

SPECIAL WRITTEN RESOLUTION TO AMEND THE MEMORANDUM AND ARTICLES OF A
COMPANY FORMED BEFORE 01 10 2009

COMPANIES ACT 2006

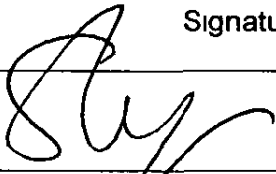
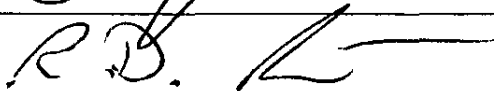
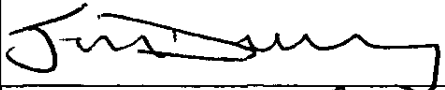


SOUTH SHEFFIELD COMMUNITY INITIATIVES LTD
COMPANY NUMBER 6570187
CHARITY NUMBER 1159717

SPECIAL WRITTEN RESOLUTION
TO AMEND THE MEMORANDUM/ ARTICLES OF ASSOCIATION OF THE COMPANY

We the undersigned being all of the members of the above company, for the time being entitled to receive notice of, attend and vote at General Meetings, hereby unanimously pass the following resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if the same had been passed at a General Meeting of the company duly convened and held

- 1 the attached memorandum of association be adopted as the memorandum of association of the Company substitution for and to the exclusion of the existing memorandum of association (which, by virtue of the Companies Act 2006 is deemed to be included in the provisions of the amended articles of association of the Company)
- 2 the attached articles of association be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association (which, by virtue of the Companies Act 2006 are deemed to include the provisions of the amended memorandum of association of the Company)

SIGNED

Name	Signature
STEPHEN GEOFFREY BODEY	
ROBERT DILLON BUTTERS	
JONATHAN MICHAEL DUNNING	
STEPHEN HICKS	
KATHRYN ANN WILSON	

DATE 17/4/15

A copy of the amended Memorandum and Articles is attached to this resolution and is submitted with forms CC01 and CC03

TUESDAY



A45RU537

A14

21/04/2015

#137

COMPANIES HOUSE

Memorandum of Association of
South Sheffield Community Initiatives Ltd

Incorporated on 18th April 2008

And amended by special written resolution on the 17 April 2015

Company Registration No 6570187

Charity Registration No 1159717

**We the persons whose names are written below wish to be formed into a company under
this Memorandum of Association.**

Name Robert Dillon Butters
Add 13 The Oakes
Add Oakes Park
Add Sheffield S8 8BA

Witness's name James Hope-Gill
Address 12 Totley Brook Road
Sheffield S17 3SQ
Occupation Company Secretary

Dated 7th April 2008

Articles of Association of
South Sheffield Community Initiatives Ltd

Incorporated on 18th April 2008

And amended by special written resolution on the 17 April 2015

Company Registration No 6570187

Charity Registration No 1159717

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The Companies Act 2006
Company Limited by Guarantee and not having a Share Capital

Articles of Association of
South Sheffield Community Initiatives Ltd

INTERPRETATION

1. In these Articles

“the Charity” means the company intended to be regulated by these Articles,

“the Act” means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force,

“address” means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or text message address in each case registered with the Charity,

“the Articles” means these Articles of Association of the Charity,

“clear days” in relation to the period of a notice means the 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,

“executed” includes any mode of execution,

“the memorandum” means the memorandum of association of the Charity,

“office” means the registered office of the Charity,

“the seal” means the common seal of the Charity if it has one,

“secretary” means the 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,

“the trustees” means the directors of the Charity (and **“trustee”** has a corresponding meaning),

“the United Kingdom” means Great Britain and Northern Ireland, and

words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural and vice versa where the context so permits and words importing persons shall include companies

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act

COMPANY'S NAME

2. The Company's name is South Sheffield Community Initiatives Ltd
(and in this document is called "the Charity")

REGISTERED OFFICE

- 3 The Charity's registered office is to be situated in England and Wales

OBJECTS

- 4 The Charity's objects ("the Objects") are to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life

