



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company No. 1747483

The Registrar of Companies for England and Wales hereby certifies that
HACKNEY COMMUNITY TRANSPORT

having by special resolution changed its name, is now incorporated
under the name of
HCT GROUP

Given at Companies House, Cardiff, the 29th August 2008



C01747483S



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

102396/10

Hackney Community Transport ("the Company")

Company Number: 01747483

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at NCH on Monday 29th October 2007 at 07 15p m to consider and, if thought fit, pass the following special resolutions

SPECIAL RESOLUTIONS

That

- (1) The company's name be changed to

"HCT GROUP"

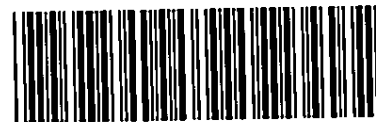
- (2) The Company's memorandum and articles of association be altered so as to take the form of the memorandum and articles of association attached to this resolution, in substitution for, and to the exclusion of, any memorandum or articles of association of the company previously registered with the Registrar of Companies

Stephe Mann

Secretary

DATE 8th October 2007

FRIDAY



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29/08/2008

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COMPANIES HOUSE

**EXTRAORDINARY GENERAL MEETING OF HACKNEY COMMUNITY
TRANSPORT**

**PAPERS IN SUPPORT OF PROPOSAL TO CHANGE NAME TO HCT
GROUP:**

- Original paper on change of name as tabled at the Management Committee meeting held on 18th June 2007
- Extract from the minutes of the Management Committee meeting on 18th June 2007
- Extract from the draft minutes of the Management Committee held on 16th July 2007

HCT Management Board Meeting June 2007

Proposed change of name of the charitable legal entity.

Hackney Community Transport is the registered name and charity of the organisation. This company wholly owns CT Plus and CT Plus (Yorkshire) as well as LaSCoT and ICT

We have been trying to develop a communications strategy and corporate identity for the organisation and have had some very interesting discussions. There are some complex issues that we have tried to resolve.

Reasons for the proposed change:

We need a brand for community transport that is

- recognisable
- not restricted to one geographical area
- that enables a local 'buy in' for community transport services
- that is true to our history

We also have to have one website and a clear external understanding of who we are

Proposal

Leaving aside LaSCoT for the moment (and ICT), we have two commercial companies, CT Plus and CT Plus (Yorkshire). We propose these remain the same.

We propose

- 1 that Hackney Community Transport changes its name to HCT Group
- 2 that it remains a Charity and
- 3 that the management structure remains the same
- 4 Where we deliver community transport services we brand the service 'Community Transport Hackney', 'Community Transport Wakefield', 'Community Transport Bristol' etc - this always to be accompanied by the same logo and colour scheme
- 5 the Training Department becomes HCT Learning Centre (as this is only a brand there is no legal status issue to this) and that
- 6 the TCC becomes HCT Transport Centre (In time the legal entity TCC would disappear)

The community transport operations, however, are only a brand and not separate companies. All the brands would legally trade as HCT Group. In the event of a local authority or local trust only willing or able to fund a local organisation, we would setup a charitable company with the same name as the brand.

All letterheads, etc would then have the name of the brand and 'part of the HCT Group', followed by the web address www.hctgroup.org

