

Company No. 6854359

Charity No:

THE COMPANIES ACTS 1985 - 2006
COMPANY LIMITED BY GUARANTEE

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
ACADEMY FM FOLKESTONE

(As amended by special resolution dated 28 May 2010)

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Company No 6854359

Charity No'

Companies Acts 1985 - 2006

Company limited by guarantee and not having a share capital

Memorandum of Association

of

Academy FM Folkestone

(As amended by special resolution dated 28 May 2010)

1 Name

The name of the company is 'Academy FM Folkestone' ('**the Charity**')

2 Registered Office

The registered office of the Charity will be in England and Wales

3 Objects

The Objects of the Charity ('**the Objects**') are

- 3 1 to advance the education of students of the Folkestone Academy (and such other educational institutions as the Trustees shall decide from time to time) and the inhabitants of Folkestone and surrounding areas in radio communication, production and broadcasting and other media skills, and
- 3 2 to advance the education of the public through radio broadcasts on such topics that further charitable purposes as the trustees shall determine, including, but not limited to the advancement of health, the relief of poverty and such other purposes that are currently recognised as charitable and any new charitable purposes

4 Powers

- 4 1 The Charity has the following powers, which may be exercised only in promoting the Objects
 - (a) to establish and operate a community radio station
 - (b) to support, administer or establish other charities or other bodies,

- (c) to consult, advise, co-operate with or assist others,
- (d) to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration),
- (e) to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever,
- (f) to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force),
- (g) to write, print, publish, issue, produce and circulate materials in any medium,
- (h) to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee,
- (i) to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits,
- (j) to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same,
- (k) subject to such consents or procedures as may be required by law, to borrow money and give security for loans,
- (l) to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine,
- (m) subject to such consents or procedures as may be required by law, to let, license or dispose of all or any assets held from time to time by or on behalf of the Charity,
- (n) to set aside funds for special purposes or as reserves against future expenditure,
- (o) to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including but not limited to the

establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may for the time being be imposed or required by law,

- (p) to delegate the management of investments to a Financial Expert, but only on terms that
 - (1) the investment policy is set down in writing for the Financial Expert by the Trustees,
 - (2) the performance of the investments is reviewed regularly with the Trustees,
 - (3) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (4) the investment policy and the delegation arrangement are reviewed by the Trustees at least once a year,
 - (5) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Trustees on receipt, and
 - (6) the Financial Expert does not do anything outside the powers of the Trustees,
- (q) to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required,
- (r) to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Clause 5, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their widows, children or other dependants,
- (s) to delegate functions to committees, officers and/or employees or other staff of the Charity,
- (t) to insure the property of the Charity (including, for the avoidance of doubt any property not owned by the Charity but under its control) against any foreseeable risk and to take out other insurance policies to protect the Charity when required,

- (u) subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) to the extent permitted by the Act and to pay for indemnity insurance for the trustees,
- (v) to enter into contracts of any type, including contracts to provide services to or on behalf of other bodies or persons,
- (w) to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Charity) to assist or act as agents for the Charity or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Charity,
- (x) to amalgamate with any other bodies that are charitable and have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their Members at least to the same extent as such payments are restricted under this Memorandum,
- (y) to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity,
- (z) to do any such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects, and
- (aa) to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, either alone or in conjunction with or through the medium of others

5 Application of Income and Property

5.1 The property and funds of the Charity must be used only for the promotion of the Objects and do not belong to the Members. No part of the income or capital may be paid or transferred, directly or indirectly, to the Members, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the provision of goods or services to a Member or Trustee who is a beneficiary of the Charity in that capacity or the payment of

- (a) reasonable and proper remuneration to any officer, employee or Member in return for any goods or services provided to the Charity,
- (b) a reasonable rate of interest on money lent to the Charity,

- (c) a reasonable rent or hiring fee for property let or hired to the Charity,
- (d) sums to any company in which a Member has no more than a 1 per cent shareholding,
- (e) premiums on the indemnity insurance referred to in Clause 4 1(u),
- (f) charitable grants or other assistance to a member which are to be applied for charitable purposes, or
- (g) any sum (or the transfer of any asset) to a member in accordance with Clause 8 where it is to be applied for charitable purposes