POWERS IN RESPECT OF THE OBJECTS

- 5 In furtherance of the Objects, but not otherwise the Charity may exercise the following powers
- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity,
 - (b) to raise funds and to invite and receive contributions from any persons whatsoever by way of loan, subscription, donation and otherwise provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,
 - (c) subject to such consents as may be required by law to borrow and raise money without limit in such manner and on such security (if any) as the Charity may think fit and to issue debentures and other securities;
 - (d) to purchase, lease, hire, exchange or otherwise acquire any land, buildings, furniture, equipment or other property or interest in property and to alter, improve, develop, redevelop and (subject to such consents as may be required by law) to sell, resell, let, underlet, charge, assign, or otherwise dispose of or deal with the same,
 - (e) to hold property as tenants in common with another or others not being a charity on such terms as shall be considered proper providing that the Charity shall at all times be entitled to receive the proportion of the net sale proceeds that reflect the funds provided by the Charity or the share, interest or entitlement of the Charity,
 - (f) subject to Articles 6 and 7 below, to employ or otherwise engage the services of and remunerate such staff as are necessary for the proper pursuit of the Objects and to make all reasonable provision for the payment of pensions and superannuation to staff and their dependants,
 - (g) to establish or support any trusts, associations, institutions or other bodies which exist to further all or any of the Objects;

-
- (h) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them,
 - (j) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity,
 - (k) to make donations or loans to other charities having the same or similar objects as the Charity,
 - (l) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects
 - (m) to produce, sell or otherwise distribute literature, audio and visual aids, and other media of communication, but not so as to constitute permanent trading on the part of the Charity except where it is a direct means of furthering the Objects,
 - (n) to arrange and provide for or join in arranging and providing for the holding of meetings, lectures, seminars, conferences, and training courses for the furtherance of the Objects,
 - (o)
 - (i) to train, equip, commission and support or to assist in the training of, any people who are concerned to achieve the Objects,
 - (ii) to make any grant, gift, or payment for the purpose of or in connection with such training, equipping, commissioning and support,
 - (iii) to make provision for the accommodation of individuals and groups of individuals in the areas in which it is desired to operate the Charity,
 - (p) to insure any asset of the Charity on such terms as the trustees may think fit and to pay the appropriate premiums and to use any insurance money received in any manner the trustees think fit whether to restore the asset or not,
 - (q) to insure and arrange insurance cover for and to indemnify its members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as may be thought fit,
 - (r) to invest the moneys of the Charity not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,
 - (s) to undertake, facilitate or support the co-ordination and net-working of other Christian agencies fulfilling the same or similar objects with the aim of making the most strategic and effective use of resources including personnel, expertise and finance in the same or similar locations or projects,
 - (t) to make regulations for the management of any property which may be acquired by the Charity;

- (u) to do all such other lawful things as are necessary for the achievement of the Objects

INCOME AND PROPERTY OF THE CHARITY

6 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and save as provided for in Article 7 hereof no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity Provided that nothing herein shall prevent any payment in good faith by the Charity

- (a) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his or hers, when instructed by the Charity to act in a professional capacity on its behalf in accordance with the provisions of Articles 7(1) (a) to 7(1)(h),
- (b) the Trustees shall have power to remunerate any Trust Corporation in which any investments land or buildings belonging to the Charity have been vested as a custodian or holding Trustee on such terms as may be agreed with the Trust Corporation provided that any such remuneration shall be reasonable,
- (c) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity notwithstanding that they may also be a Trustee provided that the conditions of Articles 7(1) (a) to 7(1) (h) hereof are followed,
- (d) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 1 per cent less than the published base lending rate of a clearing bank to be selected by the trustees,
- (e) of fees, remuneration or other benefit in money or money's worth to any public limited company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that public limited company,
- (f) of any reasonable and proper rent for premises demised or let by any member of the Charity or a trustee,
- (g) of any premium in respect of any indemnity insurance relating to liabilities of the trustees (or any of them) as and to the extent permitted by Article 7(1) (h) below,
- (h) to 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
 - (i) any claim arising from any act or omission which the trustees (or the trustee in question) knew to be a breach of trust or breach of duty or which was committed by the trustees (or by the trustee in question) in

reckless disregard of whether it was a breach of trust or breach of duty or not,

- (ii) the costs of an unsuccessful defence to a criminal prosecution brought against the trustees (or against the trustee in question) in their capacity as trustees of the Charity;

- (i) to any trustee of reasonable out-of-pocket expenses

REMUNERATION

7 SUBJECT to the provisions of this Article, no Trustee shall acquire any interest in the property belonging to the Charity (otherwise than as a Trustee for the Charity) or receive remuneration or be interested (otherwise than as a Trustee) in any contract entered into by the Trustees except that

- (1) A Trustee who offers her or his or her services to the Charity may be remunerated out of the income or property of the charity or receive benefits for services rendered to the Charity provided