Extract of minutes of Management Committee held on 18th June 2007

8	New Agenda Item : Proposed Name Change	
8 1	Dai tabled a paper on the proposed name change of the charitable legal entity	
8 2	Dai highlighted the following reasons for the proposed change. (a) we need a brand for community transport that is recognisable, (b) not restricted to one geographical area, (c) that enables a local 'buy in' for community transport service, and (d) that is true to our history	
8 3	Proposal (a) that Hackney Community Transport changes its name to HCT group, (b) that it remains a charity, (c) that the management structure remains the same, (d) where we deliver community transport services we <u>brand</u> the service 'Community Transport Hackney', 'Community Transport Wakefield', 'Community Transport Bristol' etc –this always to be accompanied by the same logo and colour scheme, (e) the Training Department becomes HCT Learning Centre and that, (f) the TCC becomes HCT Transport Centre (in time the legal entity TCC would disappear) Dai pointed out that the community transport operations however, would only be a brand and not separate companies All the brands would legally trade as HCT Group	
8 3 1	All printed matter (letterheads, business cards, corporate stationery) would have the name of the brand and 'part of the HCT Group', followed by the web address www.hctgroup.org	
8 3 2		
8 3 3		
8 4	Adam commented that there are specific rules about names and Bob said that Companies House are very strict about similar names Eric asked if the reason for this change was to enable Hackney Community Transport to operate in other boroughs and Dai confirmed that it was Les said that he would not want to see the Lascot name change Rita said she was in support of the proposed name change Stuart said he was in support but would ask that we retain 'Hackney Community Transport' in Hackney	
8 4 1		
8 4 2		
8 4 3		
8 4 4		
8 5	Six members present agreed in principle to the change provided (a) check with Companies House, (b) Check with Charities Commission, (c) Look into the association of the name of HCT, (d) Take to the next F&GP meeting to authorise to proceed, (e) Take to AGM on 16 July 2007	D. D.

Extract of draft minutes of Management Committee held on 16th July 2007

5	<u>Agenda Item 4 : Matters arising from minutes of last Management Committee meeting held on 18 June 2007</u>	
5 1	<u>Proposed name change</u> – Dai reported that all information had been checked about the name change and confirmed that 'HCT Group' could be the name of the charity	
5 1 1	It was agreed that at the next full management committee meeting (29 October) an EGM take place afterwards re the name change	
5 1 2	Nick suggested that members be sent a letter providing details about the name change	
5 1 3	It was also agreed that communication should be sent to a much wider audience explaining why the name is being changed	

**Company Limited by Guarantee
and not having a Share Capital**

Memorandum and Articles of Association

of

HCT GROUP

Company No. 1747483

THE COMPANIES ACTS 1948 to 1980

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

**MEMORANDUM OF ASSOCIATION
OF
HCT GROUP**

1 Name

The name of the Company (hereinafter called "Community Transport") is "HCT GROUP"

2 Registered office

The Registered Office of Community Transport will be situated in England

3 Objects and powers

A The objects of Community Transport are for such purposes as may be charitable in law but in particular

(a) to provide a community transport service for the inhabitants of the London Borough of Hackney and its neighbourhood who are in need of such services because of age, sickness, disability (mental or physical) or poverty or because of a lack of availability of adequate and safe public transport, and

(b) the relief of unemployment for public benefit through the provision of driver training programmes

B In furtherance of the said purposes but not further or otherwise Community Transport shall have and may exercise all or any of the following powers -

(a) Encourage and assist statutory authorities voluntary organisations and other groups and individuals to provide and make available facilities for transport for charitable purposes similar to those of Community Transport and to concern themselves with the purposes for which Community Transport is established,

(b) Apply for invite obtain collect and receive money, funds, securities and other sources of income and capital by way of contributions, grants, legacies, sales of publications of Community Transport and other lawful methods and receive gifts by will and inter vivos of property of any description whether or not subject to express trusts,

(c) Provide endow furnish and fit out with all necessary furniture and other equipment and maintain and manage such buildings and other premises as may from time to time be required for the purposes of Community Transport,

(d) Employ and retain on a full time or part time basis and such terms as to pay and other conditions of employment as Community Transport shall agree or on a voluntary basis all such officers and servants as may be required for the purposes of Community Transport,

