

DATED _____ 2007

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
THE COMPANIES ACTS 1985, 1989 and 2006**

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

WIGAN LEISURE AND CULTURE TRUST

Company No: 04624607

Incorporated: 23/12/2002

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACTS 1985, 1989 and 2006

MEMORANDUM OF ASSOCIATION of WIGAN LEISURE AND CULTURE TRUST

NAME

1. The name of the association (hereinafter called 'the Company') is WIGAN LEISURE AND CULTURE TRUST

REGISTERED OFFICE

2. The registered office of the Company will be situated in England

OBJECTS

3. The Company has been established for the public benefit for the following purposes:
 - 3.1 the advancement and support of education, culture, arts, heritage and history including the provision of libraries, museums, galleries, learning and information centres, archives and other related services; and/or
 - 3.2 the provision or assistance in the provision of facilities for recreation or other leisure time occupation in the interest of social welfare such facilities being provided to the public at large save that special facilities may be provided to persons who by reason of their youth, age, infirmity or disability, poverty or social or economic circumstances may have need of special facilities and services; and/or
 - 3.3 the promotion and preservation of good health through community participation in healthy recreation; and/or
 - 3.4 the provision or assistance in the provision of public cemeteries and/or crematoria and the maintenance of the same for the public benefit; and/or
 - 3.5 such other charitable purposes beneficial to the public consistent with the objects above as the Trustees shall in their absolute discretion determine (the "objects").

POWERS

4. In furtherance of the said objects, but not further or otherwise, the Company shall have power:
 - 4.1 to lend any items, groupings, displays or collections on such terms as the Trustees shall in their absolute discretion determine provided that such loans shall not contravene any conditions attaching to such items, groupings, displays or collections;
 - 4.2 to write, print or otherwise reproduce by any means of recorded audio and/or visual information whether now or hereafter invented and circulate, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents about any aspect of the objects of the Company;
 - 4.3 to hold exhibitions, meetings, lectures, classes, seminars, workshops, courses or other events either alone or with others;

- 4.4 to promote greater understanding of any aspect of the objects of the Company through exhibitions, displays, lectures and demonstrations and through research, experimental work, scientific investigation and development into any aspect of the objects of the Company and to disseminate the useful results of any such research for the public benefit;
- 4.5 to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- 4.6 to accept subscriptions, gifts, donations and bequests of any real or personal property maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property;
- 4.7 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 4.8 to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Company;
- 4.9 subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;
- 4.10 to construct, maintain and alter buildings or erections;
- 4.11 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or such trade is temporary and ancillary to the carrying out of the said objects;
- 4.12 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- 4.13 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- 4.14 to invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit;
- 4.15 to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- 4.16 to establish or support any charitable institution and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- 4.17 to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the work of the Company;
- 4.18 to provide indemnity insurance to cover the liability of the Trustees:
 - 4.18.1 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;

4.18.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986.

provided that any such insurance in the case of 4.1.18.1 shall not extend to:

4.18.2.1 any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not;

4.18.2.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or willful or reckless misconduct of the Trustees;

4.18.2.3 any liability to pay a fine.

Any insurance in the case of 4.1.18.2 shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

4.19 to employ and pay such staff (who shall not be Trustees) to supervise, organise, carry on the work of and advise the Company;

4.20 to purchase insurance to cover the officers, staff, voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;

4.21 to pay reasonable annual sums or premiums for or towards the provision of pensions for staff for the time being of the Company and their dependants;

4.22 to purchase insurance to cover any buildings or other property to their full value;

4.23 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;

4.24 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

4.25 to establish where necessary local branches (whether autonomous or not);

4.26 to allow Trustees to be paid for their services when acting either in a capacity of director or employee of a subsidiary entity of the Company provided that the Charity Commission have consented to this;

4.27 to do all such other lawful thing as shall further the above objects or any of them.

