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MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
JUBILEE CITIZENS UK

(as amended by special resolution on *4 December 2002*)

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THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF

JUBILEE CITIZENS UK

1 Name of Company

The name of the Company is JUBILEE CITIZENS UK, called in this document "the Company".

2. Registered Office

The registered office of the Company will be in England and Wales.

3. Objects of the Company

3.1 The objects of the Company are:-

To promote the relief of elderly people and disabled people including assisting and co-operating in the work of statutory authorities and voluntary organisations engaged in providing facilities for physical and mental recreation, developing physical improvements, furthering health, relieving poverty, distress and sickness.

4. What the Company may do

4.1 The Company may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:-

- (a) to promote and organise co-operation in the achievement of the above purposes and to that end bring together representatives of the authorities and organisations engaged in the furtherance of the above purposes or any of them.

- (b) to construct alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Company may need for its Objects;
- (c) to employ and pay any employees, officers, servants and professional or other advisers;
- (d) subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way;
- (e) subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity;
- (f) to promote, encourage or undertake study or research and disseminate the results of such;
- (g) to produce, print and publish anything in written, oral or visual media in furtherance of the objects;
- (h) to provide or procure the provision of services training consultancy advice support counselling and guidance in furtherance of the objects or any of them;
- (i) to promote and advertise the Company's activities;
- (j) to invest any money that the Company does not immediately need in any investments, securities or properties;
- (k) to undertake any charitable trust or, any charitable agency business which may promote the Company's Objects;
- (l) to make all reasonable and. necessary provision for the payment of pensions and superannuation to or on

behalf of employees and their wives, husbands and other dependants;

- (m) to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the company;
- (n) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Company through trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance the same if the Trustees see fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies;
- (o) to establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own;
- (p) to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and perform any of their engagements;
- (q) to transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join;
- (r) to open and operate banking accounts and other banking facilities;
- (s) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects;

- (t) to insure any risks arising from the company's activities;
- (u) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as 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;
- (v) to pay All the expenses and costs of establishing this Company,
- (w) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:-
 - (i) the Managers shall be authorised 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 Company,
 - (iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report even, transaction carried out by the Managers of the Company within 14 days and report regularly on the performance of investments managed by them,
 - (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;

- (v) the Company shall be bound to review the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;
- (vi) the Company 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 remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (x) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company, which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.

5. Use of income and property

- 5.1 The income and property of the Company shall be applied solely towards the promotion of its objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the charity and no trustee may be appointed to any office of the charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as shown below under 'Allowed Payments'.

6. Allowed Payments

- 6.1 The Company may pay:-

- (a) Reasonable and proper payment to any officer or servant of the Company who is not a trustee for any services to the Company.
- (b) Reasonable and proper remuneration to a member or trustee for services actually rendered to the Company including the usual professional charges for services provided or business done by any trustee who is a solicitor accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT:-
 - (i) the number of trustees so remunerated shall not exceed a minority of the quorum of the trustees;
 - (ii) such trustee shall be absent from all meetings at which the terms and conditions of his or her employment with the Company are discussed;
 - (iii) such trustee shall not vote on any resolution relating to his or her employment;
 - (iv) the other trustees are satisfied that his employment, or that of his or her firm, is both necessary and expedient in the interests of the Company.
- (c) Interest on the money lent by any member of the Company or its Board of Trustees. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
- (d) Reasonable out-of-pocket expenses to any trustee.
- (e) Reasonable and proper payment to a company of which a trustee holds not more than a hundredth of the capital.
- (f) Reasonable and proper rent of premises demised or let by any member of the Company or trustee.

- (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum.
- (h) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Company or trustee shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member or trustee.

7. Alterations to this Memorandum

- 7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members having the right to vote agree.
- 7.2 Alterations may only be made to the objects of the Company or any clause of this memorandum or articles which directs or restricts the way monies or the property of the Company may be used with the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

8. Limited Liability

- 8.1 The liability of the members is limited.

9. Guarantee by Members of the Company

9.1 Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if--

- (a) The Company is wound-up while he or she is a member or within a year afterwards, and
- (b) The Company has debts and liabilities which it cannot meet out of its assets.

10. Winding-up of the Company

10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by these Memorandum of Association.

10.2 The institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.

NAMES,	ADDRESSES,	SIGNATURES	AND	DESCRIPTIONS	OF
SUBSCRIBERS					

H. L. Jones

6 GREENWAY DRIVE

SUTTON COLDFIELD B73 6SF.

RETIRED CONSULTANT

H. L. Jones

Philip Gordon RETIRED LOUVE DEALER

23 BRADSHAW ROAD DRIVE

B31 5HF Philip Gordon

DATED

2002

Witness to the above signatures:-

SK. Shaman

SK SHAMAN
16 DAUNTON ROAD
BRIMSGLADE
WORCS
B61 7JF

THE COMPANIES ACTS 1985 AND 1989
Company Limited by Guarantee and not having a Share Capital
ARTICLES OF ASSOCIATION OF
JUBILEE CITIZENS UK

1. Meaning of Words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2 Words	Meanings
Act	The Companies Acts 1985 and 1989 and as amended by subsequent Acts
The Company	JUBILEE CITIZENS UK
The Articles	These Articles of Association
The Trustees	The Trustees of the Company whose members are the directors of the Company and as such are charity trustees
The Office	The registered office of the Company
The Seal	The common seal of the Company
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
In writing	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words 'in a visible form.

- 1.3 Words in the singular form include the plural and vice versa
- 1.4 The words "person" or "people" include corporations.
- 1.5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Company will have the same meanings in these Articles, provided they are consistent with the subject or context.
- 1.6 Headings are not part of the Memorandum or Articles.

2. The Constitution of the Company; Rights of Inspection by Members

- 2.1 The Company is established for the Objects shown in the Memorandum of Association.
- 2.2 A copy of the Memorandum and Articles and any rules the Trustees make must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Trustees.

3. Members

- 3.1 The number of members of the Company is unlimited.
- 3.2 The Company must keep at the Office a register of members showing their name, address and date of membership.
- 3.3 The register is available for inspection.

4. Membership

- 4.1 Membership is open to the following:-
- 4.2 Individual Members
 - (a) The Subscribers
 - (b) Anyone aged 18 or over that the Trustees decide to admit to membership.

5. No transfer of Membership

- 5.1 None of the rights of any member of the Company may be transferred or transmitted to any other person.

6. Ending of Membership

- 6.1 A member stops being a member of the Company if:-

- (a) the member resigns from membership by giving notice in writing to the Company.
- (b) membership is ended under Article 7.
- (c) the member's subscription (if any) remains unpaid six months after it is due and the Trustees resolve to end that person's membership.

- 6.2 However, the Trustees may make a resolution allowing anyone no longer eligible for membership to remain a member on such terms as it thinks fit.

7. Removal from Membership

- 7.1 The Trustees may suspend the rights of any member by giving him or her notice in writing of the suspension.
- 7.2 Within 28 days of receiving that notice the member can send or give an appeal in writing to the Company against the suspension. If no appeal is received, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the next meeting of the Trustees. The member has the right to be heard at the meeting. The meeting must either confirm the suspension in which case the person is out of membership, or lift the suspension.

8. General Meetings

- 8.1 Each year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 18 months of

the incorporation of the Company after which not more than 15 months must pass between one annual general meeting and the next.

9. Extraordinary General Meetings

9.1 All general meetings except annual general meetings are called extraordinary general meetings.

10. Calling of Extraordinary General Meetings

10.1 The Trustees may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if three members or 5% of the members of the Company request it.

11. Notice of General Meetings

11.1 An annual general meeting and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other meetings of the Company must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be given to everyone entitled by these Articles to receive it

11.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at it; or
- (b) in the case of any other meeting, by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Company members who have voting rights.

12. Ordinary and Special Business at General Meetings

12.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be

treated as special except the consideration of accounts and balance sheets, the reports of the Trustees and Auditors, the election of Trustees in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors.

13. Quorum

- 13.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is two or ten per cent of the total membership whichever is the greater.

14. Adjournment if no Quorum

- 14.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Trustees may decide.
- 14.2 If at the adjourned meeting, a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

15. Chairperson

- 15.1 The Chairperson (if any) of the Trustees must preside as Chairperson at every general meeting of the Company. If there is no Chairperson, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Trustees present must elect one of their number to be Chairperson of the meeting.

16. Election of Chairperson by Members

- 16.1 If at any meeting no Trustee is willing to act as Chairperson or if no Trustee is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chairperson of the meeting.

17. Adjournment of the Meeting

- 17.1 The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn

the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

- 17.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

18. Voting on Resolutions

- 18.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands, unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chairperson or at least two members who are present. No proxy votes are allowed.

19. Declaration of Chairperson is Final

- 19.1 Unless a poll is demanded, the Chairperson's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

20. When a poll is taken

- 20.1 A poll must be taken immediately, if it is correctly demanded to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll.
- 20.2 the Chairperson will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

21. Voting and Speaking

- 21.1 Every member has one vote including the Chairperson. If the votes are level, the Chairperson has a casting vote.

22. Written Agreement to Resolution

- 22.1 Unless the law says otherwise, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

- (a) it must be in writing,
- (b) it must be signed by all those members entitled to receive notice to attend general meetings;
- (d) it may consist of two or more documents in identical form signed by members.

23. Management by Trustees

- 23.1 The business of the Company is managed by the Trustees. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the Trustees are at all times governed first by the Act, second by the Memorandum and Articles, and third by any regulations that a general meeting may prescribe.

- 23.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one which invalidates any prior act of the trustee which would otherwise have been valid.

24. Powers of the Trustees

- 4.1 The Trustees may subject to such consents as the law requires use all the powers of the company to:

- (a) borrow money;
- (b) mortgage or charge its property or any part of it

- (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company or any charitable third party.
- (d) Resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy.

25. Payment of Subscriptions

- 25.1 All members must pay the subscriptions that the Trustees may decide from time to-time.

26. Cheques and Bills etc

- 26.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Trustees decide from time to time and cheques shall be signed by two Trustees unless the Trustees otherwise decide.

27. Indemnity of Trustees

- 27.1 In the management of the affairs of the Company no Trustee shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other Trustee hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary, or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.
- 27.2 Subject to the provisions of the Act but ,without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer of the Company shall be indemnified out of the assets of the Company, against any liability incurred by him or her in

defending any proceedings whether civil or criminal in which judgement was given in his or her favour or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the of the Company and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

28. Payment of reasonable expenses to Trustees

28.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the memorandum of association.

29. The Keeping of Minutes

29.1 The Trustees must have minutes, entered in the minute books:-

- (a) of all appointments of officers by the Trustees;
- (b) of the names of the Trustees present at each of its meetings and of any Committee of the Trustees;
- (c) of all resolutions and proceedings at all meetings of.
 - (i) The Company;
 - (ii) The Trustees;
 - (iii) Committees of Trustees.

30. The Make-up of the Trustees

30.1 The first Trustees are those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or appointed by them. They hold office until the first annual general meeting.

30.2 After the first annual general meeting the Trustees shall consist of:-

- (a) Nine persons elected by the members at the first annual general meeting so that three such members shall be elected for the

term of three years, three for a term of two years and three for a term of one year and ;

(b) Any persons co-opted under the provisions of Article 34.

30.3 After that the Trustees shall be elected to serve for a term of three years..

31. Retirement of Trustees

31.1 At each annual general meeting all the Trustees whose three year term expires at that meeting shall retire but all are eligible for re-election.

32. Change in Make-up and Number of the Trustees

32.1 The make up and number of the Trustees may be varied but not reduced below three. Variation can only be by an ordinary resolution approved by a general meeting by a majority vote of the members present at the meeting.