5 2 A Trustee must not receive any payment or other Material Benefit from the Charity except

- (a) as permitted by law,
- (b) as mentioned in Clauses 5 1 and 5 3,
- (c) cover provided under a policy of trustee liability insurance,
- (d) trustee indemnity in accordance with Clause 4 1(u),
- (e) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Charity's business,
- (f) in exceptional cases, other payments or benefits (but only with the prior written approval of the Charity Commission)

5 3 Any Trustee (or any firm or company of which a Trustee is a partner, director, 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

- (a) the goods or services are actually required by the Charity,
- (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services,
- (c) no more than one half of the Trustees are subject to such a contract in any financial year, and
- (d) the Trustees comply with the procedures set out in Clause 5 4 and any such additional procedures as are required by law

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

- (a) declare an interest as or before discussion begins on the matter,
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting,
- (d) withdraw during the vote and have no vote on the matter, and
- (e) comply with such additional procedures as are required by law

5 5 If a Conflict of Interests arises for a Trustee in relation to a proposed course of action and no other provision in the Memorandum or the Articles authorises the proposed course of action despite such Conflict of Interests, those Trustees for whom such Conflict of Interests has not arisen may, if they consider that it is in the best interests of the Charity to do so, authorise the proposed course of action despite such Conflict of Interests at a meeting of the Trustees conducted in accordance with clause 5 4, for the purposes of which the relevant Conflict of Interests shall be regarded as the personal interest of the Trustee for whom that Conflict of Interests has arisen. The Trustee for whom the Conflict of Interests has arisen shall act in relation to the course of action and at all times in the best interests of the Charity.

5 6 This Clause 5 may not be amended without the prior written consent of the Charity Commission.

6 **Limited Liability**

The liability of the Members is limited.

7 **Guarantee**

Each Member promises to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity if the Charity is dissolved while he is a Member or within 12 months after he ceases to be 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:

- (a) by transfer to one or more other organisations established for exclusively charitable purposes within, the same as or similar to the Objects, or
- (b) directly for the Objects or charitable purposes within, the same as or similar to the Objects.

9 Interpretation

Words and expressions defined in the Articles have the same meanings in the Memorandum

We wish to be formed into a company under this Memorandum

NAMES AND ADDRESSES OF SUBSCRIBERS

Ian Philip Johnson
23 Dumpton Park Drive
Ramsgate
Kent
CT11 8AD

Roger De Haan
Strand House
125 Sandgate High Street
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CT20 3BZ

Dated 20 March 2009

Company No 6854359
Charity No.

Companies Acts 1985 - 2006

Company limited by guarantee and not having a share capital

Articles of Association

of

Academy FM Folkestone

(As amended by special resolution dated 28 May 2010)

1 Table C

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Charity

2 Interpretation

2.1 In these Articles and the Memorandum

'the Act'	means the Companies Act 1985 including any statutory modification or re-enactment of it from time to time in force and any provisions of the Companies Act 2006 from time to time in force,
'the Articles'	means these articles of association,
'Chairman'	means the chairman of the Trustees who is himself a Trustee,
'charitable purposes'	means purposes that are exclusively charitable under the laws of England and Wales and 'charitable' shall be construed accordingly,
'the Charity'	means the company governed by the Articles,
'the Charity Commission'	means the Charity Commission for England and Wales,

'clear day'	means 24 hours from midnight following the relevant event,
'Conflict of Interests'	means a direct or indirect conflict of interests or possible conflict of interests,
'electronic communication'	means electronic communication as defined in the Electronic Communications Act 2000,
'Financial Expert'	means an individual, company or firm who is an authorised or exempt person within the meaning of the Financial Services and Markets Act 2000,
'General Meeting'	means a meeting of the Members of the Charity,
'Material Benefit'	means a benefit (whether direct or indirect) which may or may not be financial but which has a monetary value,
'Members' and 'membership'	refer to legal membership of the Charity for company law purposes,
'the Memorandum'	means the Charity's memorandum of association,
'month'	means calendar month,
'the Objects'	means the Objects of the Charity as set out in Clause 3 of the Memorandum,
'Secretary'	means any secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary,
'Trustee'	means a trustee of the Charity and 'Trustees' means all of the Trustees or a duly convened meeting of the Trustees For the avoidance of doubt, the Trustees are the directors (for the purposes of the Act) and the charity trustees of the Charity,
'written' or 'in writing'	refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form), and