NON DISTRIBUTION

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no

Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company:

- 5.1 (a) of reasonable and proper remuneration to any member, officer, employee or consultant of the Company for any services rendered to the Company provided that, if a Trustee is remunerated for services, this shall only be permitted in accordance with the statutory requirements set out in section 36 of the Charities Act 2006;
- 5.2 of interest on money lent by any member of the Company or of its Board at not less than 2% below the minimum lending rate of a clearing bank selected by that Board;
- 5.3 of reasonable and proper rent for premises demised or let by any member of the Company or the Board;
- 5.4 of fees, remuneration or other benefit in money or money's worth to a Company of which a Trustee may also be a member holding not more than 1/100th part of the capital of that Company;
- 5.5 of out-of-pocket expenses to any Trustee;
- 5.6 of any premium paid for insurance to cover the liability of the Board as provided for in Clause 4.18 of this Memorandum;
- 5.7 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 his, when instructed by the Company to act in a professional capacity on its behalf PROVIDED THAT at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion.

LIMITED LIABILITY

- 6. The liability of the members is limited.

GUARANTEE

- 7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst being a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Company contracted before ceasing 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, such amount as may be required not exceeding one pound.

WINDING UP

- 8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given, subject to the consent of the Charity Commission or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the

Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

DEFINITIONS

9. Expressions defined in the Articles have the same meanings in this Memorandum.

AMENDMENTS TO MEMORANDUM AND ARTICLES

10. The Memorandum and Articles may be altered by a resolution passed by not less than two thirds of the members present and voting at a general meeting provided that:-
- 10.1 the notice of the general meeting must include notice of the resolution, setting out the terms of the alteration proposed;
- 10.2 no amendment may be made to clauses 1, 3, 5 or 8 of the Memorandum of Association without the prior consent of the Charity Commission.
- 10.3 no amendment may be made which would have the effect of making the Company cease to be a charity at law.
- 10.4 the Company sends to the Charity Commission a copy of any amendment made under this clause.

We, the subscriber to this Memorandum wish to be formed into a Company pursuant to this Memorandum

Name and Address of Subscriber

Dated

Witness to the above signatures(s)

THE COMPANIES ACTS 1985, 1989 and 2006**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL****ARTICLES OF ASSOCIATION OF WIGAN LEISURE AND CULTURE TRUST****1. INTERPRETATION****1.1** In these Articles of Association (the 'Articles'):

'the Act' means the Companies Act 1985 as amended by the Companies Act 1989 and 2006 or any re-enactment or statutory modification of those Acts;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales and Northern Ireland which has an effect similar to that of bankruptcy;

'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;

'the Board' means the Trustees of the Company acting collectively;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in Section 1168 of the Companies Act 2006;

'electronic means' means any means of electronic equipment for processing, storage and transmission of data as defined in Section 1168 of the Companies Act 2006;

'the Local Authority' means Wigan Borough Council or its successor body;

'Local Authority Person' means a person who is associated with a local authority for the purposes of section 69 Local Government and Housing Act 1989 (as amended) which includes a member of a local authority or an officer of a local authority or a person who has been a member of a local authority within the preceding four years or a person who is both an employee of a Company under the control of the local authority or a director or officer of that Company;

'Member' means the subscribers to the Memorandum and such other persons admitted to the Company pursuant to Articles 3 – 5;

'Memorandum' means the Memorandum of Association of the Company;

'the Office' means the registered office of the Company;

'Regulated Company' means a Company deemed to be regulated for the purposes of the Local Government and Housing Act 1989 and Local Authorities (Companies) Order 1995 and any subsequent amendments thereto;

'the Seal' means the common Seal of the Company;

'Secretary' means any person appointed to perform the duties of the Secretary of the Company;

'Trustee' means a Trustee including a Local Authority Trustee of the Company acting individually;

'the United Kingdom' means Great Britain and Northern Ireland;

Expressions referring to writing shall, unless the contrary intention appears, mean the representation or reproduction of words, symbols or other information in visible form;

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Company Act 2006 or any statutory modification thereof in force at the date at which these Articles become binding on the Company;

Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.