33. Notification of Change of Directors to the Registrar of Companies

33.1 All appointments, retirements or removals of directors must be notified to the Registrar of Companies.

34. Filling vacancies in the Trustees and Co-option

34.1 The Trustees can appoint anyone to fill a vacancy in the Trustees. They will hold office until the next annual general meeting. The Trustees may also co-opt up to five additional persons as Trustees at any one time. They will be eligible for re-election and may vote at meetings of the Trustees.

35. Ending of Trusteeship

35.1 A Trustee must cease to be a member if he or she:-

(a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or

- (b) becomes barred from Trusteeship because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (a) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (d) resigns the office by notice in writing to the Company but only if at least two Trustees will remain in office when the resignation takes effect; or
- (e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
- (f) is removed from office.

36. Removal of a Trustee by a General Meeting,

- 36.1 A general meeting of the Company may remove a Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the Trustee may say.
- 36.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the Trustee concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting.

37. Removal of a Trustee by the Other Trustees

- 37.1 A Trustee may be removed by a Resolution of Trustees passed at a meeting of the Trustees at which at least half the Trustees are

present. Such a Resolution shall not be passed unless the Trustee has been given at least fourteen days notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.

38. Meetings of the Trustees

38.1 The Trustees may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

38.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chairperson. If the votes are equal, the Chairperson has a casting vote.

38.3 Two Trustees may, and the Secretary if requested by two Trustees must, summon a meeting of the Trustees.

38-4 Notice of a meeting need not be given to Trustee who is out of the United Kingdom.

39. Officers

39.1 The Trustees may elect a Chairperson, Secretary, Treasurer and any other Officers that they wish.

40. Quorum of the Trustees

40.1 The Trustees may fix the quorum necessary for business to be done at a Trustees' meeting. Unless so fixed the quorum shall be one third of the total number of Trustees subject to a minimum of two.

41. Vacancies of Trustees

41.1 The Trustees may act despite any vacancy of Trustees. But if the number of Trustees falls below the quorum the Trustees may act only to summon a general meeting of the Company.

42. A Resolution may be Approved by Signature Without a Meeting

- 42.1 A resolution in writing signed by all the Trustees or all the Committee members is as valid as if it had been passed at a properly held meeting of the Trustees or Committee. The resolution may consist of several documents in the same form signed by one or more Trustees or Committee members.

43. Validity of Acts Done at Meetings

- 43.1 It may be discovered that there was some defect in the appointment of a Trustee or someone acting as a Trustee or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting of the Trustees is as valid as if there were no defects or disqualification.

44. Delegation of Trustees' Powers to Committees

- 44.1 The Trustees may delegate the administration of any of its powers to Committees consisting of two or more Trustees. A Committee must conform to any regulations that the Trustees impose on it
- 44.2 The Trustees on the Committee may (unless the Trustees direct otherwise) co-opt any person or people to serve on the Committee.
- 44.3 All acts and proceedings of the Committee must be reported to the Trustees as soon as possible.

45. Chairperson of Committees

- 45.1 A Committee may elect a Chairperson of its meetings if the Trustees do not nominate one.
- 45.2 If at any meeting the Committee's Chairperson is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chairperson of the meeting.

46. Meetings of Committees

- 46.1 A Committee may meet and adjourn whenever it chooses.
- 46.2 Questions at the meeting must be decided by a majority of votes of the members present.

- 46.3 The Committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.

COMPANY SECRETARY

47. Appointment and Removal of the Company Secretary

- 47.1 The Trustees appoint the Company Secretary. They decide his or her period of office, pay and conditions of service. They may also remove the Company Secretary.

48. Actions of Directors and Company Secretary

- 48.1 The Act says that some actions must be taken both by a Director and by the Company Secretary. If one person is both a Director and the Company Secretary, it is not enough for him or her to do the action first as a Director and then as Company Secretary.

49. The Seal

- 49.1 If the Company shall decide to use a Company Seal the Trustees must provide safe custody of the Seal.
- 49.2 The Seal may only be used as the authority of the Trustees or of a Committee authorised by the Trustees to use it.
- 49.3 Everything to which the Seal is affixed must be:-
- (a) signed by a Trustee; and
 - (b) countersigned by the Company Secretary or by a second Trustee or by some other person appointed by the Trustees for that purpose.

ACCOUNTS

50. Proper Accounts must be Kept

- 50.1 The Trustees must have proper books of account kept ' accordance with the law. In particular, the books of account must show:-

- (a) all amounts received and spent by the Company, and for what;
- (b) all sales and purchases by the Company,
- (c) the assets and liabilities of the Company.

50.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions. Otherwise they are not proper books of account.

51. Books must be Kept at the Office

51.1 The books of account must be kept at the Registered Office of the Company or, at other places decided by the Trustees. The books of account must always be open to inspection by Trustees.

52. Inspection of Books

52.1 The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Trustees or a general meeting.

53. Income and Expenditure Account and Balance Sheets

53.1 The Trustees must, for each accounting reference period, put before a general meeting of the Company:-

- (a) any statement of financial activities and income and expenditure accounts;
- (b) a report by the Trustees on the state of the Company as required by the law;
- (c) a balance sheet, and
- (d) a copy of any report from Reporting Accountants or Auditors.

- 53.2 The Trustees must file the Companies Registrar, the annual returns that are required.

54. Copies for Members

- 54.1 Certain documents must be sent to members of the Company at least 21 days before the date of the general meeting. These documents are:-

- (a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general meeting;
- (b) a copy of any report from Reporting Accountants or Auditors., and
- (c) a copy of the report of the Trustees.

- 54.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know.

55. Appointment of Reporting Accountants or Auditors

- 55.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement

56. Service of Notices

- 56.1 The Company may give notice to any member either personally or by delivering it or sending it by ordinary post to his or her registered address. If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Company for that purpose. If a notice is sent by post, it will be treated as having been served by properly addressing, preparing and posting a sealed envelope containing the notice. The notice will be treated as having been received 48 hours after the envelope containing it was

posted if posted by first class post and 72 hours after posting if posted by second class post

57. Accidental Omission of Notice

57.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

58. Who is Entitled to Notice of General Meetings

58.1 Notice of every general meeting must be given to:-

- (a) every Member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- (b) Reporting Accountants or Auditor of the Company;
- (c) all Trustees; and
- (d) all those with rights of nomination of Trustees (if any).

58.2 No-one else is entitled to receive notice of general meetings.

59. Alteration of the Articles

59.1 The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 days notice has been given of the intention to pass a special resolution and at which 75% of those voting must be in favour of. Such a resolution may be passed on shorter notice if 95% of members having the right to vote agree.

59.2 No alteration may be made to an article which directs or restricts the way monies or property of the Company may be used without the Charity Commission's prior written approval.

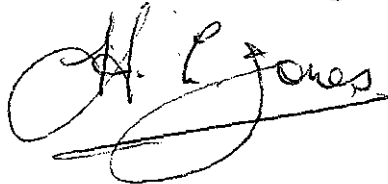
60. Dissolution of the Company

60.1 The Trustees or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members and those entitled to notice of general meetings.

60.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.

NAMES, ADDRESSES, SIGNATURES AND DESCRIPTIONS OF
SUBSCRIBERS


HAROLD LESLIE JONES 6 GREGGWAY DRIVE SUTTON COLDFIELD B73 6SF



RETIRED MANAGING DIRECTOR

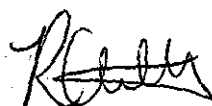
PHILIP GOUCH 23 GARRAMS WOOD DRIVE

NORTHFIELD BIRMINGHAM B31 5HF

RETIRED POLICE OFFICER. 

DATED 23 APR 2002

Witness to the above signatures:-

 Rhonda C WILLIAMS

LEDMORE SPUR, BENTWOOD
LEWIS S48 4LF.