

**MAIDSTONE TRUST LIMITED**

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Filed in accordance with

S18(2) of the Companies Act 1985

*Lawrence Graham*  
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Lawrence Graham



**MEMORANDUM AND ARTICLES OF ASSOCIATION**

of

**MAIDSTONE TRUST LIMITED**

Incorporated 28th April 1998

Amended by Special Resolution dated 22 May 1998

Amended by Special Resolution dated 28 July 1998

Company No: 3557576



**LAWRENCE GRAHAM**

190 STRAND, LONDON WC2R 1JN  
TEL: 0171 379 0000 FAX: 0171 379 6854

Ref: 0593379.04

**MEMORANDUM OF ASSOCIATION**

**of**

**MAIDSTONE TRUST LIMITED**

Incorporated 28th April 1998

LAWRENCE GRAHAM

190 Strand

London WC2R 1JN

Tel: 0171-379 0000

Ref: 0593379.04

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION OF**  
**MAIDSTONE TRUST LIMITED**

**NAME**

1. The name of the Company (hereinafter called the "Company") is "MAIDSTONE TRUST LIMITED".

**REGISTERED OFFICE**

2. The Company's registered office is to be situated in England and Wales.

**OBJECTS**

3. The Company is established with the following objects ("the Objects"):-
  - \*(i) the establishment of a river park for the benefit of the general public and the promotion of recreation and other leisure time occupation and the improvement of the conditions of lives of the inhabitants of Maidstone;
  - (ii) to provide and assist generally in the provision of facilities for leisure time occupation for the community and visitors to Maidstone and the Maidstone area in the interests of social welfare, such facilities being provided to the public at large save that special facilities may be provided for persons who by reason of their youth, age, infirmity or disability may have need of special facilities; and

**POWERS**

4. In furtherance of the above Objects but not further or otherwise the Company shall have the following powers:-
  - (1) to provide operate and manage or arrange for the provision, operation or management of leisure and recreational Facilities in the Maidstone area and at such other alternative or additional locations as the Trustees may determine;

- (2) to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise, and in particular to receive funds from governmental, local authority, health authority and other sources, provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities (other than in the course of the actual carrying out of a primary purpose of the Company) in raising funds for the above mentioned charitable objects;
- (3) to take such steps by personal or written appeals, public meetings or otherwise as may seem expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- (4) to take any gift of property whether subject to any special trust or not for all or any of the objects of the Company;
- (5) to receive money on deposit upon such terms as the Company may approve;
- (6) subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit;
- (7) to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company associated with the Company for the furtherance of the objects of the Company;
- (8) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (9) to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;

- (10) to take on lease or otherwise occupy and use the current and any future facilities and to purchase, take on lease or in exchange, hire, borrow or otherwise acquire any real or personal property, and any rights, services or privileges which the Company may consider necessary or convenient for the promotion of its Objects and generally to manage, invest and expend all monies and assets belonging to the Company;
- (11) to make, purchase, hire and otherwise acquire plant, machinery, furniture, fixtures, fittings and properties, and all other effects of every description necessary, convenient, usually and normally used in connection with and for the purposes of all or any of the objects of the Company;
- (12) to make such charges as the Company shall consider fit or to provide free of charge any of the services provided by the Company;
- (13) to construct, maintain, demolish, manage and alter any bridges, landscape, park land, buildings, erections or other properties which the Company may think necessary for the promotion of its Objects;
- (14) subject to such consents as may be required by law, to sell, let, lend, mortgage, dispose of, grant licences, options, turn to account or otherwise deal with all or any of the property or assets of the Company with a view to the furtherance of its objects;
- (15) to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (16) to make any donations in cash or assets or to establish and support or aid in the establishment and support of any charitable trusts or associations or institutions and to subscribe, donate cash or assets, or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
- (17) to appoint and employ such persons on such reasonable and proper terms and at such remuneration and upon such conditions as may from time to time be determined to enable the Company to fulfil its Objects;

