

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE 3G'S DEVELOPMENT TRUST

38 31737

1. The Company's name is The 3G's Development Trust ("the Company").
2. The Company's registered office will be situated in Wales.

3. **OBJECTS**

The Company's objects are the promotion for the public benefit of urban regeneration in the New Gurnos, the Old Gurnos and the Galon Uchaf estates in the Merthyr Tydfil County Borough, and the surrounding neighbourhoods ("the Benefit Area") by all or any of the following means:-

- a. the relief of poverty;
- b. the relief of unemployment;
- c. the advancement of education, training or retraining, particularly among unemployed people and providing unemployed people with work experience;
- d. the provision of financial assistance, technical assistance or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
 - (i) in setting up their own business; or
 - (ii) to existing businesses.
- e. the creation of training and employment opportunities by the provision of workspace, buildings, and/or land for use on favourable terms;

- f. the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing;
- g. the maintenance, improvement or provision of public amenities;
- h. the promotion of the conservation, protection and improvement of the physical and natural environment and the heritage of the Benefit Area and the advancement of public education in environmental matters and the heritage of the Benefit Area and of better ways of conserving, protecting and improving the physical and natural environment;
- i. the provision in the interests of social welfare of facilities for recreation and leisure time occupation for the public at large or those who by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- j. the provision of public health facilities and childcare;
- k. the promotion of public safety and prevention of crime;
- l. such other means as may from time to time be charitable under the law of England and Wales ("the Objects").
- m. The provision and promotion of Arts, Culture and Media Services, Facilities and Activities.

4. POWERS

To promote the Objects but not for any other purpose the Company may:-

- 4.1 bring together all human and material resources of whatsoever kind, give or procure such advice, take such initiatives, provide such services and proffer such assistance as shall be considered appropriate;
- 4.2 enquire into and survey or otherwise investigate the needs of those who may be benefited hereunder;
- 4.3 educate the public regarding the use or abuse of the environment and promote awareness regarding conservation and improvement of the physical and natural environment;

- 4.4 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.5 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;
- 4.6 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
- 4.7 provide or procure the provision of counselling and guidance;
- 4.8 purchase, lease, hire, receive in exchange, or as a gift, any interest whatever in real or personal property and equip it for use;
- 4.9 subject to any consent required by law sell, purchase, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- 4.10 subject to any consent required by law borrow and raise money on such terms and security as the Company may think suitable;
- 4.11 raise funds and invite and receive contributions from any person(s) provided that the Company shall not undertake any permanent trading activities in raising funds;
- 4.12 carry on trade in the course of carrying out one of its objects;
- 4.13 carry on temporary trade ancillary to carrying out its objects;
- 4.14 incorporate wholly owned subsidiary companies to carry on any trade;
- 4.15 employ and pay employees and professional or other advisors;
- 4.16 grant pensions and retirement benefits to employees of the Company and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Company and their dependants;
- 4.17 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions;

- 4.18 co-operate with third parties, including local authorities and other non-charitable bodies (but not so as to confer any bounty upon them);
 - 4.19 undertake and execute any charitable trusts which may lawfully be undertaken by it;
 - 4.20 invest and deal with the Company's money not immediately required for the Objects in or upon any investments, securities, or property;
 - 4.21 to lend money and give credit, to take security for such loans and credit and to guarantee and become or give security for the performance of contracts by any person or company;
 - 4.22 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
 - 4.23 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the Company's objects;
 - 4.24 pay out of its funds the costs of forming and registering the Company;
 - 4.25 to take out any insurance in respect of any matter in which the Company has an insurable interest;
 - 4.26 pay out of the funds of the Company the cost of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any of them) 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 Company. No such insurance shall extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
 - 4.27 do all such other lawful things as shall further the Company's objects.
5. The income and property of the Company shall be applied solely towards the promotion of the Objects. No part shall be paid or

transferred directly or indirectly to any Member or Director except for payment in good faith of:-

- 5.1 any reasonable and proper remuneration to corporate Organisation Members or unincorporation bodies represented by Organisation Members as referred to in clause 6 below for any services rendered to the Company;
 - 5.2 reasonable and proper remuneration to any employee (not being a Director)
 - 5.3 reasonable and proper travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any Member officer or employee of the Company;
 - 5.4 interest on money lent to the Company at a reasonable and proper rate;
 - 5.5 reasonable and proper rent for premises or equipment let to the Company;
 - 5.6 fees, or other benefits to any company of which a Director is also a member holding not more than 1/100th part of the capital;
 - 5.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.26 of this Memorandum;
 - 5.8 the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf; except that at no time shall a majority of the Members or of the Directors benefit under this provision and provided that any such Member or Director shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.
6. Corporate Organisation Members or unincorporated bodies represented by Organisation Members may enter into contracts with the Company and receive reasonable and proper remuneration for the provision of such services provided that any Director who is also a Board Member or employee of any such corporate Organisation Member or such unincorporated body shall withdraw from the part of any meeting at which the remuneration of such relevant corporate Organisation Member or unincorporated body is under discussion.
7. The liability of the Members is limited.

8. Every Member undertakes to contribute such amount as may be required, not exceeding £1, to the Company's assets if it should be wound up while they are a Member or within one year after they cease to be a Member:-
 - 8.1 for the payment of the Company's debts and liabilities contracted before they ceased to be a Member;
 - 8.2 for the costs, charges and expenses of winding up; and
 - 8.3 for the adjustment among themselves of the rights of persons who have contributed to the Company's assets.
9. If any property remains after the Company has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Company and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as Clause 5 of this Memorandum imposes upon the Company. The institution or institutions which are to benefit shall be chosen by the Members at or before the time of winding up or dissolution.
10. Terms defined in the Company's Articles of Association shall have the same meanings in this Memorandum.

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

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

Guarantee

1. Signature: £1

Name:

Position:

As the nominated representative of Galon Uchaf Residents Board
of

Address:

Date:

Witness to the above signature:

Signature:

Name:

Address:

Occupation:

2. Signature: £1

Name:

Position:

As the nominated representative of Old Gurnos Tenants and
Residents Association of

Address:

Date:

Witness to the above signature:

Signature:

Name:

Address:

Occupation:

3. Signature: £1

Name:

Position:

As the nominated representative of New Gurnos Residents Board
of

Address:

Date:

Witness to the above signature:

Signature:

Name:

Address:

Occupation:

4 Signature: £1

Name:

Position:

For and on behalf of Safer Merthyr Tydfil Limited of

Address:

Date:

Witness to the above signature:

Signature:

Name:

Address:

Occupation:

5. Signature: £1

Name:

Position:

For and on behalf of Groundwork Merthyr and Rhondda Cynon
Taff of

Address:

Date:

Witness to the above signature:

Signature:

Name:

Address:

Occupation:

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
THE 3G'S DEVELOPMENT TRUST

INTERPRETATION

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

Term	Meaning
1.1 "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force;
1.2 "Articles"	these Articles of Association of the Company;
1.3 "the Associations"	the New Gurnos Residents' Board, the Old Gurnos Tenants' and Residents' Association and the Galon Uchaf Residents' Board;
1.4 "Benefit Area"	the New Gurnos the Old Gurnos and the Galon Uchaf estates in the Merthyr Tydfil County Borough and the surrounding neighbourhoods;
1.5 "Chairperson"	the Chairperson of the Directors and the Company appointed on an interim basis pursuant to Article [50.6] or otherwise appointed pursuant to Article [76];

1.6	“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;
1.7	“Company”	the 3G’s Development Trust;
1.8	“Director and Directors”	a director and the directors of the Company as defined in the Act (who are directors for company law purposes and trustees for charity law purpose);
1.9	“Founder Professional Agencies”	Groundwork Merthyr and Rhondda Cynon Taff (Registered Company Number 208537; Registered Charity Number 518632) Registered Office: Fedw Har, Llwydcoed, Aberdare, Mid- Glamorgan. CF44 0DX and Safer Merthyr Tydfil Limited (Registered Company Number: 3361902; Registered Charity Number: 1062150) Registered Office: The Bus Station, Castle Street, Mid Glamorgan;
1.10	“Member and Members”	a member and the members of the Company as defined in the Act;
1.11	“Memorandum”	the Memorandum of Association of the Company;
1.12	“Office”	the registered Office of the Company;
1.13	“person”	refers to any individual or corporate body;
1.14	“Professional Agencies”	The Founder Professional Agencies and such other organisations providing services within the Benefit Area as (being corporate) are admitted AS Organisation Members or (being unincorporated) whose authorised representatives are admitted as Organisation Members (excluding the Local Authority and the nominated representatives of the Associations);
1.15	“Secretary”	the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary.

- 1.16 “Vice-Chairperson” the vice-chairperson of the Company as appointed pursuant to Article [77];
- 1.17 “Treasurer” the Treasurer of the Company as appointed pursuant to Article [77].
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Company.

MEMBERSHIP

3. Membership Categories

There shall be two categories of Member : Individual Members and Organisation Members.

4. Individuals Members

Any individual (over the age of 18) may be admitted as an Individual Member if he/she lives or works in or resorts to the Benefit Area or in the opinion of the Directors he/she supports the objects of the Company.

5. Organisation Members

A corporate organisation or a nominated representative (over the age of 18) of an unincorporated organisation may be admitted as an Organisation Member if the relevant corporate or unincorporated organisation provides services to those living or working in, or resorting to the Benefit Area.

6. The Founder Professional Agencies, and nominated representatives of each of the Associations shall be the first Organisation Members.
7. Every corporate Organisation Member shall appoint an individual to represent it at meetings of the Company and the name of such representative and the fact that he or she is the representative of such Member shall be noted in the register of Members. A corporate Member may replace its representative with another individual by giving notice in writing to the Company.
8. If an individual becomes an Organisation Member as a representative of an unincorporated organisation, the name of the Member, the name of the organisation and the fact that the Member is its representative shall be entered in the register of Members.

9. Subject to Article [12], an unincorporated organisation shall be able to replace the Member who is its representative with another individual by giving notice in writing to the Company and without it being necessary for the outgoing Member to give notice or the incoming Member to complete an application form.
10. **Admittance to Membership**
11. Every person who or which is eligible to and wishes to become a Member shall deliver to the Company a written application for Membership in such form as the Directors require signed by him or her or signed on its behalf. Such person shall (subject to Article [12]) be admitted to membership within the appropriate membership category upon payment of any applicable subscription and the Directors shall use their reasonable endeavours to ensure that all properly submitted membership applications are processed within 28 days of receipt.
12. Notwithstanding the other provisions of these Articles, Directors may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.
13. **Membership Subscriptions**
- The Directors may in their discretion levy subscriptions on all Members of the Company at such rate(s) as they shall decide and may levy subscriptions at different rates on different categories of Member.
14. Any Member who has not paid their subscription within 30 days of the date on which it falls due shall thereby cease to be entitled to any benefits and rights of membership (including the right to call, attend and vote at General Meetings and to receive notice of such meetings), unless and until all outstanding subscription monies are paid or the Directors otherwise resolve to restore any or all such rights.

15. Cessation of Membership

Membership shall not be transferable and shall cease on death. A Member shall cease to be a Member:-

- 15.1 on the expiry of at least seven clear days' notice to the Company of the Member's intention to withdraw;
- 15.2 if any subscription or other sum payable by the Member to the Company is not paid on the due date and remains unpaid for 90 days. The Directors may re-admit to Membership any person removed from Membership on this ground on payment of such reasonable sum as the Directors may determine;
- 15.3 if the Member (being an individual) becomes bankrupt or makes any arrangement or composition with his or her creditors generally or (being a corporate body) goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up; or
- 15.4 if, at a meeting of the Directors, a resolution is passed by the vote of at least two thirds of the full complement of the Directors, resolving that the Member be removed, or that the unincorporated association represented by the Member shall no longer have the right to nominate an Organisation Member as its representative. Such a resolution shall not be passed unless the Member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal, and has been afforded a reasonable opportunity of being heard (in the case of an Individual Member in the company of one friend or adviser) or of making written representations to the Directors. A Member removed by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by such Member.
- 15.5. On the passing of a Resolution of the Directors, in the event and on the basis that the Company has reasonable grounds for believing that the Members last address as notified to the Company is no longer a current address.

- 15.6. In the case of an Organisation Member who represents an unincorporated organisation, when a replacement notice is served by the unincorporated organisation pursuant to Article [8].

GENERAL MEETINGS

16. Annual General Meeting (“AGM”)

The Company shall use its reasonable endeavours to hold its first AGM within 3 months of incorporation and in any event shall hold its first AGM within 18 months of incorporation. It shall afterwards hold an AGM once in each calendar year. Not more than 15 months shall pass between the date of one AGM and the next. Each AGM shall be held at such time and place, as the Directors think fit.

17. Extraordinary General Meetings (“EGM”)

The Directors may call an EGM at any time. The Directors shall call an EGM on receiving a requisition to that effect, signed by at least 10% of the Members having the right to attend and vote at General Meetings. In default, the requisitionists may call a General Meeting in accordance with the Act.

18. Length of Notice

Subject to Article [19], an AGM and an EGM called to pass a special resolution or a resolution appointing a person as a Director shall be called by at least 21 clear days’ written notice and any other General Meeting shall be called by at least 14 clear days’ written notice.

19. A General Meeting may be called by shorter notice if it is so agreed:-

19.1 in the case of an AGM, by all the Members entitled to attend and vote at that meeting; and

19.2 in the case of an EGM, by a majority of the Members having a right to attend and vote at that meeting together representing at least 95% of the total voting rights of all the Members.

20. Contents of Notice

Every notice calling a General Meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an AGM, the notice shall in addition specify the meeting as such and provide an agenda including the matters set out in Article [21]. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

21. The agenda for each AGM shall include the following items: