

**THE COMPANIES ACTS 1985 AND 1989**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**  
**OF**

**TRAINING TRUST (WALES)**

*Incorporated on 23<sup>rd</sup> December 1966*

*(As amended by Special Resolutions dated:  
26<sup>th</sup> March 1987; 12<sup>th</sup> December 1989; 10<sup>th</sup> March 1992  
15<sup>th</sup> July 1998; 29<sup>th</sup> September 2004)*

Company No: 0894742  
Charity No: 518759

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## **COMPANIES ACTS 1985 & 1989**

### **COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

#### **MEMORANDUM OF ASSOCIATION OF**

##### **TRAINING TRUST (WALES)**

**1. NAME**

The name of the company is Training Trust (Wales) ("the Charity")

**2. REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales

**3. OBJECTS**

The objects of the Charity are:

To promote and advance the learning and development of people who are, or intend to be, employed or self-employed in industry, commerce, business, voluntary and other public organisations ("the Objects")

**4. POWERS**

The Charity has the following powers which may be exercised only in promoting the Objects:

- 4.1 To promote or carry out research
- 4.2 To provide advice, training courses, instruction and demonstration of all sorts
- 4.3 To publish or distribute information and to provide equip and carry on training centres, workshops, libraries or any other facilities for training and education
- 4.4 To co-operate with other bodies in the provision of industrial or commercial training or education
- 4.5 To support, administer or set up other charities
- 4.6 To raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To make grants or loans of money and to give guarantees provided that where any payment is made to the Treasurer or other proper official of a charity the receipt of such Treasurer or official shall be a complete discharge to the Trustees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification) provided that the charity shall have power to retain any investments donated to it
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.13.2 every transaction is reported promptly to the Trustees
  - 4.13.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year

- 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
- 4.13.7 the financial expert must not do anything outside the powers of the Trustees
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.17 Subject to clause 5 to employ paid or unpaid agents staff or advisers
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity
- 4.20 To pay the costs of forming the Charity
- 4.21 To do anything else within the law which promotes or helps to promote the Objects

## 5. **BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
  - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2.1 as mentioned in clauses 4.16, 5.1.2 or 5.1.3.
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 5.3.1 declare an interest at or before discussion begins on the matter
  - 5.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 5.3.3 not be counted in the quorum for that part of the meeting
  - 5.3.4 withdraw during the vote and have no vote on the matter
- 5.4 This clause may not be amended without the prior written consent of the Commission

6. **LIMITED LIABILITY**

The liability of members is limited

7. **GUARANTEE**

Every member promises if the Charity is dissolved while he she or it remains a member or within 12 months afterwards to contribute up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8. **DISSOLUTION**

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

9. **INTERPRETATION**

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

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

**We wish to be formed into a company under this Memorandum of Association**

Name address and Occupation of subscribers	Signature of Subscribers	Date	Signature of Witness and Witness name address and occupation
N/A Adopted by Resolution			

**COMPANIES ACTS 1985 & 1989**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
OF  
TRAINING TRUST (WALES)**

**1. MEMBERSHIP**

- 1.1 The number of members with which the Charity proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 The members of the Charity shall be the Trustees
- 1.4 Membership is terminated if the member concerned
  - 1.4.1 gives written notice of resignation to the Charity;
  - 1.4.2 dies; or
  - 1.4.3 ceases to be a Trustee
- 1.5 Membership of the Charity is not transferable

**2. GENERAL MEETINGS**

- 2.1 Members are entitled to attend general meetings. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
- 2.2 There is a quorum at a general meeting if the number of members personally present is at least 3
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2.4 Except where otherwise provided by the Act every issue is decided by a majority of the votes cast
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person has one vote on each issue
- 2.6 Subject to the provisions of the Act a written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2.8 At an AGM the members:
  - 2.8.1 receive the accounts of the Charity for the previous financial year
  - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM
  - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
  - 2.8.4 elect persons to be Trustees to fill the vacancies arising
  - 2.8.5 appoint auditors for the Charity
  - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity
- and
- 2.8.7 discuss and determine any issues of policy or deal with any other business put before them
- 2.9 Any general meeting which is not an AGM is an EGM
- 2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least one tenth of the members

### **3. THE TRUSTEES**

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds
- 3.2 The Trustees when complete shall consist of at least 3 but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum
- 3.3 The subscribers to the Memorandum are the first Trustees of the Charity.
- 3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.5 One-third (or the number nearest one-third) of the Trustees must retire at each AGM those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 3.6 A retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate 9 years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement. For the avoidance of doubt, for those Trustees already in office at the date of adoption of these Articles, this clause shall apply from the date of the next AGM onwards. In this clause a 'year' means the period between one AGM and the next.
- 3.7 No person other than a Trustee retiring by rotation shall be appointed or re-appointed a Trustee at any general meeting unless:
  - 3.7.1 he or she is recommended by the Trustees; or
  - 3.7.2 not less than 14 nor more than 35 clear days before the date appointed for the meeting notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or re-appointment stating the particulars which would if he or she were so appointed or re-appointed be required to be included in the Charity's register of Trustees together with a notice executed by that person of his or her willingness to be appointed or re-appointed
- 3.8 A Trustee's term of office automatically terminates if he or she:
  - 3.8.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
  - 3.8.2 is incapable, whether mentally or physically, of managing his or her own affairs
  - 3.8.3 is absent from 3 consecutive meetings of the Trustees without a reason acceptable to the Trustees
  - 3.8.4 ceases to be a member
  - 3.8.5 resigns by written notice to the Trustees (but only if at least 2 Trustees will remain in office)
  - 3.8.6 is removed by resolution passed by the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 3.9 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

### **4. PROCEEDINGS OF TRUSTEES**

- 4.1 The Trustees must hold at least 4 meetings each year
- 4.2 A quorum at a meeting of the Trustees is 3 Trustees
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a

resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **5. POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity:

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 5.2 to appoint a Chairman and other honorary officers from among their number
- 5.3 to delegate any of their functions to committees consisting of 2 or more individuals appointed by them (but at least 1 member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 5.4 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5.5 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.6 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5.7 to establish procedures to assist the resolution of disputes within the Charity
- 5.8 to exercise any powers of the Charity which are not reserved to a general meeting

## **6. RECORDS & ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 6.1.1 annual reports;
  - 6.1.2 annual returns; and
  - 6.1.3 annual statements of account
- 6.2 The Trustees must keep proper records of
  - 6.2.1 all proceedings at general meetings;
  - 6.2.2 all proceedings at meetings of the Trustees;
  - 6.2.3 all reports of committees; and
  - 6.2.4 all professional advice obtained
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within 2 months

## **7. NOTICES**

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 7.2 Subject to 7.3 below the only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 A member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that



- address but otherwise no such member shall be entitled to receive any notice from the Charity
- 7.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.4.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
- 7.4.2 2 clear days after being sent by first class post to that address
- 7.4.3 3 clear days after being sent by second class to that address
- 7.4.4 on being handed to the member personally or if earlier
- 7.4.5 as soon as the member acknowledges actual receipt
- 7.5 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8. **INDEMNITY**

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 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 or she 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 Charity

9. **DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

10. **INTERPRETATION**

In the Memorandum and in these Articles:

10.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"these Articles" means these articles of association

"Chairman" means the chairman of the Trustees

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Charity

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Charity

"Memorandum" means the Charity's memorandum of association

"month" means calendar month

"the Objects" means the Objects of the Charity as defined in clause 3 of the Memorandum

"Secretary" means the Secretary of the Charity

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax

"Trustee" means a director of the Charity and "Trustees" means all of the directors.

"written" or "in writing" refers to a legible document on paper including a fax message and also any communication sent by e-mail

"year" means calendar year

10.2 Expressions defined in the Act have the same meaning

10.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

Name address and Occupation of subscribers	Signature of Subscribers	Date	Signature of Witness and Witness name address and occupation
<p>N/A</p> <p>Adopted by Resolution</p>			

**Training Trust (Wales)**  
**AGM**  
**Wednesday 29<sup>th</sup> September 2004**

**MINUTES of the 38<sup>th</sup> Annual General Meeting of Training Trust (Wales) held at Fairwood House on Wednesday 29<sup>th</sup> September 2004 at 4.30 pm**

**PRESENT:**

Mr Brian Lakin	-	Chairman
Mr Cy Hoare	-	Trustee
Mr John Bevan, OBE	-	Trustee
Mr Barry Hitchcock	-	Trustee
Mr Charles Middleton	-	Chief Executive
Mr Gareth Jenkins	-	FSG Tool & Die Ltd
Mr Geoff Moore	-	Sigma 3 Kitchens Ltd

**APOLOGIES:**

Mr Richard Partridge	-	Trustee
Mr Alan Sidall	-	Bibby Sterilin Ltd (Proxy vote)
Mr Owen Pritchard	-	Cardiff Bus (Proxy vote)
Ms Claire Grabham	-	Musashi Automotive Parts UK Ltd (Proxy vote)
Mr John Lewis	-	Riverside Plastics
Mr Simon Argent	-	Senior Flexonics (Proxy vote)
Mr Terry James	-	Staedtler (UK) Ltd (Proxy vote)

**BY INVITATION:**

Mr Ian Kelsall, OBE, DL	-	Chairman TSW Ltd
Mr Alan Morgan, OBE	-	Director TSW Ltd

**IN ATTENDANCE :**

Mrs Carrine Williams	-	TSW Ltd
Mr John Thomas	-	Curtis, Bowden & Thomas (Group Auditors)

## **1. Welcome**

The Chairman, Mr Lakin opened the meeting by welcoming everyone to the 38th Annual General Meeting.

## **2. Apologies**

These had been received and recorded

## **3. Minutes of the AGM held on 30<sup>th</sup> September 2003**

The Minutes of the 37th Annual General Meeting dated 30th September 2003 having been circulated were confirmed as a true record and signed by the Chairman.

## **4. Matters Arising**

There were no matters arising from the previous minutes

## **5. The Chairman's Statement 2003/4**

The Chairman, Mr Lakin presented his Annual Statement to the Board.

## **6. Special Resolution**

Having received the necessary Charity Commission consent, the Chairman presented a special resolution previously circulated to members:-

*'that the Company's existing Memorandum and Articles of Association should be deleted in their entirety and replaced with the Memorandum and Articles of Association circulated to Members with the notice of this meeting'*

This was duly proposed by Mr John Bevan, seconded by Mr Barry Hitchcock and passed unanimously. The Chairman directed that the Resolution together with an updated version of the Memorandum and Articles of Associate should be filed at Companies House and the Charity Commission.

## **7. Annual Report and Accounts**

Mr John Thomas of Curtis, Bowden & Thomas presented the Financial Reports for Training Trust (Wales). He commented that whilst the results for the year were disappointing, the balance sheet shows a very strong position with free reserves of £1,003,133.

The Accounts were approved.

**8. Appointment of Group Auditors.**

Curtis, Bowden & Thomas, the current Auditors, were re-appointed.

**9. Date of Next Meeting.**

to be arranged

**APPROVED AND SIGNED**

Signed : \_\_\_\_\_ Chairman

Dated: \_\_\_\_\_