OBJECTS

2. The Company is established for the objects expressed in the Memorandum.

MEMBERS

3. The subscribers to the Memorandum and such other persons as the Board shall admit to membership shall be members of the Company. No person shall be admitted as a member of the Company if such membership would cause the Company to be a Regulated Company. Subject to that, membership is open to any individual or organisation interested in promoting the objects who applies to the Board in accordance with these Articles and there is no limit to the number of members.
4. Every person admitted to membership of the Company shall either sign a written consent to become a member or sign the register of members.
5. An application for membership may be approved or rejected by the Board. The Board shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made.
6. A member may withdraw as a member of the Company on giving written notice to the Secretary. A Trustee who is also a member shall automatically cease to be a member if disqualified, removed or otherwise ceases to be a director. A Member shall automatically cease to be a member if that person dies. Membership shall not be transferable.

GENERAL MEETINGS

7. The Board may whenever it thinks fit convene a general meeting, and general meetings shall also be convened if requisitioned by members as provided by the Act.

NOTICE OF GENERAL MEETINGS

8. All members meetings shall be called by at least fourteen Clear Days' notice in writing. The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given,

in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company: provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than specified in this Article 8, be deemed to have been duly called if it is so agreed by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members.

9. 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 of that meeting.
10. Notice of every general meeting shall be given in writing either personally or by post or in electronic form using electronic means to:
 - 10.1 every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for giving of notices to them;
 - 10.2 the auditor for the time being of the Company;
 - 10.3 each Trustee.
11. No other person shall be entitled to receive notices of general meetings.
12. In relation to the notice given sent by post, proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. In relation to notice sent by an electronic form of communication, proof that a notice was sent by a record (in whatever form) of the total number of recipients to whom the message was sent shall be conclusive evidence that notice was given. In the event that the Company Secretary is alerted that an electronic form of communication was unsuccessfully delivered to its recipient (and subsequent attempts to remedy the situation are unsuccessful), the company Secretary shall send a hard copy of the notice by mail to the recipient's last known postal address.
13. A member present in person at any general meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Six voting members or twenty five percent of the membership (whichever is the higher) who are present in person or represented by proxies shall be a quorum.
15. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, the Chair of the meeting must adjourn it. The Chair of the meeting may adjourn a general meeting at which a quorum is present if:
 - 15.1 the meeting consents to an adjournment, or

- 15.2 it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
16. The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
17. When adjourning a general meeting, the Chair of the meeting must:
- 17.1.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees.
 - 17.1.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
18. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it:
- 18.1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 18.2 containing the same information which such notice is required to contain.
19. If at the adjourned meeting a quorum is not present within half an hour after the appointed time, the starting members present shall be the quorum.
20. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

CHAIR

21. One Trustee shall be elected by the Board to chair every meeting of the Trustees (the "Chair"). The Chair, so appointed by the Board shall also chair every general meeting of the Company, or if there is no such Chair, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Trustees shall appoint one of their number to chair the general meeting.
22. If at any general meeting no Trustee is willing to act as Chair or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the voting members present shall choose one of their number to chair the meeting.

ATTENDEES

23. Trustees may attend and speak at general meetings, whether or not they are members. The Chair of the meeting may permit other persons who are not:
- 23.1.1 members of the Company, or
 - 23.1.2 otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting.

RESOLUTIONS

24. At any general meeting, a resolution put to the vote of the 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 demanded:

- 24.1 by the Chair; or
- 24.2 by at least two members present in person or represented by a proxy and having the right to vote at the meeting; or
- 24.3 by a member or members in person or represented by a proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- 24.4 the Trustees
25. Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect together with a record of the number or proportion of the votes recorded in favour of or against such resolution in the minutes of proceedings of the Company shall be conclusive evidence of the fact.
26. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
28. A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken immediately and in any manner which the Chair of the meeting directs.
29. Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at general meetings (or organisations by their duly authorised representatives) shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held.
30. An ordinary resolution may be amended if:
- 30.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed 48 hours before the meeting is to take place (or at such other time as the Chair of the meeting may direct), and
- 30.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
31. A special resolution may be amended by ordinary resolution, if:
- 31.1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 31.2 the amendment does not go beyond what is necessary to correct an obvious error in the resolution.

VOTES OF MEMBERS

32. Subject to Article 33, every member shall have one vote. The Board may make arrangements for postal voting on such terms and conditions as it thinks fit.