- (e) Purchase take on lease or licence and otherwise hold freehold and leasehold property with full power to lease, sub-lease or licence occupation of all or any part of such property,
- (f) Purchase take on lease or licence hire subscribe for and by any other lawful means, acquire plant machinery appliances equipment vehicles furniture books periodicals publications newspapers stationery supplies and other chattels whatsoever,
- (g) Sell grant leases tenancies (of whatever kind) or licences or dispose of mortgage or in any way turn to account all or any of the property or assets of Community Transport and to do so for or without any consideration and subject to such terms and conditions may be thought expedient,
- (h) Borrow or raise money upon such terms and on such security as may be considered expedient and in particular by mortgage charge or licence upon all or any of the property and assets of Community Transport (both present and future) and by the issue of any securities which Community Transport has power to issue by way of security of indemnity to any person whom Community Transport has agreed or is bound or willing to indemnify or in satisfaction of or as security for any liability undertaking by it,
- (i) Enter into any contract of insurance howsoever in respect of any matter in which Community Transport has an insurable interest and in particular but without derogating from the generality of the foregoing in connection with any real or personal property in which Community Transport shall have any interest or with any acts or omissions done by persons employed by Community Transport including indemnity insurance in respect of any fraudulent negligent and other tortuous acts by any such person,
- (j) Make such reasonable charges in respect of the work of Community Transport as are necessary to cover any operating costs incurred by Community Transport provided that such charges do not cause hardship to the persons for whose benefit the work is performed,
- (k) Establish promote amalgamate or co-operate with or become a part or member or affiliate or associate of or act as or appoint trustees agents nominees or delegates to control manage and superintend any charitable institutions trusts associations or bodies incorporate or unincorporate the objects of which are wholly or in part similar to those of Community Transport and which prohibit the distribution of its or their property and assets to an extent at least as great as is imposed on Community Transport under or by virtue of Clause 4 hereof,
- (l) To undertake and execute or to create any charitable trust to support or subscribe to any charitable fund or institution and if deemed desirable for such purpose to pay sums of money to any charitable fund or institution,
- (m) Invest the monies of Community Transport not immediately required for its purposes in or upon such investments security or property as may be determined from time to time subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided,
- (n) To grant pensions and retirement benefits to or for employees or former employees of Community Transport and to widows widowers children and other dependants of

deceased employees, and to pay or subscribe to funds or schemes for the provision of pensions and retirement benefits for employees or former employees of Community Transport, their widows, widowers, children and other dependants,

- (o) Enter into any arrangements with any government or authority supreme municipal local or otherwise and obtain from such government or authority any rights privileges and concessions and carry out exercise and comply with any such arrangements rights privileges and concessions,
- (p) Draw accept and negotiate bills of exchange promissory notes and other negotiable instruments,
- (q) Do all such other things as shall further the above objects or any of them

Provided that

- (i) In case Community Transport shall take or hold any property which may be subject to any trusts, Community Transport shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts
- (ii) The objects of Community Transport shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
- (iii) In case Community Transport shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, Community Transport shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law, and as regards any such property the Management Committee of Community Transport shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of any such property in the same manner and to the same extent as they would have been as such members of the Management Committee if no incorporation had been effected and the incorporation of Community Transport shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the members of the Management Committee but they shall as regards any such property be subject jointly and separately to such control or authority as if Community Transport were not incorporated

- 4 The income and property of Community Transport 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 Community Transport and no member of the Management Committee shall be appointed to any office of Community Transport paid by salary or fees or receive any remuneration or other benefit in money or money's worth from Community Transport

Provided that nothing herein shall prevent any payment in good faith by Community Transport

- (a) of reasonable remuneration to any member, officer or servant of Community Transport (not being a member of its Management Committee) for any services rendered to Community Transport,

- (b) of interest on money lent by any member of Community Transport or of its Management Committee at a rate per annum not exceeding two per cent less than the minimum lending rate for the time being prescribed by the Bank of England or three per cent, whichever is the greater,
- (c) of reasonable and proper rent for premises demised or let by any member of Community Transport or of its Management Committee,
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Management Committee may also be a member not holding more than 1/100th part of the capital, and
- (e) to any member of the Management Committee, of out of pocket expenses

