

THE COMPANIES ACT 2006

SPECIAL RESOLUTION

To alter the objects of the company

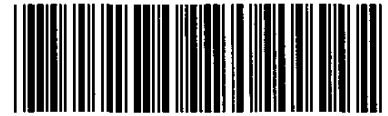
Part A

Company name: **The Message Trust**

Company number: **03961183**

Charity number: **1081467**

FRIDAY



A08 *A7ZUPU9V* 22/02/2019 #185
COMPANIES HOUSE

At a general meeting of the above company, duly convened and held at:
insert address

Low Wood Bay Hotel, Ambleside Rd, Windermere, LA23 1LP

On the following date: **Tuesday 5th February 2019**

The following two resolutions listed in Part B were passed as special resolutions:

Part B


RESOLUTION

That:

(1) The objects clause in the memorandum or articles of association shall be amended as follows:

TO ADVANCE THE CHRISTIAN FAITH PRIMARILY AMONGST YOUNG PEOPLE AND VULNERABLE ADULTS THROUGH CREATIVE ARTS, COMMUNITY BASED OUTREACH PROGRAMMES TO THOSE WHO ARE POOR, DISADVANTAGED, DEPRIVED AND MARGINALISED OR WHO ARE AT RISK OF REOFFENDING OR WHO HAVE POOR EMPLOYMENT POTENTIAL, THROUGH EDUCATION, ENTERPRISE, BEFRIENDING, MENTORING, FAITH-BASED ACTIVITIES AND OUTREACH.

(2) The articles of association shall be altered so as to take the form of the articles of association attached to this resolution are in substitution for, and to the exclusion of, any articles of association of the company previously registered with the Registrar of Companies.


.....

06/02/2019
.....

Chairman

Date

NOTES

- (1) This precedent is drafted, as a certificate of passing of the special resolution which a company must pass to alter its articles of association. It is a document to be signed by the chairman of the general meeting at which the special resolutions are passed, certifying that the meeting was duly convened, and the resolutions duly passed. As such it is the sort of document, which should be forwarded to Companies House to show that the resolutions have been passed as required.
- (2) You must file a consolidated text of the articles as altered by any special resolution: it is an offence not to do so (see section 34 of the Companies Act 2006)

THE MESSAGE TRUST

MEMORANDUM & ARTICLES OF ASSOCIATION
*(as incorporated 21 March 2000 and amended by
written special resolution dated 5 February 2019)*

COMPANY LIMITED BY GUARANTEE

THE COMPANIES ACT 1985 AND 1989

Anthony Collins Solicitors
St Philip's Gate
5 Waterloo Street
Birmingham
B2 5PG

Reference: PRHT (SXPW) M1470-99001

MEMORANDUM OF ASSOCIATION OF THE MESSAGE TRUST

(as amended by written special resolution dated 23 June 2000)

1 NAME

The name of the Company is The Message Trust.

2 REGISTERED OFFICE

The Registered Office will be situated in England and Wales.

3 OBJECTS

3.1 The Company's objects are: -

TO ADVANCE THE CHRISTIAN FAITH PRIMARILY AMONGST YOUNG PEOPLE AND VULNERABLE ADULTS THROUGH CREATIVE ARTS, COMMUNITY BASED OUTREACH PROGRAMMES TO THOSE WHO ARE POOR, DISADVANTAGED, DEPRIVED AND MARGINALISED OR WHO ARE AT RISK OF REOFFENDING OR WHO HAVE POOR EMPLOYMENT POTENTIAL, THROUGH EDUCATION, ENTERPRISE, BEFRIENDING, MENTORING, FAITH-BASED ACTIVITIES AND OUTREACH.

4 POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum in order to further the Object (but not otherwise) and in particular it has powers:

Staff and Volunteers

- 4.1 subject to Clause 5 to employ staff or engage consultants and advisers on such reasonable terms as the Board thinks fit, to provide pensions and benefits to staff, their relatives and dependants;
- 4.2 to recruit and manage volunteers;

Property

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests) on such reasonable terms as the Board decides;
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, mortgage, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993);
- 4.6 to provide office or other accommodation for any other charity whose objects are wholly or partly similar to the Object on such terms as the Board decide (including rent free or at nominal or non-commercial rents);

Borrowing

- 4.7 to borrow and give security for loans including the issue of debentures over the assets of the Company;

Grants and Loans

- 4.8 to make grants, donations and loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993);

Raising funds

- 4.9 to raise funds and to invite and receive contributions but in raising funds the Company may not carry on any substantial or permanent trade or business for the principal purpose of raising funds;
- 4.10 to trade in the course of carrying out the Object and to make reasonable charges

for services;

Publicity

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other charities operating in similar fields;

Research

- 4.12 to promote or carry out research and publish the useful results of it;

Contracts

- 4.13 to co-operate with, act as agents for and enter into contracts with any person;

Bank or building society accounts

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

- 4.15 to invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) in any location that the Board decides;

- 4.16 to delegate to an investment manager power at his discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Board but only on the basis: -

4.16.1 that the investment manager is a person who the Board is satisfied after inquiry is a proper and competent person to act in that capacity and who is either: -

- 1 an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
- 2 a company or firm of repute which is an authorised or exempted

person within the meaning of the Financial Services Act 1986 otherwise than by virtue of Section 45(1)(j);

4.16.2 that the Board: -

- .1 informs the investment manager in writing of the extent of the Company's investment powers;
- .2 lays down a detailed investment policy for the Company and immediately informs the investment manager in writing of it and of any changes to it;
- 3 ensures that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
- .4 ensures that it is kept informed of, and reviews on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of his delegated authority;
- .5 takes all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- .6 reviews the appointment at such intervals not exceeding 24 months as it thinks fit; and
- .7 pays such reasonable and proper remuneration to the investment manager including commission, fees and/or expenses earned by the investment manager but only to the extent that they are disclosed to the Board and agrees such proper terms as to notice and other matters as the Board decides and as are consistent with the terms of this clause;

4.16.3 that the agreement with the investment manager: -

- .1 requires the investment manager to comply with the terms of his delegated authority;
- .2 requires the investment manager not to do anything which the Company does not have the power to do;

- 3 allows the Board with reasonable notice to revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this Clause; and
- 4 allows the Board to give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf.

4.17 to make such arrangements as the Board think fit for any investments of the Company or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Company's nominee and to pay reasonable and proper remuneration to that corporate body;

Insurance

4.18 to insure the assets of the Company to such amount and on such terms as the Board decides and to use any insurance money received in any manner the Board decides (without necessarily having to restore the asset);

4.19 to insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

4.20 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;

4.21 to pay premiums for indemnity insurance to cover the liability of the Directors and officers of the Company who are not Directors for negligence, default, breach of duty or breach of trust in relation to the Company but this insurance may not extend to:

4.21.1 any claim arising from any actor omission which the Director or officer knew was a breach of duty or breach of trust or which was committed by a Director or officer in reckless disregard of whether it was a breach of duty or breach of trust or not; or

4.21.2 the costs of an unsuccessful defence to a criminal prosecution brought against a Director or officer in his capacity as a Director or officer of the Company;

Other charities

- 4.22 to establish, promote, assist or support (financially or otherwise) any charitable trusts, companies, industrial and provident societies, associations or institutions formed for the Object or to carry on any other relevant charitable purposes;
- 4.23 to co-operate or join with any charity, voluntary body or statutory authority in furthering the Object or allied charitable purposes and to exchange information, advice and undertake joint activities with them.
- 4.24 to amalgamate with any charity which has objects similar to the Object;
- 4.25 to undertake and execute any charitable trusts;

Affiliation

- 4.26 to affiliate, register, subscribe to or join any relevant organisation;

Reserves

- 4.27 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- 4.28 to pay the costs of forming the Company and complying with all relevant registration requirements; and

General

- 4.29 to do anything else within the law which promotes or helps to promote the Object.

5 APPLICATION OF FUNDS

5.1 General

The income and property of the Company must be applied solely towards promoting the Object and (except to the extent authorised by this Clause 5):

- 5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Member; and

5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

5.2 Benefits to Members

For the avoidance of doubt nothing in Clause 5.1 is to prevent the following payments to Members:

Rent

5.2.1 payment of reasonable and proper rent for premises let to the Company by a Member;

Interest on organisation's loans

5.2.2 payment of reasonable and proper interest on money lent by any Member (or other person with the right to appoint Directors);

Supply of Goods or Services

5.2.3 reasonable payments to a Member (or other person with the right to appoint Members) in return for goods and/or services supplied to the Company pursuant to a contract.

5.3 Benefits to Directors

The Company may make the following payments or grant the following benefits to Directors: -

Out of pocket expenses

5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel costs) actually incurred in carrying out their duties as Directors;

Indemnity

5.3.2 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal

proceedings);

5.3 .3 the benefit of indemnity insurance under Clause 4.21;

Fees to companies in which Directors have negligible interests

5.3 .4 a payment to a company in which a Director has no more than a 1% shareholding;

Interest and Rent

5.3 .5 payment of reasonable and proper interest on money lent to the Company;

5.3 .6 a reasonable rent or hiring fee for property let or hired to the Company;

Professional Fees

5.3 .7 the usual professional charges for business done by any Director who is a solicitor, accountant or other professional or by his firm when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his appointment or remuneration or that of his partner is under discussion; and

Exceptional circumstances

5.3 .8 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.

5.4 Amendments

This Clause may not be amended without the prior written consent of the Charity Commission.

6 LIMIT OF LIABILITY

The liability of the Members is limited.

7 GUARANTEE

Every Member promises, if the Company is wound up while he is a Member, or within one year after ceasing to be a Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst he was a Member.

WINDING UP

8.1 If the Company is wound up any property remaining after all its debts and liabilities have been satisfied must be applied to another charitable organisation which has objects similar to the Object.

8.2 The charitable organisation to which the Company's property is transferred under Clause 8.1 is:

8.2.1 to be nominated by the Members at or before the time of dissolution; or

8.2.2 in default of any nomination under Clause 8.2.1 to be selected by the Charity Commission.

8.3 Subject to Clauses 8.1 and 8.2 any property remaining must be used for other charitable purposes similar to the Object.

9 INTERPRETATION

9.1 Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.

9.2 References to Members and Members of the Company in the Memorandum are to be construed as references to Members.

We, the subscribers to this Memorandum of Association, wish to be formed into a company, in pursuance of this Memorandum.

Names and Addresses of Subscribers	Signed	Witnessed
Frank Nicholas Green 6 Dunollie Road Sale Cheshire M33 2PD	F N GREEN	JOE KIZLAUSKAS Joe Kizlauskas 534 Manchester Road Astley Manchester M29 7BP Merchandise Manager
Richard Thomas Johnson 28 Oaklands Avenue Cheadle Hulme Cheadle Cheshire SK8 5DE	R T JOHNSON	JOE KIZLAUSKAS As above
Alan Nicol Thomson Morton 13 Silverdale Road Chorlton Manchester M21 OSH	A MORTON	JOE KIZLAUSKAS As above
Robert David White 48 Woolley Avenue Poynton Stockport Cheshire SK12 1XU	R D WHITE	N MARSHALL Naomi Marshall 48 Woolley Avenue Poynton Cheshire SK12 1XU Teacher

Dated 21st March 2000

THE MESSAGE TRUST ARTICLES OF ASSOCIATION

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

"the Act"	means the Companies Act 1985
"AGM"	means an annual general meeting of the Company
"the Articles"	means these Articles of Association of the Company
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 22 or where the Chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Charity Commission"	means the Charity Commissioners for England and Wales
"clear days"	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a Committee of the Board exercising powers delegated to

	it by the Board
the Company"	means the charitable company intended to be regulated by the Articles
"Companies House"	means the office of the Registrar of Companies
"Director"	means any director of the Company
"EGM"	means an extraordinary general meeting of the Company
"General Meeting"	means an AGM or an EGM
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Member"	means a member for the time being of the Company
"the Memorandum"	means the Memorandum of Association of the Company
"the Object"	means the object of the Company set out in Clause 3 of the Memorandum
"Observers"	means those persons (other than Directors) present under Article 24 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Senior Officer"	means any officer of the Company designated as such by the Board
"United Kingdom"	means Great Britain and Northern Ireland

1.2 In the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;

1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;

1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

1.2.5 references to Clauses are to clauses of the Memorandum and to Articles are to those within the Articles;

1.2.6 the index and headings are not to affect their interpretation; and

1.2.7 terms defined in the Memorandum have the same meaning in the Articles and vice versa.

13 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 apply to the Company.

PART B. COMPANY MEMBERSHIP

2 MEMBERS

- 2.1 The Members are:
 - 2.1.1 the subscribers to the Memorandum; and
 - 2.1.2 others admitted to membership of the Company under the Articles.
- 2.2 A person may not be admitted as a Member unless:
 - 2.2.1 he has signed a written application to become a Member in such form as the Board requires; and
 - 2.2.2 unless he is aged 18 or over; or
 - 2.2.3 if he would immediately cease to be a Member under the Articles.
- 2.3 Membership is personal and not transferable.

3 TERMINATION OF MEMBERSHIP

- 3.1 A person will cease to be a Member: -
 - 3.1.1 on giving written notice of resignation to the Secretary;
 - 3.1.2 on a special resolution (requiring a 75% majority in favour) if: -
 - .1 a complaint in writing containing details of conduct detrimental to the interests of the Company has been sent to all Members at least 28 clear days before the General Meeting;
 - .2 the Member whose conduct is complained of has been given an opportunity to answer the complaint and justify why his membership should not be terminated; and
 - .3 the General Meeting has considered the evidence supporting the complaint and any evidence presented by the Member whose

Registered No

*The Message Trust
Memorandum and Articles of Association*

conduct is complained of; or

3.1.3 if he ceases to be a Director under Article 16.

PART C. GENERAL MEETINGS

4 ANNUAL GENERAL MEETINGS

- 4.1 The Company must hold an AGM each year unless it passes an elective resolution to dispense with this requirement.
- 4.2 There must be no more than 15 months between one AGM and the next.
- 4.3 The AGM is to be held at such time and place as the Board decides.
- 4.4 The business of the AGM is: -
 - 4.4.1 to receive the annual Directors' report;
 - 4.4.2 to consider the accounts and the auditors' report;
 - 4.4.3 to appoint the auditors (if necessary); and
 - 4.4.4 to transact any other business specified in the notice convening the meeting.

5 EXTRAORDINARY GENERAL MEETINGS

- 5.1 A General Meeting other than an AGM is called an EGM.
- 5.2 An EGM is to be called by the Board.
- 5.3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting.
- 5.4 On receiving a requisition from at least one tenth of the Members under Section 368 of the Act the Board must immediately convene an EGM.

6 NOTICE OF GENERAL MEETINGS

- 6.1 An AGM and an EGM called to pass a special resolution must be called by at least 21 clear days' notice.
- 6.2 Any other EGM must be called by at least 14 clear days' notice.

- 63 A General Meeting may be called by shorter notice if this is agreed:
- 6.3.1 for an AGM by all of the Members entitled to attend and vote; and
- 6.3.2 for an EGM by a majority in number of the Members who may attend and vote and who together hold 95% or more of the total voting rights of all of the Members at the EGM.
- 6.4 The notice must specify: -
- 6.4.1 the time, date and place of the General Meeting;
- 6.4.2 the general nature of the business to be transacted; and,
- 6.4.3 in the case of an AGM, that it is the AGM.
- 6.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 6.6 Notice of a General Meeting must be given to all of the Members, the Directors and the Company's auditors (if any).
- 6.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

7 QUORUM

- 7.1 No business may be transacted at a General Meeting unless a quorum is present.
- 7.2 The quorum for General Meetings is two Members.
- 7.3 A Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 7.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 7.5 Notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all

Company Members under Article 6.4.

8 CHAIR AT GENERAL MEETINGS

- 8.1 The Chair is to chair General Meetings.
- 8.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Members present must choose one of their number to chair the General Meeting.

9 ADJOURNMENT OF GENERAL MEETINGS

- 9.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 9.2 The Chair may adjourn a General Meeting if it appears to the Chair that: -
 - 9.2.1 more people wish to attend the meeting than was reasonably to be expected and the room is too small;
 - 9.2.2 unruly conduct is likely to prevent the orderly holding of the meeting; or
 - 9.2.3 for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 9.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 9.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 9.1 or 9.2 unless it is adjourned for 30 days or more in which case 7 clear days notice must be given.
- 9.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

10 VOTING AT GENERAL MEETINGS

- 10.1 Resolutions are to be decided on a show of hands.
- 10.2 Each Member present in person or by proxy has one vote.

10.3 If there is an equality of votes the Chair is not entitled to a second or casting vote and resolutions which fail to secure a majority in favour are to be lost.

10.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.

10.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact.

11 PROXIES

11.1 A Member may appoint a proxy in writing. A proxy need not be a Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 33. A proxy may not appoint another proxy.

11.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.

11.3 A proxy will only be valid if the document appointing the proxy (and any power of authority or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.

11.4 No document appointing a proxy will be valid for more than 12 months.

11.5 A vote given or ballot demanded by proxy is to be valid despite: -

11.5.1 the revocation of the proxy or authorisation; or

11.5.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

11.6 A proxy form will not be valid for any part of a General Meeting at which the Member who appointed the proxy is present.

12 MEMBERS' WRITTEN RESOLUTIONS

- 12.1 Subject to the Act, a written resolution signed by all of the Members entitled to attend and vote at a General Meeting (provided those Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.
- 12.2 A resolution under Article 12.1 may consist of several documents in similar form each signed by one or more Members.

PART D. DIRECTORS

13 APPOINTMENT OF DIRECTORS Unless

the Board decides otherwise: -

13.1 the minimum number of Directors is three; and

13.2 the maximum number of Directors is nine.

14 COMPOSITION OF THE BOARD

14.1 The first Directors are those named in the statement delivered to Companies House under Section 10(2) of the Act.

14.2 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form. The appointment or election of any person as a Director who has not done so within one month of election or appointment is to lapse unless the Board resolves that there is good cause for the delay.

14.3 No person may be a Director:

14.3.1 unless he is a Member; and

14.3.2 unless he is aged 18 or over; or

14.3.3 if he would immediately cease to hold office under Article 16.

14.4 Each Member will be a Director by virtue of being a Member.

14.5 No Director may be appointed except as set out in this Article.

14.6 The Directors shall not be subject to retirement by rotation.

15 OBLIGATIONS OF DIRECTORS

15.1 The Board must set out the obligations of every Director to the Board and to the Company in writing. The Board must review and may amend the statement of Directors' obligations from time to time.

15.2 The statement of the obligations of the Directors to the Company must include: -

15.2.1 a commitment to its values and objectives (including equal opportunities);

15.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

15.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

15.2.4 an obligation to declare relevant interests;

15.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board; and

15.2.6 a reference to their obligations under the general law.

15.3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment or election. The Board may change the statement from time to time.

16 RETIREMENT AND REMOVAL OF DIRECTORS

A Director will cease to hold office if he: -

16.1 dies;

16.2 ceases to be a Director under the Act or is prohibited by law from being a Director;

16.3 is disqualified from acting as a charity trustee under the Charities Act 1993;

16.4 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

16.5 is declared bankrupt or makes any arrangement or composition with his creditors;

16.6 is convicted of any offence which is likely to bring the Company into disrepute and the Board resolves that he be removed;

16.7 is in the opinion of the Board guilty of conduct detrimental to the interests of the

Company and after giving the Director concerned an opportunity to put his case the Board resolves by a 75% majority of the Directors present and voting that he should be removed;

- 16.8 resigns by written notice to the Secretary;
- 16.9 is absent from Board Meetings for more than three consecutive months and the Board resolves that he should cease to be a Director;
- 16.10 fails to sign a statement of his obligations under Article 15 within one month of his election or appointment and the Board resolves that he be removed; or
- 16.11 ceases to be a Member.

17 DIRECTORS' INTERESTS

- 17.1 A Director who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Company must declare his interest under section 317 of the Act before the matter is discussed by the Board.
- 17.2 Every Director must ensure that at all times the Secretary has a list of:
 - 17.2.1 any other body of which he is a director or officer;
 - 17.2.2 any firm in which he is a partner;
 - 17.2.3 any public body of which he is an official or elected member;
 - 17.2.4 any company whose shares are publicly quoted in which he owns or controls more than 2% of the shares;
 - 17.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares; or
 - 17.2.6 any other interest which is significant or material.
- 17.3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.
- 17.4 Personal Interests

17.4.1 A Director has a personal interest in a matter which is to be discussed or determined by the Board if he will be directly affected by the decision of the Board in relation to that matter.

17.4.2 A Director who has a personal interest in a matter which is to be discussed or determined by the Board: -

- 1 may not count towards the quorum in relation to that matter;
- 2 may not take part in the discussion in relation to that matter;
- 3 may not vote in relation to that matter; and
- 4 must leave the Board Meeting at which the matter is discussed and determined.

17.5 Non-Personal Interests

17.5 .1 A Director who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Company and to the right of the remaining Directors to require that he should withdraw from the Board Meeting at which the matter is to be discussed or determined:-

- .1 count towards the quorum in relation to that matter;
- .2 take part in the discussion in relation to that matter;
- .3 remain in the Board Meeting at which the matter is to be discussed or determined; and
- 4 vote in relation to that matter.

17.5 .2 A Director is not to be regarded for the purposes of this Article 17 as having a non-personal interest in any matter if his interest in that matter arises solely because he is a Director or an officer of any body the accounts of which are consolidated with the Company's accounts but he must nonetheless declare his interest in accordance with Article 17.1.

PART E. BOARD MEETINGS

18 FUNCTIONS OF THE BOARD

18.1 The Board must direct the Company's affairs in such a way as to promote the Object. Its functions include:

18.1.1 defining and ensuring compliance with the values and objectives of the Company;

18.1.2 establishing policies and plans to achieve those objectives;

18.1.3 approving each year's budget and accounts before publication;

18.1.4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 24 with proper systems of control;

18.1.5 taking decisions on all matters which will or might create significant financial or other risk to the Company or which affect material issues of principle;

18.1.6 monitoring the Company's performance in relation to its plans budget controls and decisions;

18.1.7 appointing (and if necessary removing) Senior Officers;

18.1.8 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

18.1.9 ensuring that appropriate advice is taken on the items listed in Article 18.1.1 to 18.1.8 and in particular on matters of legal compliance and financial viability.

18.2 None of the functions in Article 18.1 may be delegated.

19 POWERS OF THE BOARD

19.1 Subject to the Act, the Memorandum and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of

the Company.

19.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

19.3 In performing their functions the Board must consider the interests of the Company's employees (if any) as well as those of beneficiaries.

20 BOARD MEETINGS

20.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.

20.2 Board Meetings may be called by any Director or the Secretary.

20.3 14 clear days notice of Board Meetings must be given to each of the Directors and Senior Officers but it is not necessary to give notice of a Board Meeting to a Director or Senior Officer who is out of the United Kingdom.

20.4 A Board Meeting which is called on shorter notice than required under Article 20.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency or if all Directors consent to the meeting being held at short notice.

20.5 Questions arising at a Board Meeting are to be decided by a majority of votes.

20.6 If there is an equality of votes the Chair is not entitled to a second or casting vote and resolutions which fail to secure a majority in favour are to be lost.

20.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

21 QUORUM FOR BOARD MEETINGS

21.1 The quorum for Board Meetings is two Directors or the nearest number to one half of the Directors (rounded up if necessary) in office at the time (whichever shall be the greater).

21.2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

- 21.3 The Board may act despite vacancies in its number but if the number of Directors is less than the minimum number then the Board may act only to call a General Meeting.
- 21.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to adjourn it to such other time and place as they decide to call a General Meeting.

22 CHAIR

- 22.1 The Company may have a Chair. The Chair is to be elected by the Board. The Board must decide the period during which the Chair is to hold office or if the Chair is to hold office until the Board chooses to remove him in accordance with Article 22.4.
- 22.2 The Chair may resign from his position at any time (without necessarily resigning as a Director at the same time).
- 22.3 Where there is no Chair the first item of business of a Board Meeting must be to elect one.
- 22.4 The Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a 75% majority in favour is passed. The Chair must be given an opportunity to say why he should not be removed.
- 22.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish to do so.
- 22.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting then the Board must elect one of the Directors who is present to chair the Board Meeting during his absence.
- 22.7 The functions of the Chair are
 - 22.7.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;
 - 22.7.2 to ensure that Board Meetings and General Meetings are conducted efficiently;

- 22.7.3 to give all Directors an opportunity to express their views;
 - 22.7.4 to establish a constructive working relationship with, and to provide support for, the Senior Officers;
 - 22.7.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any Senior Officer is or is due to become vacant, a replacement is found in a timely and orderly fashion;
 - 22.7.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
 - 22.7.7 to ensure that the Board monitors the use of delegated powers; and
 - 22.7.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of a Senior Officer.
- 22.8 Except to the extent that the Articles provide otherwise the Chair has no authority beyond that of any other Director.

23 COMMITTEES

- 23.1 The Board may:
 - 23.1.1 establish Committees consisting of those Directors whom the Board decide;
 - 23.1.2 subject to Article 18.1 delegate to a Committee any of its powers; and
 - 23.1.3 revoke a delegation at any time.
- 23.2 The members of a Committee are to be appointed by the Board but the Board may give a Committee the right to co-opt individuals to its membership on the basis that they may not vote. The Board is to determine the Chair of each Committee.
- 23.3 Each member of a Committee (including the Chair) is to hold office for such period as the Board shall determine.
- 23.4 Subject to Article 23.2 all members of a Committee are to have one vote.

- 23.5 The Board must specify the financial limits within which any Committee may function.
- 23.6 Every Committee must report its proceedings and decisions to the Board as the Board determines.

24 OBSERVERS

- 24.1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms they decide.
- 24.2 Observers may not vote but may take part in discussions unless the Board decides otherwise.
- 24.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 24.4 The Board must exclude an Observer from any Board Meeting at which a possible benefit to him is being considered.

25 DIRECTORS' WRITTEN RESOLUTIONS

- 25.1 A written resolution signed by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 25.2 A written resolution signed by all of the Members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 25.3 A resolution under Articles 25.1 or 25.2 may consist of several documents in similar form each signed by one or more of the Directors or Committee Members and will be treated as passed on the date of the last signature.

PART F. OFFICERS

26 THE SECRETARY

- 26.1 A Secretary must be appointed by the Board for such a term as the Board decides.
- 26.2 A Secretary may be removed by the Board at any time.
- 26.3 No Director may occupy the salaried position of Secretary.
- 26.4 The duties of the Secretary include advising the Board on legal compliance and financial viability.

27 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 27.1 No officer or employee is to be liable for losses suffered by the Company except those due to his own dishonesty or gross negligence.
- 27.2 Subject to the Act every Director, officer or employee is to be indemnified by the Company against any liability incurred in the discharge of his duties or in that capacity in defending any civil or criminal proceedings as long as:
 - 27.2.1 judgment is given in his favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by him); or
 - 27.2.2 he is acquitted; or
 - 27.2.3 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.

PART G. STATUTORY D MISCELLANEOUS

28 MINUTES

- 28.1 The Secretary must keep minutes of all General Meetings.
- 28.2 The Board must arrange for minutes to be kept of all Board Meetings. The names of the Directors present must be included in the minutes.
- 28.3 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 28.4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 28.5 The Board must keep minutes of all of the appointments made by the Board.

29 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 29.1 The Company must comply with Part VII of the Act and the Directors must comply with their obligations as charity trustees under Part VI of the Charities Act 1993 in: -
 - 29.1.1 preparing and filing an annual Directors report and annual accounts and sending them to the Charity Commission; and
 - 29.1.2 making annual returns to Companies House and the Charity Commission.
- 29.2 The Company must comply with Parts VII and XI of the Act relating to the audit or examination of accounts (to the extent that the law requires).
- 29.3 The annual Directors report and accounts must contain: -
 - 29.3.1 revenue accounts and balance sheet for the last accounting period;
 - 29.3.2 the auditor's report on those accounts; and
 - 29.3.3 the Board's report on the affairs of the Company.

29.4 The accounting records of the Company must always be open to inspection by a Director.

29.5 The Company must send a copy of the Company's most recent accounts to a member of the public who requests them and pays a reasonable fee (determined by the Board) within two months of the request.

30 BANK AND BUILDING SOCIETY ACCOUNTS

30.1 All bank and building society accounts must be operated by the Board and must include the name of the Company.

30.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

31 EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

31.1 two Directors; or

31.2 one Director and the Secretary.

32 NOTICES

32.1 Notices under the Articles must be in writing except notices calling Board Meetings which may be given in writing or verbally.

32.2 A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

32.3 The Company may give a notice to a Member, Director or auditor either:

32.3.1 personally;

32.3.2 by sending it by post in a prepaid envelope;

32.3.3 by facsimile transmission; or

32.3.4 by leaving it at his address.

- 32.4 Notices under Article 32.3.2 to 32.3.4 may be sent:
- 32.4.1 to an address in the United Kingdom which that person has given the Company;
 - 32.4.2 to the last known home or business address of the person to be served; or
 - 32.4.3 to that person's address in the Company's register of Members.
- 32.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 32.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 32.7 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary.
- 32.8 The Board may make standing orders to define other acceptable methods of delivering notices by electronic mail or other means.

33 STANDING ORDERS

- 33.1 Subject to Article 33.4:
- 33.1.1 the Board may from time to time make standing orders for the proper conduct and management of the Company; and
 - 33.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.
- 33.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Members.
- 33.3 Standing orders are binding on all Members and Directors.
- 33.4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles.

**Names & Addresses
of Subscribers****Signed****Witnessed**

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Dated: 21st March 2000