- (18) to employ solicitors, bankers, brokers and other professional persons to transact any business required to be done in the execution of the trusts hereof (including the receipt and payment of money);
- (19) to employ professional and technical advisers and consultants of every kind in connection with the objects of the Company and to pay reasonable and proper fees for their services;
- (20) to delegate upon such terms and at such reasonable remuneration as the directors may think fit to professional investment managers ("the Managers") the exercise of all or any of their powers of investment Provided always that:
  - (i) the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services Act 1986;
  - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the directors and within the powers of investment conferred by this deed;
  - (iii) the Managers shall be under a duty to report fully and promptly to the directors any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the directors within 14 days and to report on the performance of investments managed by them at least every three months;
  - (iv) the directors shall be entitled at any time and without notice to review alter or determine the delegation or terms;
  - (v) the directors shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the directors to undertake such reviews within the period of 12 months shall not invalidate the delegation; and
  - (vi) the directors shall be liable for any failure to take reasonable care in choosing the Managers fixing or enforcing the terms upon which the Managers are employed requiring the remedying of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for the acts and defaults of the Managers;
- (21) to insure and arrange insurance cover for and to indemnify its officers, employees, voluntary workers and members from and against all such risks

incurred in the course of the performance of their duties as may be thought fit and to purchase and maintain for its officers such insurance as may be so purchased and maintained under Section 310 of the Companies Act 1985;

- (22) subject to Clause 5 hereof to grant pensions to employees from the funds of the Company and to pay or subscribe to funds or schemes, whether established by the Company or not, for the provision of pension and retirement benefits to or for employees and former employees of the Company, their widows, children and dependants;
- (23) to subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body; furthermore, to transfer all or any part of the property, assets, liabilities and engagements of the Company as may be lawfully transferred to any such charitable organisation, institution, society or body;
- (24) to enter into contracts, agreements and arrangements with any other company including (but without limitation) contracts, agreements and arrangements for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed;
- (25) to co-operate with and to enter into any arrangements with any governmental authorities, supreme, superannuation, municipal, local or otherwise, and to obtain from any such governmental authority any rights, privileges, and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (26) to enter into association, link, liaise and exchange information with other organisations and bodies throughout the world in pursuance of the Company's objects;
- (27) to enter into any scheme promoted by governmental or other authorities;

- (28) to do all or any of the above things in any part of the world whether as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and to enter into any arrangements or schemes with others for the accomplishment of the objects of the Company and all or any of the above things;
- (29) to provide indemnity insurance to cover the liability of the directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as directors of the Company;
- (30) to procure the Company to be registered or recognised in any foreign country or place;
- (31) 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; and
- (32) to do all such other lawful things as are necessary for the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this Clause and in the clauses of this Memorandum of Association shall be deemed to include any individual, partnership, corporation, association, institution, trust, society, government, local authority, health authority, statutory body or departments of any government, local authority, health authority or other statutory body, or other body of persons whether domiciled in the United Kingdom or elsewhere and whether having independent and separate juridical status or not and words denoting the singular number only shall include the plural number and vice versa, and the powers specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded as independent powers, and not limited or restricted by reference to or by inference from the terms of any other paragraph or the name of the Company.

Provided that:

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
- (b) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, or without taking such steps and following such procedures as may be required by law, and as regards any such property the Board of directors of the Company shall be chargeable for any such property that may come into its hands and shall be answerable and accountable for its own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such Board would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over such Board but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

#### **APPLICATION OF INCOME AND PROPERTY**

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 member of the Board 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:

- (a) of reasonable and proper remuneration to any member officer or servant of the Company (not being a member of its Board) for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of the Board at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Board or 3 per cent whichever is the greater;

- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of the Board;
- (d) of fees, remuneration or other benefit in money or moneys worth to a company of which a member of the Board may also be a member holding not more than 1/100th part of the capital of that company;
- (e) to any member of the Board of reasonable and proper out-of-pocket expenses; and
- (f) of any premium in respect of any indemnity insurance provided by virtue of Clause 3(29).

And any member of the Board who is a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional fees or other charges for work done by him or his firm when instructed by his fellow directors so to act in that capacity on behalf of the Company.

#### **LIMITED LIABILITY**

6. The liability of the members is limited.

#### **CONTRIBUTIONS IN THE EVENT OF WINDING-UP**

7. Every member of the Company undertakes to contribute to the assets of the Company if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amounts as may be required not exceeding £1.

**DISTRIBUTION OF ASSETS ON WINDING-UP/DISSOLUTION**

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 or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall 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 if and so far as effect cannot be given to such provision, then to some other charitable object.

**ALTERATIONS/WINDING-UP**

9. No alteration of the Memorandum and/or Articles of Association of the Company shall be made and no voluntary winding-up of the Company and any subsidiary companies shall be effected whilst the Company is solvent without prior consultation by the Company's Board of Directors ("the Board") with the Council of the Borough of Maidstone and its successors ("the Council"), although any final decision to alter or wind-up the Company and any subsidiary companies shall be made at the discretion of the Board PROVIDED FURTHER THAT no alteration to clause 3.1 (objects), clause 7 (dissolution) and this clause 8 (alterations and winding-up) of the Memorandum of Association and to article 85 (dissolution) of the Articles of Association may be made without the prior written approval of the Charity Commission and also PROVIDED FURTHER THAT no alteration may be made which would cause the Company to cease to be a charity in law.

WE, the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum.

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**Name and Address of Subscriber**

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SIMON JAMES CRAWFORD RANDALL

Craigower

Woodland Rise

Sevenoaks

Kent TN15 0HZ

Partner

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Dated April 1998

Witness to the above Signatures:-

Miss J. M. Bussell

190 Strand

London WC2R 1JN

Solicitor

**ARTICLES OF ASSOCIATION  
OF  
MAIDSTONE TRUST LIMITED**

Incorporated 28th April 1998

**LAWRENCE GRAHAM**  
190 Strand  
London WC2R 1JN  
Tel: 0171-379 0000

Ref: 0593379.04

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION OF**  
**MAIDSTONE TRUST LIMITED**

**INTERPRETATION**

1. In these Articles:-

|                          |                                                                                                                                                                                          |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Articles"           | means these Articles of Association, and the regulations of the Company from time to time in force;                                                                                      |
| "the Act"                | means the Companies Act 1985 and the Companies Act 1989 including any statutory modification or re-enactment thereof for the time being in force;                                        |
| "the Board"              | means the Board of Directors of the Company;                                                                                                                                             |
| "the Council"            | means the Council of the Borough of Maidstone and its successors;                                                                                                                        |
| "clear days"             | in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| "the Company"            | means Maidstone Trust Limited;                                                                                                                                                           |
| "executed"               | includes any mode of execution;                                                                                                                                                          |
| "Local Authority Person" | means a person associated with Maidstone Borough Council within the meaning of Section 69(5) of the Local Government & Housing Act 1989 which includes a member of the Council or        |

an officer of the Council or person who has been a member of the Council within the preceding four years or a person who is both an employee of a company under the control of the Council and a director, manager or similar officer of that company;

"office" means the registered office of the Company;

"the seal" means the common seal of the Company;

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

" Maidstone" means the administrative area of Maidstone Borough Council;

"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography, and other modes of representing or reproducing words in a visible form including telex and facsimile.

Unless the context otherwise requires:-

- (a) words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company; or
- (b) words denoting the singular number only shall include the plural number also and vice versa; words denoting the masculine gender shall include the feminine gender and vice versa; words denoting persons only shall include individuals, corporations, unincorporated associations, partnerships, institutions, trusts, governments, local authorities, health authorities, statutory bodies, departments of governments, local authorities, health authorities and statutory bodies and any other body or persons whether domiciled in the United Kingdom or elsewhere and whether having independent and separate juridical status or not.

The regulations in Table C of the Companies (Table A to F) Regulations 1985 shall not apply to the Company.

## **OBJECTS**

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

## **MEMBERS**

3. The number of members with which the Company proposes to be registered is one but the Board may from time to time register an increase of Members.
4. The subscribers to the Memorandum of Association and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the Board. Every person who wishes to become a member of the Company shall deliver to the Company an application for membership in such form as the Board require signed by him.
5. A member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company or immediately with the approval of the Board. Membership shall not be transferable and shall cease on death.
6. Any elected member or nominee of the Council who ceases to be such a member or nominee, shall immediately cease to be a member of the Company and there upon his name shall be removed from the register of members of Company.
7. The Board shall have the right for good and sufficient reason to terminate the membership of any member provided that notice of an intended resolution to remove a member shall be given to the member by the Board. Such notice shall inform the member of the time and place of the Board Meeting at which the resolution is to be proposed, and inform the member that he is entitled to make representations in writing prior to or at the Meeting or orally at the Meeting, such representation not to exceed a reasonable length. On considering such representations, the Board may make a final decision by a simple majority of votes of members present at the Meeting.