- (a) that at no time shall a majority of the Trustees receive remuneration or other benefits for services rendered to the Charity,
- (b) that the Trustees are satisfied that the individual is the most appropriate person for the proposed employment,
- (c) that any Trustee whom it is proposed to remunerate or confer other benefits upon should not be present during the formal deliberations and decision making relating to any such proposed remuneration benefits,
- (d) where a Trustee is a connected person to any employee of the Trust s/he must absent himself during the formal deliberations and decision making relating to their employment,
- (e) "connected person" means the Trustee's spouse, which includes someone living with someone else as their husband or wife, the Trustee's children, parents, grandchildren, grandparents, brothers and sisters and their spouses, business partners or firms or businesses (not including those which are wholly owned by one or more charities) in which the Trustee has a substantial interest
- (f) that the Trustees are satisfied that the level of proposed remuneration or the nature and value of any such other benefits is reasonable and proper having regard to the nature and value of the work carried out or services undertaken by such Trustee and to the income of the Charity; and
- (g) that the decision to remunerate or confer such other benefits upon such Trustee and the level of that remuneration and nature and value of any such other benefits shall be taken and decided upon by not less than two thirds of all the remaining Trustees,
- (h) a memorandum of such decision or resolution shall be entered into the records of the Trust and copies thereof and details of such contract agreement or arrangement shall be reasonably available for inspection by any person or body affected thereby or having an interest therein

LIMITED LIABILITY AND MEMBERS' UNDERTAKINGS

- 8(a) The liability of the members is limited
- 8(b) Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while s/he is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

WINDING UP

- 9 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Article 6 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object

MEMBERS

- 10 (a) The subscribers to the memorandum and such other persons as are admitted to membership in accordance with the rules made under Article 69 shall be members of the Charity No person shall be admitted a member of the Charity unless her or his application for membership is approved by the trustees.
- (b) Any member of the Charity may retire on giving written notice to the secretary, provided that such retirement shall not reduce the number of members to less than two
- (c) Any person or other body who ceases to be a Trustee in accordance with Article 44 shall forthwith cease to be a member of the company Membership shall not be transferable and shall cease on death
- (d) A retiring Trustee may be reappointed as a member further to the provisions of Article 69,
- (e) If not less than two-thirds of the trustees present at a meeting so resolve, the trustees shall have the right for a good and sufficient reason to terminate the membership of any member provided that s/he shall have received 21 clear days notice in writing to her or his last known address notifying him of the intention to terminate her or his membership and the reasons therefore and that s/he shall have the right to be heard by the trustees before any vote is taken
- (f) The Directors must maintain a register of names and addresses of the members

GENERAL MEETINGS

- 11 The Trustees may call General Meetings to be held at such times and such places as they shall appoint
- 12 On the requisition of members pursuant to the provisions of the Act, the Trustees shall forthwith proceed to convene a General Meeting for a date not later than eight weeks after receipt of requisition. If there are not within the United Kingdom sufficient trustees to call a general meeting, any trustee or any member of the Charity may call a general meeting

NOTICE OF GENERAL MEETINGS

- 13 Notice of General Meetings shall normally be called by at least 14 clear days' notice, specifying the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all the members and the Trustees and the auditors (if any) of the charity
- 14 Any General Meeting called for the passing of a special resolution shall be called by at least twenty one clear days' notice
- 15 A General Meeting may be called by notice of less than fourteen clear days if it is so agreed
- 16 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

PROCEEDINGS AT GENERAL MEETINGS

- 17 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum
- 18 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, 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
- 19 The chairperson, if any, of the trustees or in her or his absence some other trustee nominated by the trustees shall preside as chairperson of the meeting, but if neither the chairperson nor such other trustee (if any) be 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 chairperson and, if there is only one trustee present and willing to act, s/he shall be chairperson
- 20 If no trustee is willing to act as chairperson, or if no trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairperson
- 21 The chairperson may, with the consent of a 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 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

22. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chairperson, or
 - (b) by at least two members having the right to vote at the meeting, or
 - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
- 23 Unless a poll is duly demanded, a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 24 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairperson The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
- 25 A poll shall be taken as the chairperson directs and s/he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 26 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson being a member of the Charity, shall be entitled to a casting vote in addition to any other vote s/he may have
- 27 A poll demanded on the election of a chairperson, or on a question of adjournment, shall be taken immediately A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson of the meeting directs, not being more than thirty days after the poll is demanded The demand for a poll shall not prevent continuance of the meeting for the transaction of any business other than the question on which the poll is demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 28 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 29 Subject to the provisions of the Act, a resolution in writing signed by all members of the Charity entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if it had been passed at a general meeting of the Charity duly convened and held Such a resolution may consist of several documents in like form each signed by one or more members of the Charity