'year' means a calendar year

- 2 2 Words importing the masculine gender only shall include the feminine gender Words importing the singular number only shall include the plural number, and vice versa
- 2 3 Subject to this Article 2, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act
- 2 4 Any reference to 'person' or 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, charities and trusts (in each case whether or not having separate legal personality)
- 2 5 any reference to a statute, statutory provision or subordinate legislation ('legislation') shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation

3 Membership

- 3 1 The Charity shall keep a Register of Members as required by the Act The first Members are the subscribers to the Memorandum and Articles
- 3 2 The Trustees from time to time shall be *ex officio* the only Members

4 General Meetings

- 4 1 The Trustees may call a General Meeting at any time and must call a General Meeting if they receive a requisition by the Members in accordance with the Act
- 4 2 A General Meeting must be called by at least 14 clear days' notice
- 4 3 Subject to the provisions of these Articles and the Act, a meeting of the Charity may be called by shorter notice, if so agreed by all the Members entitled to attend and vote at that meeting
- 4 4 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted The text of all special resolutions to be proposed at the meeting must be set out in the notice
- 4 5 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the Members and to the auditors of the Charity

5 Proceedings at General Meetings

- 5 1 No business shall be transacted at any General Meeting unless a quorum is present. The quorum for General Meetings may be fixed by the members and unless so fixed at any other number shall be the lesser of two or all the Members.
- 5 2 If the requirement of Article 5 1 is not satisfied 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 Members present may determine.
- 5 3 The Members shall from within their number elect a chairman to chair the meeting.
- 5 4 The chairman of the meeting may, with the consent of the Members, (and shall if so directed by the Members) 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 a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 5 5 A resolution put to the vote of a meeting shall be decided on a show of hands of those Members entitled to vote. Subject to the provisions of the Act, a poll may be demanded. If a poll is demanded it shall be taken in such manner as the chairman, acting reasonably, directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.
- 5 6 A resolution shall be duly passed if a simple majority, or such higher percentage as may be required by the Act or these Articles, of the votes cast at the meeting are in favour of the resolution.
- 5 7 Subject to the provisions of the Act, a written resolution agreed by such proportion of those entitled to attend and vote at a General Meeting at the date of circulation of the resolution as may be required by the Act is as valid as a resolution actually passed at a General Meeting. A written resolution will lapse if it is not passed within 1 month of the date on which it is circulated.
- 5 8 An instrument appointing a proxy shall be in such form and be deposited in such manner as the Trustees may determine from time to time.

5 9 No objection shall be raised to the qualification of a 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 chairman of the meeting whose decision shall be final and conclusive.

5 10 Any member may participate in a General Meeting by means of telephone, or some other oral form of communication whereby all persons participating in the meeting can hear each other and speak to each other, and participation in a meeting in this manner shall constitute presence in person at such meeting.

6 Appointment of Trustees

6 1 The subscribers to the Memorandum are the first Trustees.

6 2 The Trustees may appoint a person who is willing to act to serve as a Trustee for such a term as they shall see fit, either to fill a vacancy or as an additional Trustee. A retiring Trustee may be reappointed by the Trustees. There shall be no limit to the number of times a Trustee may be reappointed.

6 3 If the number of Trustees shall fall below two, the remaining Trustee may act only for the purposes of appointing new or additional Trustees.

7 Disqualification and Removal of Trustees

7 1 A Trustee's term of office automatically terminates if he

- (a) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Trustee,
- (b) resigns by written notice to the Trustees,
- (c) is removed from office by the Members pursuant to the Act,
- (d) is absent without permission from more than three consecutive meetings of the Trustees,
- (e) becomes prohibited by law from being a charity trustee or a company director,
- (f) becomes bankrupt or makes any arrangement or composition with his creditors generally,
- (g) ceases to be a Member for whatever reason, or
- (h) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974.

8 Chairman of the Trustees

8 1 The Chairman of the Trustees shall be elected by the Trustees from among their number

9 Proceedings of the Trustees and the Chairman

9 1 The Trustees shall have the control of the Charity and its property and funds

9 2 The Trustees shall have power to exercise any powers of the Charity that are not reserved to the Members

9 3 Subject to the provisions of these Articles and the Act, the Trustees may regulate their proceedings as the Trustees think fit. A Trustee may call a meeting of the Trustees

9 4 The minimum number of meetings of the Trustees to be held each year may be fixed by the Trustees from time to time and unless so fixed shall be two

9 5 Questions arising at a meeting of the Trustees shall be decided by a majority of the votes of the Trustees. In the case of an equality of votes, the person presiding at the meeting shall have a second or casting vote

9 6 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be two Trustees

9 7 All acts done by a meeting of the Trustees or of a committee appointed under Article 11, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote

9 8 A written resolution agreed by all of the Trustees entitled to receive notice of a meeting of the Trustees and to vote on the issue in question is as valid as a resolution actually passed at a meeting of the Trustees duly convened and held

9 9 Any Trustee may participate in a meeting of the Trustees by means of telephone, or some other oral form of communication whereby all persons participating in the meeting can hear each other and speak to each other, and participation in a meeting in this manner shall constitute presence in person at such meeting

10 Secretary

10 1 The Charity may, but is not required to, have a Secretary. Any such Secretary will be appointed by the Trustees for such term, at such remuneration and upon such conditions

as the Trustees may think fit and any Secretary so appointed may be removed by the Trustees. A Secretary may be, but does not have to be, a Trustee

11 Committees

- 11 1 The Trustees may establish a committee or committees comprising such persons as they shall think fit provided that each committee must include at least one Trustee
- 11 2 The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may from time to time prescribe
- 11 3 No meeting of any committee shall be quorate unless at least one Trustee is present and no resolution of any committee shall be passed unless the Trustee present or, if more than one are present, the majority of the Trustees present and the majority of the remainder of the committee vote in favour of the resolution
- 11 4 All proceedings of committees must be reported promptly to the Trustees

12 Minutes

- 12 1 The Trustees shall cause minutes to be made in books (or other recordable format) kept for the purpose
 - (a) of all appointments of officers made by the Trustees, and
 - (b) of all proceedings at meetings of the Charity, the Trustees, and committees, including the names of the persons present at each such meeting
- 12 2 Minutes of all meetings of the Trustees and General Meetings and copies of all resolutions must be kept for a minimum of 10 years and available for inspection in accordance with the Act

13 Notices

- 13 1 Any notice to be sent to or by any person pursuant to these Articles, except a notice calling a meeting of the Trustees, shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article 'address' in relation to electronic communications includes any number or address used for the purpose of such communications
- 13 2 The Charity may give any notice to Members either personally, by electronic communication or by sending it by post in a prepaid envelope addressed to a Member at his address or by leaving it at that address

- 13 3 Any notice, if served by post, shall be deemed to have been served on the second day following that on which the envelope containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was sent to an email address.
- 13 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 13 5 If a Member is present at a General Meeting or a Trustee is present at a meeting of the Trustees he shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

14 Accounts

- 14 1 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Charity and otherwise complying with the Act shall be kept at the registered office or such other place within the United Kingdom as the Trustees think fit.
- 14 2 The Trustees shall comply with the requirements of the Act and the Charities Act 1993 in relation to the inspection by members of the minute books and annual accounts of the Charity but subject to those restrictions may impose reasonable restrictions as to the time and manner of any such inspection.
- 14 3 The Trustees shall comply with the requirements of the Act in sending copies of such accounts or summary of financial statements, balance sheets and reports or any other document required by law to be annexed or attached to them to all persons entitled to receive notice of General Meetings of the Charity at the time when the accounts are filed with the Registrar of Companies, which must be within nine months of the end of each financial year.

15 Winding Up

- 15 1 On the winding up and dissolution of the Charity the provisions of the Memorandum shall have effect as if repeated in these Articles.

16 Indemnity

- 16 1 The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

We wish to be formed into a company under these Articles

NAMES AND ADDRESSES OF SUBSCRIBERS

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Dated 20 March 2009