33. No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company 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 Chair whose decision shall be final and conclusive.
35. A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

APPOINTMENT OF PROXIES

36. Votes may be given on a show of hands or a poll either personally or by proxy. For the avoidance of doubt, a proxy shall be entitled to vote on a show of hands,
37. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof (and any instrument to terminate a proxy appointment) shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
38. In calculating the 48 hour period, no account shall be taken of any part of a day that is not a working day. The instrument appointing a proxy shall:
 - 38.1 state the name and address of the Member appointing the proxy;
 - 38.2 identify the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 38.3 be executed by or on behalf of the Member appointing the proxy; and
 - 38.4 be delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
39. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
40. Unless a proxy notice indicates otherwise, it must be treated as:
 - 40.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 40.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relate as well as the meeting itself.
41. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

42. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. Proxies shall count towards the quorum of a Member meeting and shall have the same rights to speak as the Member who appointed him.

ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS

43. Any organisation which is a member of the Company may by resolution of its Committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company.

HONORARY OFFICERS

44. The Board shall have the power, at its sole discretion to appoint honorary officers including but not limited to a president or a patron ('Honorary Officers').
45. The Board shall be entitled to appoint Honorary Officers for life or such other term of appointment as the Board may decide.
46. Honorary Officers shall not be entitled to attend meetings of the Board, but may attend if invited by the Board, and shall be entitled to attend general meetings of the Company but not to vote at the same or count towards the quorum.

TRUSTEES

47. Unless otherwise determined by the Company, the Board shall consist of at least eleven and not more than fifteen individuals all of whom shall be or shall be required to become a member of the Company.
48. The first Trustees shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under these Articles. Future Trustees shall be appointed as provided subsequently in these Articles.
49. The Board shall consist of:
- 49.1 two individuals nominated by the Local Authority ("Local Authority Trustees");
- 49.2 such other persons appointed by the Trustees or elected by the members of the Company in accordance with these Articles ("Ordinary Trustees").
50. The Trustees may be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending and returning from Board meetings or general meetings of the Company or in connection with the business of the Company.

BORROWING POWERS

51. The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable body where such action will directly further the objects of the Company.

POWERS AND DUTIES OF THE TRUSTEES

52. The business of the Company shall be managed by the Board who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Company in general meeting; but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
53. All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine provided that all cheques shall be signed by not less than two authorised signatories.
54. The Board shall arrange for minutes to be made:
- 54.1 of all appointments of officers made by the Board;
- 54.2 of the names of the Trustees present at each Board meeting; and
- 54.3 of all resolutions and proceedings at all meetings of the Company.

ELECTION AND RETIREMENT OF TRUSTEES

55. Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee:
- 55.1 by ordinary resolution; or
- 55.2 by a decision of the Trustees other than a Local Authority Trustee who shall be appointed and removed pursuant to Article 60.
56. A Trustee shall serve for a three year term which term shall be deemed to run from the beginning of the calendar year in which they were appointed and conclude at the first board meeting held after their third anniversary in post.
57. Trustees may be re-appointed by the Board at a board meeting at the end of each term of office.
58. Subject to clause 60, Trustees shall be entitled to serve a maximum of three consecutive terms of office before being required to stand down as a Trustee.
59. The Board may, at its sole discretion, resolve to allow a Trustee who has served the maximum term of office to continue for a further term(s).
60. The Local Authority Trustees shall be nominated by the Local Authority to serve for such period of office as shall be confirmed by the Local Authority. A written notice delivered by the Chief Executive of the Local Authority to the Secretary shall be conclusive as to who has been nominated to the Company's Board and for what period of time. The Local Authority may remove and replace the Local Authority Trustees at any time provided written notice is given to the Secretary. The Local Authority Trustees shall automatically cease to be members of the Company if removed by the Local Authority pursuant to this Article. No Local Authority Person shall be permitted to be a Trustee other than those individuals nominated by the Local Authority pursuant to Article 60.
61. No person may be appointed as a Trustee;
- 61.1 unless he has attained the age of 18 years; or

- 61.2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 56.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