VOTES OF MEMBERS

- 30 Subject to Article 26, every member shall have one vote
- 31 Votes may be cast in a poll either personally or by proxy. A proxy must be a member and shall not have the right to appoint a further proxy. In matters decided on a show of hands a member represented by a proxy shall have no vote
- 32 The instrument appointing a proxy shall be in writing under the hand of the appointor or her or his attorney duly authorised in writing
- 33 No member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Charity have been paid
- 34 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 chairperson whose decision shall be final and conclusive

TRUSTEES

- 35 The number of trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum
- 36 The first trustees shall be those persons named in the statement delivered pursuant to the Act, who shall be deemed to have been appointed under the Articles. Future trustees shall be appointed as provided subsequently in the Articles

POWERS OF TRUSTEES

- 37 Subject to the provisions of the Act and the Articles and to any directions given by special resolution at a general meeting of the members, the business of the Charity shall be managed by the trustees who may exercise all the powers of the Charity. No alteration of the Articles and no such direction shall invalidate any prior act of the trustees which would have been valid if that alteration had not been made or that direction had not been given. 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 the powers exercisable by the trustees
- 38 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the trustees shall have the following powers, namely
- (a) to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Charity
 - (b) to enter into contracts on behalf of the Charity

APPOINTMENT AND RETIREMENT OF TRUSTEES

- 39 The trustees shall not be subject to retirement by rotation Unless otherwise determined by the Charity in general meeting, the term of office of a trustee shall continue until s/he retires or is removed in accordance with the relevant provisions of the Articles.
- 40 No person may be appointed as a trustee at any general meeting
- (a) unless s/he has attained the age of 18 years,
 - (b) in circumstances such that, had s/he already been a trustee, s/he would have been disqualified from acting under the provisions of Article 44;
 - (c) in selecting individuals for appointment as trustees, the Board must have regard to the skills, knowledge and experience required for the effective administration of the charity
- 41 The following provisions shall apply in relation to the appointment of Trustees
- (a) In addition to the statutory powers of appointment a new Trustee may be appointed by a resolution of the Trustees passed by a majority of the Trustees for the time being (and not just a simple majority present at a meeting when the resolution is considered) and such resolution shall be recorded in the minutes and signed by the new Trustee and by the chairperson of the meeting and such records shall be conclusive evidence of her or his appointment,
 - (b) A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees
- 42 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person in respect of whom notice has been duly given to the Charity of the intention to propose him at the meeting for appointment as a trustee The notice shall give the particulars of that person which would, if s/he were so appointed, be required to be included in the Charity's register of trustees (directors)
- 43 Subject as aforesaid, the members of the Charity may by ordinary resolution appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee
- 44 A trustee shall cease to hold office if
- (a) s/he ceases to be a trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
 - (b) s/he becomes incapable by reason of mental disorder, illness or injury of managing and administering her or his own affairs;
 - (c) s/he resigns her or his office by notice to the Charity (but only if at least two trustees will remain in office when the notice of resignation is to take effect);
 - (d) s/he is absent without the permission of the trustees from all their meetings

held within a period of six months and the trustees resolve that her or his office be vacated,

- (e) the members of the Charity in general meeting by ordinary resolution decide for a good and sufficient reason to terminate her or his appointment provided that s/he shall have received 14 clear days notice in writing to her or his last known address notifying him of the intention to terminate her or his appointment and the reasons therefore and that s/he shall have the right to be heard by the members at such general meeting before any vote is taken

TRUSTEES' EXPENSES

- 45 The trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of trustees or committees of trustees or general meetings or in pursuance of the Objects of the Charity or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration, except to the extent permitted by Articles 5 and 6
- 46 Subject to the provisions of the Act and to Articles 6 and 7, the trustees may appoint one or more of their number to the unremunerated office of managing director or to any other executive office under the Charity
- 47 Except to the extent permitted by Articles 5 and 6, no trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Charity is a party

PROCEEDINGS OF TRUSTEES

- 48 Subject to the provisions of the Articles, the trustees may regulate their proceedings as they think fit. A trustee may, and the secretary at the request of a trustee shall, call a meeting of the trustees. It shall not be necessary to give notice of a meeting to a trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairperson shall not be entitled to a casting vote. If a resolution fails to secure a majority vote in favour it shall be lost
- 49 The quorum for the transaction of the business of the trustees shall be a majority of the board of trustees
- 50 The trustees may act notwithstanding any vacancies in their number, but, if the number of trustees is less than three, the continuing trustees or trustee may act only for the purpose of
 - (a) calling a general meeting for the appointment of new trustees;
 - (b) protecting the assets of the Charity,
 - (c) executing decisions made by the Trustees before their number fell below that of the quorum
- 51 The trustees may appoint one of their number to be the chairperson of their meetings and may at any time remove him from that office. Unless s/he is unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which s/he is

present But if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chairperson of the meeting