5 The liability of the members is limited

6 Every member of Community Transport undertakes to contribute to the assets of Community Transport in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of Community Transport contracted before he ceases to be a member, and of the costs, charges and expense of winding up, and for the adjustment of the rights of contributories amongst themselves, such amount as may be required not exceeding one pound

7 If upon winding up or dissolution of Community Transport 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 Community Transport but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of Community Transport, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on Community Transport under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of Community Transport at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

THE COMPANIES ACTS 1948 to 1976

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

**ARTICLES OF ASSOCIATION
OF
HCT GROUP**

In these articles, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite them respectively in the second column thereof

WORDS

MEANINGS

The Act

The Companies Act 1948 and any modification, re-enactment or extension of such statute or any provision thereof for the time being in force, and any subordinate legislation made under the same

Community Transport

This company

The articles

These articles of association as originally framed or as from time to time altered by special resolution

The committee

The committee of management for the time being of Community Transport

Office

The registered office of Community Transport

Seal

The common seal of Community Transport

Member

A member of Community Transport

Secretary

Any person appointed by the committee to perform any of the duties of the secretary

The United Kingdom

Great Britain and Northern Ireland

Month

Calendar month

Year

Calendar year

In writing

Written or produced by any substitute for writing, or partly one and partly another

Words importing the singular number only shall include the plural number and vice versa.

Where the context so permits, words importing the masculine gender only may include the feminine and neuter genders and any combination thereof

Words importing persons shall include corporations and local organisation

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in the articles.

Objects of Community Transport

- 2 Community Transport is established for the purposes expressed in the Memorandum of Association

MEMBERS

- 3 The number of members with which Community Transport proposes to be registered is 500, but the committee may from time to time register an increase of members
- 4 The members of Community Transport shall be the subscribers to the Memorandum of Association and such other persons as the committee shall admit to membership

GENERAL MEETINGS

5. An Annual General Meeting shall be held not more than eighteen months after the incorporation of Community Transport and subsequently once in every year, at such time and place as may be determined by the committee Not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next
- 6 All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings The committee may whenever they think fit, and shall on requisition in accordance with the Act, proceed to convene an Extraordinary General Meeting

NOTICE OF GENERAL MEETINGS

- 7 An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by 21 days' notice in writing at the least, and any other general meeting by 14 days' notice in writing at least, exclusive in either case of the day on which it is given Provided that a general meeting shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed -
 - (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat, and
 - (b) in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote thereat, being a majority together representing not less than 95 per cent of the total voting rights at that meeting of all the members

The accidental omission to give notice to, or the non-receipt of notice, by any person entitled to receive notice, shall not invalidate the proceedings at any general meeting

- 8 Every notice calling a general meeting shall specify the place and the day and hour of the meeting and in the case of an Annual General Meeting shall also specify the meeting as such. If other than routine business is to be transacted, the notice shall specify the general nature of such business, and if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.
- 9 Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say -
- (a) reading, considering and adopting the balance sheet and income and expenditure account and reports of the committee and the auditors and other related documents
 - (b) appointing and fixing remuneration of the auditors
 - (c) appointing members of the committee and other officers in place of those retiring by rotation or otherwise

PROCEEDINGS AT GENERAL MEETINGS

- 10 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Three members present in person shall be a quorum for all purposes.
- 11 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 12 The chairperson, if any, of the committee shall preside as chairperson at every general meeting, or if there is no such chairperson, 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 members of the committee present shall elect one of their number to be chairperson of the meeting. If at any meeting no member of the committee is willing to act as chairperson or if no member of the committee is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.
- 13 The chairperson may with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting except where the meeting has been adjourned for thirty days or more when notice of the adjourned meeting shall be given as in the case of an original meeting.
14. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by -

- (a) the chairperson, or
- (b) by at least three members present in person or by proxy, or
- (c) any member or members present in person or by proxy and presenting not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting

A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) 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 minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