62. A Trustee shall cease to hold office if he:
- 62.1 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 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
- 62.2 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director/Trustee and may remain so for more than 3 months.; or
- 62.3 resigns his office by written notice to the Company; or
- 62.4 ceases to be a member of the Company; or
- 62.5 is absent without the agreement of the Board from all their meetings held within a period of six consecutive months and the Board resolves that his office be vacated; or
- 62.6 is removed from office by a three-quarters majority vote of the Trustees at a special meeting called for that purpose, when in the opinion of the Board and having given the Trustee concerned an opportunity to make representations to the Board, it appears that the Trustee in question is acting in a manner detrimental or prejudicial to the well being of the Company; or
- 62.7 becomes a Local Authority Person associated with a local authority other than as a Local Authority Trustee in accordance with Article 60; or
- 62.8 is removed as a Local Authority Trustee in accordance with Article 60.

TRUSTEES' INTERESTS

63. Except to the extent expressly permitted by these Articles, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.
64. Whenever a Trustee has any kind of interest in a matter to be discussed by the Board which may conflict with the interests of the Company, the Trustee concerned must withdraw from the meeting for that item but shall, nevertheless, be taken into account in calculating the quorum for that meeting. For the purposes of this Article, a conflicting interest or duty is an interest or duty that arises as a result of a Trustee being a member, director, officer or employee of another organisation, including the Local Authority.

PROCEEDINGS OF THE BOARD

65. The Board shall meet a minimum of 4 times in each calendar year.
66. Subject to the provisions of the Articles, the Board may regulate its proceedings as it sees fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Board. 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 on a proposed resolution, the Chair shall have a second or casting vote.

67. Any Trustee may call a Trustees' meeting by giving notice of the meeting to the Trustees. Notice of any Trustees' meeting must indicate:
 - 67.1 its proposed date, time and subject matter;
 - 67.2 where it is to take place; and
 - 67.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
68. Notice of a Trustees' meeting:
 - 68.1 need not be given writing, but
 - 68.2 must be communicated to each director.
69. In fixing the date and time of any Trustees' meeting, the director calling it must try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it.
70. Notice of a Trustees' meeting need not be given to Trustees who waive their entitlement to notice, prospectively or retrospectively. Trustees are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Company with the information necessary to ensure that they receive the notice before the meeting takes place.
71. The quorum for the transaction of the business of the Board shall be fixed by a decision of the Board from time to time but unless so fixed shall be six Trustees.
72. If, at any particular Board meeting, the number of Trustees appointed by the Local Authority is such that, if all those Trustees in attendance voted on a resolution of the Board, the Company would be deemed to be a Regulated Company, then the number of votes cast by the Local Authority Trustees shall be reduced pro rata so that the votes cast represent less than 20% of the total votes cast by the Trustees.
73. The Board may act notwithstanding any vacancies in its number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting to appoint further Trustees.
74. The Trustees shall elect a Chair who shall hold office until the Board meeting following the first anniversary of his appointment or such shorter period as notified by the Chair to the Board unless by a vote of the majority of the Trustees present and entitled to vote, he is removed from office before that time. If and as long as the position of Chair is vacant, the Trustees may appoint one of their number to be Chair. The Chair shall be entitled to preside at all meetings of the Board at which he is present, but if no such Chair is elected, or, if at any meeting the Chair is not present within five minutes after the time appointed for holding the meeting and/or is unwilling to preside, the Board shall choose one of their number to be Chair of the meeting.
75. The Trustees may appoint one or more sub-committees consisting of three or more Trustees for the purpose of making an inquiry or supervising or performing any function or duty which in the opinion of the Board would be more conveniently

undertaken or carried out by a sub-committee; provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Board.

76. All acts done by the Board, or by a committee of the Board, shall, notwithstanding that it be afterwards discovered that there was defect in the appointment of any Trustee or that any of them were disqualified from holding office, or has vacated office, or were not entitled to vote, be as valid as if every such person has been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
77. The general rule about decision-making by Trustees is that any decision of the Trustees must be either a unanimous decision or a majority decision.
78. Subject to the Articles, the Trustees:
- 78.1 may take either a unanimous decision or a majority decision on any matter, and
- 78.2 may, but need not, take any decision at a directors' meeting.
79. The Trustees take a unanimous decision when they all indicate to each other that they share a common view on a matter. A unanimous decision:
- 79.1 may be taken without any discussion between Trustees, and
- 79.2 may, but need not, take the form of a resolution in writing, copies of which have been signed by each director.
80. This Article applies where a majority decision is not taken in a Trustees' meeting. The Trustees take a majority decision if:
- 80.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
- 80.2 that Trustee has made the other Trustees aware of the matter and the decision;
- 80.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- 80.4 a majority of those Trustees vote in favour of a particular decision on that matter.
81. If a Trustee is aware that consultation with another Trustee will make it impossible to take a particular decision as soon as the Company's business requires, that Trustee:
- 81.1 may decide not to communicate with that other Trustee in relation to that decision before it is taken, but
- 81.2 must communicate the decision not to communicate to all the other Trustees as soon as is practicable, explaining the reasons for it.
82. If a Trustee states that he does not wish to discuss or vote on a particular matter, the Trustees may choose not to communicate with that Trustee in relation to decisions to be taken on that matter. Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting:
- 82.1 may be in different places, and may participate at different times, and

82.2 may communicate with each other by any means.

MEANS OF COMMUNICATION TO BE USED

83. Subject to these Articles:

83.1 anything sent or supplied by or to the Company or its Members or Trustees under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Companies Acts, and

83.2 any notice or documents to be sent or supplied to the Members or the Trustees in connection with the taking of decision by the Members or the Trustees may also be sent or supplied by the means by which the Members or Trustees have asked to be sent or supplied with such notices or documents for the time being.

84. A Trustee may agree with the Company that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

ADDRESS AND OTHER CONTACT DETAILS

85. Anything sent to a Member or Trustee under these Articles may be sent to that Member or Trustee's address as registered in the register of members or register of Trustees, unless:

85.1 the Member or Trustee (as appropriate) and the Company have agreed that another means of communication is to be used, and

85.2 the Member or Trustee (as appropriate) has supplied the Company with the information it needs in order to be able to use that other means of communication.

SECRETARY

86. The Board shall appoint (and may remove) any person to act as Secretary in accordance with the Act provided that if a Trustee is appointed he shall not be paid.

THE SEAL

87. If the Company has a common seal and it is affixed to a document, the document must also be signed by one authorised person in the presence of a witness who attests the signature. For the purposes of this Article, an authorised person is:

87.1 any Trustee of the Company;

87.2 the Company Secretary (if any); or

87.3 any other person authorised by the Trustees for the purpose of signing documents to which a Company seal is applied.

ACCOUNTS & OTHER RECORDS

88. The Company shall comply with the provisions of the Act in respect of the keeping of accounts.

89. Except as provided by law or authorised by the Trustees or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

90. The Trustees must ensure that the Company keeps a record, in writing of every decision taken by the Trustees for at least ten years from the date of the decision recorded in it.
91. Within 9 months of the year and for the Company, the Trustees shall at a board meeting:
- 91.1 review and if appropriate approve the Company's accounts; and
- 91.2 review and if appropriate reappoint the Company's auditors and fix the auditor's remuneration.

INDEMNITY

92. Subject to the provisions of the Act every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

DISSOLUTION

93. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

RULES OR BYE LAWS

94. The Trustees may from time to time make such Rules or Bye Laws as it may deem necessary or convenient for the proper conduct and management of the membership, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye Laws regulate:
- 94.1 the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 94.2 the conduct of members of the Company in relation to one another, and to the Company's employees;
- 94.3 the procedure at general meetings and meetings of the Board and sub Committees in so far as such procedure is not regulated by these Articles;
- 94.4 generally, all such matters as are commonly the subject matter of Company rules.
95. The Company in general meeting shall have power to alter, add to or repeal the Rules or Bye Laws and the Trustees shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which, so long as they shall be in force, shall be binding on all members of the Company provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles.

Name and address of subscriber

Dated

Witness to the above signature(s)