52 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants can see (whether through some form of video link or otherwise) and may communicate with all the other participants

53 The trustees may appoint one or more committees which may consist of trustees and such other persons as the trustees may think fit for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the trustees would be more conveniently undertaken or carried out by a committee provided that -

- (a) all acts and proceedings of any such committees shall be fully and promptly reported to the trustees,
- (b) any such committee shall conform to any regulations that may be imposed upon it by the trustees,
- (c) any such committee shall not incur expenditure other than in accordance with a budget approved by the trustees or with specific prior approval of the trustees

54 All acts done by a meeting of trustees, or a committee of trustees, 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

55 A resolution in writing, signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held Such a resolution may consist of several documents in the same form, each signed by one or more of the trustees

56 Any bank account in which any part of the assets of the Charity is deposited shall indicate the name of the Charity All cheques and orders for the payment of money from such account and all promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed by at least two signatories who shall be trustees or persons duly authorised by the trustees Such electronic payments as may be required may be made and received subject to effective controls being in place and regularly monitored by the Trustees

CONFLICT OF INTEREST

57 A Trustee should make it known from the outset of any interest s/he may have in a particular topic of discussion and must immediately remove himself from that part of the meeting where a potential conflict of interest may arise or be deemed to arise

SECRETARY

58 (a) Subject to the provisions of the Acts, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it

may think fit, and it may remove any secretary so appointed

- (b) Subject to the provisions of the Acts, the Board may decide not to appoint a Secretary. In this case the Board must appoint an appropriate person to carry out the duties of the Secretary

MINUTES

59 The trustees shall keep minutes in books or in other written or electronic media kept for the purpose

- (a) of all appointments of officers made by the trustees, and
- (b) 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

EXECUTING OR SEALING DOCUMENTS

60 (a) The Charity need not have a company seal. If it does, the seal shall only be used by the authority of the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a trustee and by the secretary or by a second trustee

- (b) If the Charity does not have a seal, instruments may be executed on the authority of the trustees on the signature of a trustee and of the secretary or by a second trustee. Appropriate wording which may be used is "Executed as a deed and delivered by []"

ACCOUNTS

61 Accounts shall be prepared in accordance with the provisions of Part VII of the Act and in accordance with the provisions of the 2011 Charities Act and any statutory re-enactment or modification of the Acts

ANNUAL REPORT

62 The trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commission

ANNUAL RETURN

63 The trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commission

NOTICES

64 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the trustees need not be in writing

65. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at her or his registered address or by leaving it at that address or by fax e-mail or text message address as registered with the Company. A member 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 shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity
66. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
67. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given or sent by fax or e-mail as registered with the Company. A notice shall be deemed to have been given at the expiration of 48 hours after the envelope containing it was posted, faxed or sent by e-mail.

INDEMNITY

- 68 (a) Subject to the provisions of the Act every trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in her or his favour or in which s/he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity
- (b) A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Charity in respect of any liabilities properly incurred during her or his Trusteeship

RULES

- 69 (a) The trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate
- (i) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes,
 - (ii) the procedure at general meetings and meetings of the trustees and committees of the trustees in so far as such procedure is not regulated by the Articles,
 - (iii) generally, all such matters as are commonly the subject matter of company rules.
- (b) The Charity in general meeting shall have power to alter, add to or repeal the rules or bye-laws, and no rule or bye laws shall be inconsistent with, or shall affect or repeal anything contained in, the Articles

CC03

Statement of compliance where amendment of articles restricted



☒ **What this form is for**
You may use this form to state that
the restrictions to change articles
have been observed

☐ **What this form is NOT for**
You cannot use this form for
notifying a change of article;
are not restricted

A14

21/04/2015

#130

COMPANIES HOUSE

1 Company details

Company number **6570187**

Company name in full **SOUTH SHEFFIELD COMMUNITY
INITIATIVES LTD**

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Statement of compliance *

The above company certifies that the amendment has been made in accordance
with the company's articles and, where relevant, any applicable order of a court
or other authority

❶ **Please note**
This form must accompany the
document making or evidencing the
amendment

3 Signature

I am signing this form on behalf of the company

Signature

Signature

X

Company Secretary

X

This form may be signed by
Director *, Secretary, Person authorised *, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor

❷ **Societas Europaea**
If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership

❸ **Person authorised**
Under either section 270 or 274 of
the Companies Act 2006

CC03

Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You are also sending with this form the document making or evidencing the amendment
- ☒ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk