against *abstain

Resolution No 2 *for *against *abstain

***Strike out whichever is not desired.**

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed:

Dated:"

58. Unless a proxy notice indicates otherwise, it must be treated as:
- 58.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 58.2 appointing that person as a proxy in relation to any adjournment of the Annual Election Meeting to which it relates as well as the meeting itself.
59. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:
- 59.1 in the case of an instrument in writing be deposited at the registered office of the Charity or at such other place within the United Kingdom as is specified in the notice convening the Annual Election Meeting or in any instrument of proxy sent out by the Charity in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 59.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
- 59.2.1 in the notice convening the meeting, or
- 59.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting, or
- 59.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting, be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
60. A proxy for an ABC Member who is entered on the register of ABC Members as being a representative of an unincorporated association or body may be appointed either by the ABC Member or by the unincorporated association or body.
61. A vote given by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting unless notice of the termination was received by the Charity at the registered office of the Charity or at such other place at which the instrument of proxy was duly deposited

or, where the appointment of the proxy was sent by electronic means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given.

62. An appointment under a proxy notice may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy instrument only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

Remote attendance

63. The Charity may make arrangements for ABC Members to attend an Annual Election Meeting by televisual or other electronic or virtual means provided that all remote attendants may securely identify themselves, hear the proceedings and cast their votes on line.

Written resolutions

64. The sole member signifies its agreement to a proposed written resolution when the Charity receives from it an authenticated document identifying the resolution to which it relates and indicating its agreement to the resolution.

- 64.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of a duly appointed representative of the sole member:

- 64.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the signature of a duly appointed representative of the sole member or if the identity of the duly appointed representative of the sole member is confirmed in a manner specified by the Charity if it is accompanied by a statement of the identity of the duly appointed representative of the sole member and the Charity has no reason to doubt the truth of that statement if it is from an email address specified by the sole member to the Charity for the purposes of receiving documents or information by electronic means.

Trustees' meetings

65. Articles 66 to 76 shall apply to Trustees' meetings.

Notice

66. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting.

67. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice, or unless all the Trustees entitled to attend and vote at that meeting agree to shorter notice.

68. Notice of Trustees' meetings shall be given to each Trustee.

69. Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

70. Notice of Trustees' meetings shall be given in accordance with Articles 84 to 89 provided that each Trustee shall be deemed to have agreed to receive notice of Trustees' meetings by telephone.

Quorum

71. The quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be three.

Chair

72. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

Decision making by Trustees at meetings

73. Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Virtual meetings

74. A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Unanimous decisions by written/email resolution

75. A decision made by resolution in writing of the Trustees shall be as valid and effectual as if it had been passed at a Trustees' meeting duly convened and held, provided the following conditions are complied with:

- 75.1 all of the Trustees must signify their approval of the written resolution;
 - 75.2 a written resolution may consist of several instruments in like form each signed by one or more Trustees and/or approval from a Trustee sent by electronic means; and
 - 75.3 the date of a written resolution shall be the date on which the last Trustee signifies their approval.
76. A resolution of the Trustees which is wholly or partly approved by email under Article 75 shall be as valid and effectual as if it had been passed at a Trustees' meeting duly convened and held, provided the following conditions are complied with:
- 76.1 approval from each Trustee must be received by such person as all the Trustees shall have nominated in advance for that purpose ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
 - 76.2 approval from a Trustee must be sent from an email address previously notified in writing (not using electronic means) by that Trustee to the Secretary (or if there is no Secretary, to the chair) as intended for use by that Trustee for the purpose;

- 76.3 following receipt of a response on any resolution from each of the Trustees, the Recipient shall circulate a further email to all of the Trustees confirming whether the resolution has been formally approved by the Trustees in accordance with this Article;
- 76.4 the date of a resolution shall be the date of the email from the Recipient confirming formal approval.

General

Conflicts of interest

77. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting (whether a general meeting or a Trustees' meeting), and whenever a Trustee has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a Trustees' meeting (whether a general meeting or a Trustees' meeting), he or she must:
- 77.1 declare an interest before discussion begins on the matter;
- 77.2 withdraw from that part of the meeting unless expressly invited to remain (or decline to participate in any discussion on the matter unless expressly invited to do so);
- 77.3 in the case of personal interests not be counted in the quorum for that part of the meeting (or decision-making process); and
- 77.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

Irregularities

78. The proceedings at any meeting or the passing of a written resolution shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Companies Acts.

Treasurer

79. The Trustees shall appoint one of their number to be the treasurer of the Charity to perform such duties as the Trustees shall see fit. The Trustees may at any time remove him or her from office.

Secretary

80. Prior to section 270 of the Companies Act 2006 coming into force a Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If and when section 270 of the Companies Act 2006 comes into force a Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 80.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 80.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

Minutes

- 81. The Trustees shall cause minutes to be made in books kept for the purpose:
 - 81.1 of all appointments of officers made by the Trustees;
 - 81.2 of all resolutions of the Charity and of the Trustees; and
 - 81.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

Records and accounts

- 82. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 82.1 annual reports;
 - 82.2 annual returns;
 - 82.3 annual statements of account.
- 83. The Trustees shall maintain an appropriate register for each class of associate members of the Charity.

Communications by and to the Charity

- 84. For the purposes of Articles 84 to 89, the term "person" includes both members and associate members of the Charity. Subject to the provisions of the Companies Acts and these Articles:
 - 84.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Charity) by making it available on a website;

- 84.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
- 84.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.
85. Any document or information (including any notice) sent to a person under the Articles may be sent to the person's postal address as shown in the Charity's relevant register or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the person, provided that:
- 85.1 a person whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no person shall be entitled to receive any notice from the Charity; and
- 85.2 the Charity is not required to send notice of a meeting or any other documents to a person for whom it no longer has a valid address.
86. Any document to be served on the Charity or by any person on any officer of the Charity under the Articles may only be served:
- 86.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
- 86.2 in the case of documents in electronic form, by sending them by electronic means:
- 86.2.1 to an address notified to the person for that purpose; and
- 86.2.2 from an address previously notified to the Charity by the person (other than by electronic means) for the purpose of sending and receiving documents and information.
87. A person present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
88. Where a document or information is sent or supplied under the Articles:
- 88.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 88.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be

- deemed to be effected on the same day on which it is sent or supplied. In proving such service it will be sufficient to prove that it was properly addressed.
- 88.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
- 88.3.1 the material is first made available on the website; or
- 88.3.2 (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
89. Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:
- 89.1 if the document or information has been sent to a person and is notice of a meeting of the Charity or (in the case of the sole member) a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the person's postal address as shown in the Charity's relevant register, but may in its discretion choose to do so; and
- 89.2 in all other cases, the Charity will send a hard copy of the document or information to the person's postal address as shown in the Charity's relevant register, or in the case of a recipient who is neither the sole member nor an associate member, to the last known postal address for that person.
- 89.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

90. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

91. The Trustees shall have power to resolve pursuant to clause 4.30 of the Memorandum to effect Trustees' indemnity insurance, despite their interest in such policy.

Winding-up

92. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

Regulations

93. The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Charity and its affairs, as to the duties of any officers or employees of the Charity, as to the conduct of business of the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such regulations shall not be inconsistent with the Companies Acts, the Memorandum, the Articles or any rule of law.

Name and Address of Subscriber

Signed by and on behalf of
Association of British Climbing Walls
of
c/o Mile End Climbing Wall, Haverfield Road, Bow,
London E3 5BE

Date: 7th February 2007