

FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3914937

The Registrar of Companies for England and Wales hereby certifies that  
EAST GRINSTEAD HOUSING SOCIETY LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 25th January 2000



\*N03914937N\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC007B



Companies House

— for the record —

12

Please complete in typescript,  
or in bold black capitals.

CHFP000

## Declaration on application for registration

Company Name in full

EAST GRINSTEAD HOUSING SOCIETY  
LIMITED

I, ROGER WILLIAM LUMLEY

of CHARDONDA HOUSE JUDGES TERRACE  
EAST GRINSTEAD WEST SUSSEX RH19 3AD

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

*R. W. Lumley*

Declared at

MASON & BEER  
6 HIGH ST., EAST GRINSTEAD  
WEST SUSSEX RH19 3AP  
(01342-311255 DX 300203)

Day Month Year

On

07 12 1999

• Please print name.

before me •

GERARD CHARLES FRANCIS CAPON

Signed

*G. C. Capon*

Date

7<sup>th</sup> December 1999

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

R. W. LUMLEY - WAUGH'S SOLICITORS  
JUDGES TERRACE EAST GRINSTEAD  
RH19 3AD Tel 01342 323545  
DX number 300202 DX exchange EAST GRINSTEAD



ED6

\*E1EKNNC2\*

0092

COMPANIES HOUSE

22/01/00

Form revised June 1990

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



Companies House

— for the record —

Please complete in typescript,  
or in bold black capitals.

CHFP000

Notes on completion appear on final page

10

First directors and secretary and intended situation of  
registered office

Company Name in full

EAST GRINSTEAD HOUSING  
SOCIETY LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

LINFIELD LODGE

LONDON ROAD

Post town

EAST GRINSTEAD

County / Region

WEST SUSSEX

Postcode

RH19 1PC

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.



Agent's Name

WAUGHES SOLICITORS (REF R.W.L.)

Address

CLARENDON HOUSE

JUDGES TERRACE

Post town

EAST GRINSTEAD

County / Region

WEST SUSSEX

Postcode

RH19 3AD

Number of continuation sheets attached

3

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

R.W. LUMLEY of WAUGHES SOLICITORS

Tel 01342 323545

DX number 300202 DX exchange EAST GRINSTEAD



ED6  
COMPANIES HOUSE

0093  
22/01/00

Form revised July 1995

When you have completed and signed the form please send it to the  
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

## Company Secretary (see notes 1-5)

Company name **EAST GRINSTEAD HOUSING SOCIETY LTD**

NAME \*Style / Title

MR

\*Honours etc

\* Voluntary details

Forename(s)

FREDERICK HOPE LINTON

Surname

PARK

Previous forename(s)

-

Previous surname(s)

-

Address

COTCHFORD HILL

### Usual residential address

For a corporation, give the registered or principal office address.

COTCHFORD LANE

Post town

HARTFIELD

County / Region

EAST SUSSEX

Postcode

TN7 4DN

Country

ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

X *F. Lint* X

Date

29.11.99

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MRS

\*Honours etc

Forename(s)

PATRICIA HELEN

Surname

NORMAN

Previous forename(s)

-

Previous surname(s)

-

Address

GROVE HOUSE

### Usual residential address

For a corporation, give the registered or principal office address.

BEACONSFIELD ROAD

Post town

CHELWOOD GATE

County / Region

SUSSEX

Postcode

RH17 7JU

Country

ENGLAND

Day Month Year

Date of birth

31.11.1927

Nationality

BRITISH

Business occupation

Retired

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

*P. Norman*

Date

29.11.99

**Company Secretary** (see notes 1-5)

Company name

EAST CRINSTEAD HOUSING SOCIETY LTD

NAME \*Style / Title

\*Honours etc

\*Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

# Company Secretary (see notes 1-5)

Company name

EAST GRINSTEAD HOUSING SOCIETY LIMITED

NAME \*Style / Title

\*Honours etc

\*Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

**Company Secretary** (see notes 1-5)

Company name

EAST GRINSTEAD HOUSING SOCIETY LIMITED

NAME \*Style / Title

\*Honours etc

\*Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

01 03 1932

Nationality

BRITISH

Business occupation

RETIRED MEDICAL PRACTITIONER

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature

Date

29.11.99

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	MRS		<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>	BRENDA MAY			
	<b>Surname</b>	HILDRETH			
	<b>Previous forename(s)</b>	-			
	<b>Previous surname(s)</b>	-			
<b>Address</b>	THE OLD HOUSE				
<b>Usual residential address</b>	THE GREEN HARTFIELD ROAD				
For a corporation, give the registered or principal office address.	<b>Post town</b>	FOREST ROW			
	<b>County / Region</b>	EAST SUSSEX	<b>Postcode</b>	RH18 5EA	
	<b>Country</b>	ENGLAND			
	<b>Date of birth</b>	Day	Month	Year	<b>Nationality</b>
		09	11	1931	BRITISH
	<b>Business occupation</b>	Retired			
	<b>Other directorships</b>	-			
	I consent to act as director of the company named on page 1				
<b>Consent signature</b>	Brenda M Hildreth			<b>Date</b>	29.11.99

**This section must be signed by****Either****an agent on behalf of all subscribers****Signed**

N. Hildreth

**Date**

29.11.99

AGENT FOR SUBSCRIBERS

**Or the subscribers****Signed****Date****( i.e those who signed as members on the memorandum of association).****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.  
**The date of birth must be given for every individual director.**

4. Other directorships:

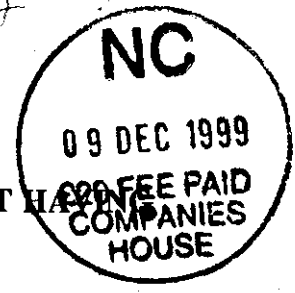
- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:
  - dormant,
  - a parent company which wholly owned the company making the return,
  - a wholly owned subsidiary of the company making the return, or
  - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

702223

5914937



**COMPANIES ACTS 1985 and 1989**  
**COMPANY LIMITED BY GUARANTEE AND NOT BY SHARES**  
**A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF**  
**EAST GRINSTEAD HOUSING SOCIETY LIMITED**

0013293

**1. NAME**

The name of the Company is East Grinstead Housing Society Limited ("the Charity")

**2. REGISTERED OFFICE**

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

**3. OBJECTS**

The objects of the Charity are the provision of housing and associated amenities for elderly persons who are of limited means in East Grinstead in the County of West Sussex and elsewhere ("the Objects")

**4. POWERS**

The charity has the following powers, which may be exercised only in promoting the Objects

- 4.1 To promote or carry out research
- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities



- 4.6 To raise funds (but not by means of taxable trading)
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8 To acquire or hire property of any kind
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To make grants or loans of money and to give guarantees
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4.12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.13.2 every transaction is reported promptly to the Trustees
  - 4.13.3 the performance of the investments is reviewed regularly with the Trustees
  - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
  - 4.13.7 the financial expert must not do anything outside the powers of the Trustees
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

- 4.16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity
- 4.20 To pay the costs of forming the Charity and converting it from an industrial and provident society into a company limited by guarantee
- 4.21 To do anything else within the law which promotes or helps to promote the Objects

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

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
  - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in respect of any business of the Charity entrusted to that Trustee
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which a Trustee has no more than a one per cent shareholding

5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if

5.3.1 the goods or services are actually required by the Charity

5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4

5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

5.4.1 declare an interest at or before discussion begins on the matter

5.4.2 withdraw from the meeting for that item unless invited to remain in order to provide information

5.4.3 not be counted in the quorum for that part of the meeting

5.4.4 have no vote on the matter

5.5 This clause may not be amended without the prior written consent of the Commission

## **6. LIMITED LIABILITY**

The liability of members is limited

## **7. GUARANTEE**

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

## **8. DISSOLUTION**

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

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

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

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

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

## **9. INTERPRETATION**

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

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

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

Names and Addresses of Subscribers

Signatures of Subscribers

PATRICIA HELEN NORMAN  
OF GROVE HOUSE BEACONSFIELD  
ROAD CHELWOOD GATE SUSSEX  
RH17 7JU

*Patricia Norman*

BRENDA MAY HILDRETH  
OF THE OLD HOUSE THE GREEN  
HARTFIELD ROAD FOREST ROW  
EAST SUSSEX RH18 5EA

*Brenda M. Hildreth*

RICHARD MORLEY LODGE  
OF LAKE HOUSE DORMANS PARK  
EAST CRINSTEAD WEST SUSSEX  
RH19 2LR

*Richard Lodge*

MARGARET COLHURANE  
OF OLD POSINGFORD HARTFIELD  
EAST SUSSEX TN7 4HA

*Margaret Colhurne*

ROGER AEE ORCUTT  
OF LEAMERS END HAMMINGDEN  
WANE WEST HATCHLY WEST SUSSEX  
RH19 4PT

*R. Orcutt*

Date 29th NOVEMBER 1999

Witness to the above signatures

*R. W. Lumley*

R. W. LUMLEY

Name, address and occupation of witness

ROGER WILLIAM LUMLEY  
OF CLARENDON HOUSE 6  
JUDGES TERRACE EAST  
CRINSTEAD WEST SUSSEX  
RH19 3AD  
SOLICITOR

*R. W. Lumley*  
Signature of witness

**COMPANIES ACTS 1985 and 1989**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING**  
**A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION OF**  
***EAST GRINSTEAD HOUSING SOCIETY LIMITED***

-----

**1. MEMBERSHIP**

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 Membership of the Charity is open to any individual interested in promoting the Objects who
  - 1.3.1 applies to the Charity in the form required by the Trustees
  - 1.3.2 is approved by the Trusteesand
  - 1.3.3 signs the Register of members or consents in writing to become a member
- 1.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1.5 Membership is terminated if the member concerned
  - 1.5.1 gives written notice of resignation to the Charity
  - 1.5.2 dies
  - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due)or
  - 1.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the

member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

- 1.6 Membership of the Charity is not transferable
- 1.7 In addition to membership of the Charity the Trustees may elect individuals as Friends of the Charity on such terms as to subscription and otherwise as the Trustees shall from time to time decide. Friends shall not be members and shall not be entitled to receive notice of or attend general meetings of the Charity

## **2. GENERAL MEETINGS**

- 2.1 Members are entitled to attend general meetings. General meetings are called on at least clear 21 days written notice specifying the business to be discussed but the accidental omission to give notice of the meeting to any one or more members does not invalidate decisions taken at the meeting
- 2.2 There is a quorum at a general meeting if the number of members personally present is at least five
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee elected by those members present presides at a general meeting
- 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person has one vote on each issue
- 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2.7 The Charity must hold an AGM in every year which all members are entitled to attend
- 2.8 At an AGM the members:
  - 2.8.1 receive the accounts of the Charity for the previous financial year which need not be co-terminus with the calendar year
  - 2.8.2 receive the Chairman's report on the Charity's activities since the previous AGM

- 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
- 2.8.4 elect persons to be Trustees to fill the vacancies arising
- 2.8.5 appoint or re-appoint auditors for the Charity
- and
- 2.8.6 discuss and determine any other business put before them
- 2.9 Any general meeting which is not an AGM is an EGM
- 2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least ten members

### **3. THE TRUSTEES**

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds
- 3.2 The Trustees when complete consist of at least five and not more than twenty individuals, all of whom must be members.
- 3.3 The first Trustees of the Charity are the persons who at the date of the conversion of the Society into a company limited by guarantee comprised the Committee of Management of the Society
- 3.4 Every new Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.5 One third (or the number nearest but not exceeding one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots. For the purposes of this Article membership of the Committee of Management of the Society shall be taken into account
- 3.6 A Trustee's term of office automatically terminates if he or she:
  - 3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
  - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
  - 3.6.3 is absent from four consecutive meetings of the Trustees without special dispensation from the Trustees

- 3.6.4 ceases to be a member
- 3.6.5 resigns by written notice to the Trustees (but only if at least five Trustees will remain in office)
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

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

- 4.1 The Trustees must hold at least four meetings each year
- 4.2 A quorum at a meeting of the Trustees is three Trustees
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

#### **5. POWERS OF TRUSTEES**

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

- 5.1 To appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act

- 5.2 To appoint a Chairman, Treasurer and other honorary officers from among their number
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them but at least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees
- 5.4 To make rules (consistent with the Memorandum, these Articles and the Act) to govern the use of its seal (if any) and proceedings at general meetings at Trustees' meetings and at meetings of committees
- 5.5 to make bye-laws and regulations consistent with the Memorandum, these Articles and the Act to govern the management and administration of the Charity
- 5.6 To vary and repeal any rules, regulations and bye-laws
- 5.7 To establish procedures to assist the resolution of disputes within the Charity
- 5.8 To confer on any individuals the honorary title of Patron, President or Vice-President of the Charity
- 5.9 To exercise any powers of the Charity which are not reserved to a general meeting

## **6. RECORDS AND ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 6.1.1 annual reports
  - 6.1.2 annual returns
  - 6.1.3 annual statements of account
- 6.2 The Trustees must keep proper records of
  - 6.2.1 all proceedings at general meetings
  - 6.2.2 all proceedings at meetings of the Trustees and
  - 6.2.3 all reports of committees
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at the registered office of the Charity at any reasonable time by

prior arrangement during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

- 6.4 A copy of the Charity's latest available statement of account must be supplied on request within one month to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs

## **7. NOTICES**

- 7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
  - 7.3.2 two clear days after being sent by first class post to that address
  - 7.3.3 three clear days after being sent by second class or overseas airmail post to that address
  - 7.3.4 on being handed to the member personally or, if earlier
  - 7.3.5 as soon as the member acknowledges actual receipt
- 7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at the meeting

## **8. DISSOLUTION**

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

## **9. INTERPRETATION**

In the Memorandum in and in these Articles:

- 9.1 "The Act" means the Companies Act 1985
- "AGM" means an annual general meeting of the Charity
- "these Articles" means these articles of association

"Chairman" means the chairman of the Trustees

"the Charity" means the company governed by these Articles

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

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

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

"EGM" means an extraordinary general meeting of the Charity

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

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

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

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

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

"Secretary" means the Secretary of the Charity

"the Society" means East Grinstead Housing Society Limited a charity incorporated as an industrial and provident society which upon conversion into a company limited by guarantee became the Charity as defined in these Articles

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

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

"written" or "in writing" refers to a legible document on paper including a fax or electronic message

"year" means calendar year

9.2 Expressions defined in the Act have the same meaning

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

Names and Addresses of Subscribers

Signatures of Subscribers

PATRICIA HELEN NORMAN  
OF GROVE HOUSE BEACONSFIELD  
ROAD CHELWOOD COVE SUSSEX  
RH17 7JU

*Patricia Norman*

BRENDA MAY HILDRETH  
OF THE OLD HOUSE THE GREEN  
HARTFIELD ROAD FOREST ROW  
EAST SUSSEX RH18 5EA

*Brenda M. Hildreth*

RICHARD MORLEY LODGE  
OF LANE HOUSE DORMANS PARK  
EAST GRINSTEAD WEST SUSSEX  
RH19 2LR

*Richard Morley Lodge*

MARGARET COCHRANE  
OF OLD POSINGFORD HARTFIELD  
EAST SUSSEX TN7 4HA

*Margaret Cochran*  
*R. M. Crutt*

ROGER LEE CRUTT  
OF WEAMES END HAMMINGTON  
LANE WEST SUSSEX RH19 4PT

Date 29th November 1997

Witness to the above signatures

*R. W. Lumley*

*R. W. Lumley*

*ROGER WILLIAM LUMLEY*

*OF CHARRISON HOUSE*

*FUDGE'S TERRACE  
EAST GRINSTEAD  
WEST SUSSEX  
RH19 3AD  
SOLICITOR*

*R. W. Lumley*