## HONORARY MEMBERS, PATRONS AND ADVISORY COMMITTEES

8. (a) The Board shall have power to elect honorary members of the Company in recognition of special services rendered to the Company for life or for such other period as shall be determined by the Board.
- (b) Honorary Members of the Company shall have no vote at general meetings.
9. The Board shall have power:
  - (a) to elect an Honorary President or Presidents and Vice President or Vice Presidents of the Company for life or until resignation of office;
  - (b) to approach suitable persons to be Patrons of the Company for life or until such person shall resign such office;
  - (c) to appoint Advisory Committees on such terms as the Board may approve.

Such Honorary Officers, Patrons of the Company and members of the Advisory Committees 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 thereat and shall not count towards the quorum.

## SUPPORTERS

10. The Board shall have power to promote associations to support the work of the Company or of any of its facilities and to provide services to members of such associations; members of such associations, however, shall not be members of the Company and shall have no rights or liabilities under these Articles.

## GENERAL MEETINGS

11. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Board shall appoint.
12. All general meetings other than annual general meetings shall be called extraordinary general meetings.

13. The Board may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

#### **NOTICE OF GENERAL MEETINGS**

14. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice 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 any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time, date and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. All general meetings shall be held in Maidstone.

The notice shall be given to all the members and to each of the directors and the auditors.

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

#### **PROCEEDINGS AT GENERAL MEETING**

16. No business shall be transacted at any meeting unless a quorum of members is present at the time when the meeting proceeds to business. Three persons each being a member or a proxy for a member or a duly authorised representative of a person who is not an individual, shall be a quorum.
17. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall

stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.

18. The chairman, if any, of the Board or in his absence some other director nominated by the Board shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman, and, if there is only one director present and willing to act, he shall be chairman.
19. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
20. The chairman 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
21. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
  - (a) by the chairman; or
  - (b) by at least two members having the right to vote at the meeting; or
  - (c) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting;and a demand by a person as proxy for a member shall be the same as a demand by the member.
22. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be

conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

23. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
24. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
25. The chairman will be entitled to a casting vote provided that if the chairman is a Local Authority Person the exercise of such a right shall not cause the company to be deemed to be a regulated company for the purposes of the Local Authorities (Companies) Order 1995 or any other regulation made pursuant to the Local Government & Housing Act 1989.
26. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
27. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
28. A resolution in writing signed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

## VOTES OF MEMBERS

29. On a show of hands every member who (being an individual) is present in person or (not being an individual) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member present in person or by duly authorised representative or by proxy shall have one vote.
30. A member in respect of whom an order had been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
31. 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 chairman whose decision shall be final and conclusive.
32. On a poll votes may be given either personally or by proxy. A proxy need not be a member of the Company.
33. An instrument appointing a proxy shall be in writing signed in the case of an individual, by or on behalf of the appointor and in the case of a corporation shall be given either under its common seal or signed on its behalf by an attorney or officer of the corporation, and shall be in the following form, (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve) :-

"Maidstone Trust Limited"

I [ ] of [ ] being a member of the  
above-named Company, hereby appoint the Chairman of the meeting \*/  
[ ]\* of [ ] or failing him  
[ ] of [ ] as my proxy to vote in my name

on my behalf at the annual/extraordinary general meeting of the Company to be held on [                    ] day of [                    ] 19[    ], and at any adjournment thereof.

This form is to used in respect of the resolutions mentioned below as follows:

Resolution No 1 \* for \* against

Resolution No 2 \* for \* against

\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this                    day of                    19    "

34.A The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified notarially or in some other way approved by the Board may:-

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

34.B A vote given or poll demanded by proxy or by the duly authorised representative of a member who is not an individual 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 office or at such other place at which the instrument of proxy was duly deposited 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 taken the poll.

35. Any corporation which is a member of the Company 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 the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company.

## **BOARD**

36. Unless otherwise determined by ordinary resolution, the number of directors shall be not more than 11 and shall be not less than 6.

The Board shall consist of:

- \* (i) 1 director nominated in accordance with Clause 37.10 hereof
- (ii) A maximum of 8 elected directors
- (iii) A maximum of 2 co-opted directors

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **37. Elected Directors**

- 37.1 The first director of the Company shall be that person named in the statement delivered pursuant to S10(2) of the Act, who shall be deemed to have been appointed under the Articles.
- 37.2 The first elected directors of the Board shall be appointed by the member for the time being of the Company.
- 37.3 At the first annual general meeting, all the elected directors shall retire from office.
- 37.4 At every subsequent annual general meeting one third of the elected directors or, if their number is not three or a multiple of three the number nearest to one third shall retire from office, but, if there is only one director who is subject to retirement by rotation he shall retire.

37.5 Subject to the Act, the elected directors chosen to retire shall (unless they otherwise agree) be decided by alphabetical order of surnames.

\*37.6 A retiring elected director shall not be eligible for immediate re-election but shall be eligible for re-election after the lapse of one calendar year.

37.7 If the Company, at the meeting at which an elected director retires in the above manner, does not fill the vacancy the retiring elected director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is expressly resolved not to fill the vacancy or unless a resolution for the reappointment of the elected director is put to the meeting and lost.

37.8 No person other than a director retiring at the meeting shall be eligible for election to the Board at any general meeting unless:

- (a) he is recommended by the Board; or
- (b) 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 Company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed.

**37.9 Co-opted Directors**

The Board shall have the power to co-opt members to the Board provided that such co-opted directors shall not exceed 2.

**\*37.10 Nominated Directors**

The Council shall have the right to nominate one member of the Board, such nominee being either an elected Council member, a Council officer or such other person nominated by the Council and who may be removed and replaced by such other nominee as the Council may in its absolute discretion from time to time decide.

**37.11 Local Authority Persons**

Any appointments to the Board of Local Authority Persons should be made having regard to the Local Authorities (Companies) Order 1995 and at no time should an appointment be made so as to cause the Company to be deemed to be a regulated company for the purposes of the Local Authorities (Companies) Order 1995 or any other regulation made pursuant to the Local Government and Housing Act 1989.

## **DISQUALIFICATION OF DIRECTORS**

38. The office of a director shall be vacated if:-

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either:-
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice in writing to the Company; or
- (e) he is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act; or
- (f) he shall have been absent without permission of the Board from two consecutive meetings of the Board and the Board resolve that his office be vacated; or
- \*(g) his period of service has reached the maximum permitted under Article 37.4.

## **REMUNERATION OF DIRECTORS**

39. The directors shall not be entitled to any remuneration.

## **DIRECTORS' EXPENSES**

40. The directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or any committee of the Board or general meetings of the Company or separate meetings of the holders of debentures of the Company or otherwise in connection with the business of the Company or the discharge of their duties.

## **BORROWING POWERS**

41. 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 third party subject to such consents as may be required by law.

## **POWERS AND DUTIES OF THE BOARD**

42. Subject to the provisions of the Act, the Memorandum and the Articles and to any lawful directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
43. In the exercise of the aforesaid powers and in the management of the business of the Company, the members of the Board shall always be mindful that they are charity trustees within the definition of Section 97(1) of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.
44. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

## DIRECTORS' INTERESTS

45. A member of the Board shall not vote in respect of any contract in which he is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted. Subject to the provisions of the Act and the Memorandum of Association of the Company, and provided that he has disclosed to the Board the nature and extent of any material interest of his, a director notwithstanding his office -
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and
  - (b) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
46. For the purposes of regulation 55 -
- (a) a general notice given to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
  - (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
47. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

## PROCEEDINGS OF THE BOARD

48. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. The chairman shall not have a second or casting vote.

- \*49. The quorum necessary for the transaction of the business of the Board may be fixed by the Board, and unless so fixed at any other number shall be six and shall include a director nominated in accordance with Article 37.10.
50. The continuing members of the Board or a sole continuing director may act notwithstanding any vacancy in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
51. The Board may appoint one of their number to be the chairman of the Board, and may elect a vice-chairman, a treasurer, a secretary and other officers. The Board may at any time remove them from those offices and may determine the period for which they are to hold office. Unless he is unwilling to do so, the director so appointed as chairman shall preside at every meeting of the Board at which he is present. But if there is no director holding the office of chairman or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the vice-chairman, if any, shall act as chairman, and if the vice-chairman is not present or not willing or if no such vice-chairman is elected the directors present may appoint one of their number to be chairman of the meeting.
52. All acts bona fide done by a meeting of the Board or of a committee of the Board, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
53. A resolution in writing, signed by all the directors entitled to receive notice of a meeting of the Board or of a committee of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more directors
54. If a question arises at a meeting of the Board or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

**DELEGATION OF POWERS**

55. The directors shall have the power to appoint an individual to be known as the 'Chief Executive' who shall not be a member of the Board to whom they may delegate responsibility for the day to day management and administration of the Company.
56. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it may determine, provided that every such agent shall report all his actions fully to the Board as soon as possible.
57. (a) The Board may delegate any of its powers or the implementation of any of its resolutions to any committee consisting of such persons as the Board may determine provided that the committee shall nonetheless have power to co-opt up to one quarter more members.
- (b) The resolutions making that delegation shall specify the financial limits within which any committee shall function.
- (c) The deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary.
- (d) All delegations under this article shall be revocable at any time.
- (e) The Board may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.
- (f) For the avoidance of doubt the Board may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any director.
58. Notwithstanding any other provision of this Article **FIRSTLY** no meeting of any committee as aforesaid shall be quorate unless at least one director shall be present and **SECONDLY** no resolution of any committee as aforesaid shall be passed unless the director or directors present (or a majority of them if more than two) shall vote in favour of the resolution concerned in addition to a majority of the committee as a whole.

59. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board.

### **SECRETARY**

60. Subject to the provisions of the Act, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board may think fit; and any secretary so appointed may be removed by it. No member of the Board may occupy the salaried position of secretary.
61. A provision of the Act or these Articles requiring or authorising a thing to be done by a director and the secretary shall not be satisfied by its being done by the same person acting both as a director and as, or in place of, the secretary.

### **MINUTES**

62. The Board shall cause minutes to be made in books kept for the purpose:-
- (a) of all appointments of officers made by the directors; and
  - (b) of all proceedings at meetings of the Company, and of the Board, and of committees of the Board, including the names of the directors present at each such meeting.

### **THE SEAL**

63. The Board shall provide for the safe custody of the seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

### **ACCOUNTS**

64. The Board shall cause accounting records to be kept in accordance with the provisions of the Act.
65. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the officers of the Company.

66. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Board, and no member (not being a member of the Board) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting.
67. The Board shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Company in general meeting such income and expenditure accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.
68. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the auditor's report, and Board's report, shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

#### **AUDIT**

69. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

#### **NOTICES**

70. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
71. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

72. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
73. 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.

#### **ALTERATIONS AND WINDING-UP**

74. No alteration of the Memorandum and/or Articles of Association of the Company shall be made and no voluntary winding-up of the company and any subsidiary companies shall be effected whilst the Company is solvent without prior consultation with the Council, although any final decision to alter or wind-up the Company and any subsidiary companies shall be made at the discretion of the Board PROVIDED THAT no alteration to Clause 3.1 (objects), Clause 8 (dissolution) and Clause 9 (alterations and winding-up) of the Memorandum of Association and Article 84 (dissolutions) of the Articles of Association may be made without prior written approval of the Charity Commission and also PROVIDED FURTHER THAT no alteration may be made which would cause the Company to cease to be a charity in law.

#### **DISSOLUTION**

75. Clauses 7, 8 and 9 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.

#### **INDEMNITY**

76. In the execution of his duties and the exercise of his rights in relation to the affairs of the Company (and without prejudice to any indemnity to which he may otherwise be entitled) every member of the Board shall be entitled to be indemnified out of the assets of the Company and the Company shall be entitled to purchase and maintain for such officer insurance against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of

any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the member of the Board who is sought to be made liable. Every director or other officer or auditor of the Company shall also be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. This Article shall only have effect insofar as it is not avoided by any provision of the Act.

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**Name and Address of Subscriber**

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SIMON JAMES CRAWFORD RANDALL

Craigower

Woodland Rise

Sevenoaks

Kent TN15 0HZ

Partner

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Dated April 1998

Witness to the above Signatures:-

Miss J. M. Bussell

190 Strand

London WC2R 1JN

Solicitor