- 15 If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the chairperson may direct, and the resolute of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairperson may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll
- 16 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote
- 17 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith. 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, and any business other than that upon which the poll has been demanded may be proceeded with pending the taking of the poll. No notice need be given of a poll not taken immediately
- 18 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 being corporations by their duly authorised representatives) shall be as valid and effective as if the same has been passed at a general meeting duly convened and held

VOTES OF MEMBERS

- 19 Every member shall have one vote
- 20 On a poll votes may be given either personally or by proxy
- 21 An instrument appointing a proxy shall be in writing and signed by the appointer or his attorney or, if the appointer is a corporation, either under seal or by an officer or an attorney. A proxy need not be a member of Community Transport. The committee may, but shall not be bound to, require evidence of the authority of any such attorney or officer
- 22 An instrument appointing a proxy must be left at the Office or such other place (if any) as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting (or in the case

of a poll not less than 48 hours before the time appointed for the taking of the poll) at which it is to be used and in default shall not be treated as valid

- 23 An instrument appointing a proxy may be in the usual common form, or in such other form as the committee may accept, and shall be deemed to confer authority to demand or join in demanding a poll. It need not be witnessed and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- 24 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by Community Transport at the Office before the commencement of the meeting or adjourned meeting or poll at which the vote is given

CORPORATIONS ACTING BY REPRESENTATIVES

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

COMMITTEE OF MANAGEMENT

- 26 The names of the first members of the committee shall be determined in writing by the subscribers to the Memorandum of Association or a majority of them and their number shall be not less than five nor more than 21. Subject to the provisions of article 36, no person who is not a member of Community Transport shall be eligible to hold office as a member of the Committee
- 27 The members of the committee shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the committee or any sub-committee thereof or general meetings or in connection with the business of Community Transport, but shall not be entitled to receive any other remuneration or benefit in money or money's worth from Community Transport except as provided under Clause 4 of the Memorandum

BORROWING POWERS

- 28 The committee may exercise all the powers of Community Transport 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 Community Transport or of any third party

POWERS OF THE committee OF MANAGEMENT

- 29 The business of Community Transport shall be managed by the committee who may pay all expenses incurred in forming and registering Community Transport and may exercise all such powers of Community Transport as are not by the Act or by the

articles required to be exercised by Community Transport in general meeting, subject nevertheless to the provisions of the Act or the articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by Community Transport in general meeting, but no regulation so made by Community Transport shall invalidate any prior act of the committee which would have been valid if such regulation had not been made

- 30 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to Community Transport, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the committee may from time to time determine

APPOINTMENT AND RETIREMENT

- 31 The office of a member of the committee shall be vacated in any of the following events, namely -
- (a) if he resigns by writing under his hand left at the Office,
 - (b) if he becomes liable to be detained or subject to guardianship under Part IV of the Mental Health Act 1959 or under any statutory modification or re-enactment thereof or similar Act for the time being in force,
 - (c) if a receiving order is made against him or he makes any arrangement or composition with his creditors,
 - (d) if he becomes prohibited from being a member of the committee by reason of any court order made under the Companies Acts 1948 and 1976 (including the Insolvency Act 1976),
 - (e) if he ceases to be a member of the committee by virtue of section 185 of the Act,
 - (f) if he is directly or indirectly interested in any contract with Community Transport and fails to declare the nature of his interest as required by section 199 of the Act,
 - (g) if he ceases to be a member of the Community Transport except in the case of any such person appointed under the provisions of Article 35,
 - (h) subject to confirmation by the other members of the committee, if he does not attend three (or such higher number as the committee may decide) successive meetings of the committee of which he shall have been notified,
 - (i) if he shall be an employee of Community Transport and such employment shall for whatsoever reason terminate.
- 32 At the first Annual General Meeting all the members of the committee shall retire from office At each subsequent Annual General Meeting one third of the members of the committee for the time being, or, if their number is not a multiple of three, the number nearest to one third, shall retire from office A member of the committee retiring shall retain office until the close or adjournment of the meeting

- 33 The members of the committee to retire in every year shall be those who have been longest in office since their last election or appointment, but as between persons who became or were last re-elected members of the committee on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot A retiring member of the committee shall be eligible for re-election
- 34 Community Transport at the meeting at which a member of the committee retires under any provision of the articles may fill the vacated office by electing a person thereto, and in default the retiring member of the committee shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of the committee shall have been put to the meeting and lost
- 35 Community Transport may from time to time by ordinary resolution increase or reduce the number of members of the committee, and may also determine in which rotation the increased or reduced number is to go out of the office
- 36 Provided that the number of persons appointed as members of the committee in accordance with the following provisions of this Article shall not from time to time exceed half of the total number of persons who shall be members of the committee, the committee shall have power at any time, and from time to time, to appoint any person to be a member of the committee, either to fill a casual vacancy or as an additional member of the committee, but so that the total number of members of the committee shall not exceed at any time the maximum number fixed in accordance with the articles Any person so appointed need not be a member of Community Transport and shall hold office only until the next Annual General Meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of members of the committee who are to retire by rotation at such meeting
- 37 Community Transport may by ordinary resolution, of which Special Notice has been given in accordance with section 142 of the Act, remove any member of the committee before the expiration of his period of office notwithstanding anything in the articles or in any agreement between Community Transport and such member of the committee, and may by a like resolution appoint another person in his place Community Transport may also by ordinary resolution appoint any person to be a member of the committee either to fill a casual vacancy or as an additional member of the committee

PROCEEDINGS OF THE COMMITTEE OF MANAGEMENT

38. The committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit Questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes, the chairperson shall have a second or casting vote Any member of the committee shall, at any time summon a meeting of the committee It shall not be necessary to give notice of a meeting of the committee to any member thereof absent for the time being from the United Kingdom
- 39 The quorum necessary for the transaction of the business of the committee may be fixed by the committee, and unless so fixed at any other number shall be one quarter of the members for the time being of the committee

- 40 The continuing members of the committee may act notwithstanding any vacancies, but if and so long as the number of members of the committee is reduced below the minimum number fixed by or in accordance with the articles, the continuing members or member of the committee may act for the purpose of filling up such vacancies or of summoning general meetings of Community Transport, but for no other purpose
- 41 The committee may elect a chairperson of their meetings, if no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the same, the members of the committee present may choose one of their number to be chairperson of the meeting
- 42 The committee may delegate any of their powers to sub-committees consisting of such members or such other persons as they think fit. Any sub-committee so formed shall in the exercise of their powers so delegated conform to any regulations that may be imposed on them by the committee
- 43 The meetings and proceedings of any sub-committee shall be governed by the provisions of the articles regulating the meetings and proceedings and meetings of the committee so far as the same are applicable and are not superseded by any regulations made by the committee
- 44 All acts done by any meeting of the committee or a sub-committee thereof, or by any person acting as a member of the committee or sub-committee, shall as regards all persons dealing in good faith with Community Transport, notwithstanding that there was some defect in the appointment or continuance in office of any member of the committee or sub-committee or person acting as such or that any such member or person was disqualified, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the committee or sub-committee
- 45 A resolution in writing signed by all the members of the committee for the time being entitled to receive notice of a meeting of the committee, shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held
- 45A Every member of the committee shall forthwith upon becoming a member of the committee deliver to Community Transport a letter in the following form (or in a form as near hereto as circumstances allow or in any other form which the other members of the committee may approve) -

“To HCT GROUP

I , of , hereby undertake not to act or purpose to act, on behalf of HCT GROUP in any manner whatsoever except in accordance with the express authority of the committee or the members of HCT GROUP

SIGNED as a DEED and DELIVERED)
by)
on the date set out above in the presence of -)

Witness:”

SECRETARY

- 46 Subject to section 21(5) of the Companies Act 1976 the secretary shall be appointed by the committee for such term, at such remuneration consistent with the provisions of Clause 4 of the Memorandum and upon such other conditions as they may think fit, and any secretary so appointed may be removed by them
47. A provision of the Act or the articles requiring or authorising a thing to be done by or to a member of the committee and the secretary shall not be satisfied by its being done by or to the same person acting both as a member of the committee and as, or in place of, the secretary

THE SEAL

- 48 The committee shall provide for the safe custody of the seal, which shall only be used with the authority of the committee or a sub-committee authorised in that behalf by the committee Every instrument to which the seal is affixed shall be signed by a member of the committee and counter-signed by a second member of the committee or by the secretary

ACCOUNTS

- 49 The committee shall cause accounting records to be kept in accordance with section 12 of the Companies Act 1975 The accounting records shall be kept at the Office or, subject to section 12(6) and (6) of the Companies Act 1976, at such other place or places as the committee think fit, and shall always be open to inspection by the officers of the Community Transport
- 50 The committee shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of Community Transport or any of them shall be open to inspection by members not being members of the committee, and no member (not being a member of the committee) shall have any right of inspecting any account or book or document of Community Transport in general meeting
- 51 The committee shall from time to time in accordance with sections 150 and 157 of the Act and section 1, 6 and 7 of the Companies Act 1976 cause to be prepared and printed and to be laid before Community Transport in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections The auditors' report shall be open to inspection and be read before the meeting as required by section 14 of the Companies Act 1967
- 52 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before Community Transport in general meeting, together with a copy of the auditors' report and the report of the committee, shall not less than 21 days before the date of the meeting be sent to every member of, and every holder of debentures of, Community Transport Provided that these articles shall not require a copy of those documents to be sent to any person of whose address Community Transport is not aware or to more than one of the joint holders of any debentures

AUDIT

- 53 Auditors shall be appointed and their duties regulated in accordance with section 161 of the Act, section 14 of the Companies Act 1967 and sections 13 and 18 of the

Companies Act 1976, the members of the committee being treated as the directors mentioned in those sections

NOTICES

- 54 Any notice or document may be served by Community Transport on any member either personally or by sending it through the post in a first class pre-paid letter addressed to such person at the registered address (being within the United Kingdom) as appearing in the register of members or to such other address within the United Kingdom as he may supply to Community Transport for the giving of notices to him, and any notice so served by post shall be deemed to have been duly served notwithstanding that such member be then dead, dissolved or bankrupt and whether or not Community Transport has notice of his death dissolution or bankruptcy
- 55 Notice of any general meeting shall be given in any manner hereinbefore authorised to -
- (a) every member except those members who, having no registered address within the United Kingdom, have not supplied to Community Transport an address within the United Kingdom for the giving of notices to them,
 - (b) every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting, and
 - (c) the auditor for the time being of Community Transport

No other person shall be entitled to receive notices of general meetings

INDEMNITY

- 56 Subject to the provisions of the Act and of the Memorandum of Association, every member of the committee, auditor, secretary or other officer for the time being of Community Transport and the trustees (if any) for the time being acting in relation to any of the affairs of Community Transport including any trust set up by Community Transport to act as a means of raising or holding funds for Community Transport and each of their representatives shall be entitled to be indemnified by Community Transport from and against all actions costs charges losses damages expenses and liabilities which they shall or may incur or sustain by or in the execution and discharge of their duties or supposed duties or in relation thereto and none of them shall be answerable for the acts receipts neglects or defaults of the others or other of them or for joining in any receipts for the sake of conformity or for any bankers or other persons with whom any money or effects of Community Transport shall be placed or invested or for any other loss misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto, but this article shall have effect only in so far as its provisions are not avoided by section 205 of the Act

WINDING UP

- 57 Upon the winding up or dissolution of Community Transport the provisions of clause 7 of the Memorandum of Association shall have effect and be observed as if the same were repeated herein