

Company No: 06189156

THE COMPANIES ACTS 1985 & 1989

MEMORANDUM AND ARTICLES OF ASSOCIATION

CREATIVE SPACE TEAM Ltd

Incorporated on: 07/03/2014

TUESDAY



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03/06/2014

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COMPANIES HOUSE

COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

Of

CREATIVE SPACE TEAM Ltd

1 NAME

The name of the Company is CREATIVE SPACE TEAM Ltd.

('the Company')

2 REGISTERED OFFICE

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

3 OBJECTS

To further such purposes which may be charitable according to the law of England and Wales as the trustees see fit for the benefit of the community in Liverpool and the surrounding area, in particular but not limited to

(a) Advancing in life and helping young people through the provision of recreational and leisure time activities provided in the interest of social welfare, designed to improve their conditions of life and providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals

(b) The relief of those in need, by reason of age, ill-health, disability, financial hardship or other disadvantage by providing services or facilities designed to relieve the needs of such persons

(c) The advancement of the arts, culture, heritage or science

- 3 1 The advancement of education and training as are beneficial to the individual and the wider community
- 3 2 The advancement of such other purposes as are beneficial to the promotion of empowerment of the individual and the wider community
(‘the Objects’)

4. POWERS

- 4 1 To establish a Centre or Centres
- 4 2 To promote and provide training
- 4 3 To provide advice
- 4 4 To promote or carry out research
- 4 5 To publish or distribute information
- 4 6 To co-operate, collaborate or enter into a partnership with other bodies
- 4 7 To support, administer or set up other companies
- 4 8 To hold meetings, seminars, conferences, courses and exhibitions
- 4 9 To raise funds
- 4 10 To borrow money and give security for loans
- 4 11 To acquire or hire property of any kind
- 4 12 To let or dispose of property of any kind
- 4 13 To set aside funds for special purposes or as reserves against future expenditure
- 4 14 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 15 To delegate the management of investments to a financial expert, but only on terms that.
 - 4 15 1 the investment policy is set down in writing for the financial expert by the Directors

- 4 15 2 every transaction is reported promptly to the Directors
- 4 15 3 the performance of the investments is reviewed regularly with the Directors
- 4 15 4 the Directors are entitled to cancel the delegation arrangement at any time
- 4 15.5 the investment policy and the delegation arrangement are reviewed at least once a year
- 4 15 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 Directors on receipt
- 4 15 7 the financial expert must not do anything outside the powers of the Directors
- 4 16 To arrange for investments or other property of the Company to be held in the name of the nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4 17 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- 4 18 To insure the Directors against the costs of a successful defence to a criminal prosecution brought against them as Company Directors 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 Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4 19 Subject to Clause 5, to employ paid or unpaid agents, staff or advisers
- 4 20 To enter into contracts to provide services to or on behalf of other bodies
- 4 21 To give such undertakings and indemnities with such security as may be necessary in connection therewith to confirm fulfilment of any conditions relating to the application of the Company monies received by the Company
- 4.22 To maintain and manage or arrange for the maintenance and management of the property, buildings, structures, facilities and other

premises as may from time to time be owned or occupied by or for the purpose of the Company

4 23 To establish subsidiary companies to assist or act as agents for the Company

4.24 To pay the costs of forming the Company

4 25 To do anything else within the law which promotes or helps promotes the Objects.

5 BENEFITS TO MEMBERS AND DIRECTORS

5 1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company but

5 1 1 members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods and services supplied

5 1 2 members (including Directors) may be paid interest at a reasonable rate on money lent to the Company

5 1 3 members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Company

5 1 4 individual members who are not Directors but who are beneficiaries may receive benefits in that capacity

5 2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except

5 2 1 as mentioned in Clauses 4.18, 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 running the Company

5 2 3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings)

5 2 4 payment to any company in which a Director has no more than a 1 per cent shareholding

5 2 5 In exceptional cases, other payments or benefits but only with the prior written consent of the Charity Commission "

5 3 Any Director (or any firm or company of which a Director is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if:

5 3 1 the goods and services are actually required by the Company

5 3 2 the nature and level of remuneration is no more than is reasonable in relation to the value of the goods and services as is set in accordance with the procedure under Clause 5 4

5.3 3 no more than one half of the Directors are subject to such a contract in any financial year

5 4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director 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 expressly 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 withdraw during the vote and have not vote on the matter

5 5 This Clause may not be amended without the prior written consent of the Board of Directors

6 LIMITED LIABILITY

The liability of the members is limited

7 GUARANTEE

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

8 DISSOLUTION

8 1 If the Company is dissolved the assets (if any) remaining after the 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 non profitable purposes within, the same as or similar to the Objects
- 8 1 2 directly for the Objects or non profit purposes within or similar to the Objects
- 8 1 3 by return to any funding organisation or agency which has provided funds under an agreement which requires the return of funding upon the dissolution of the Company

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 made under it

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

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES

Ronald John Cleary

Ronald Cleary

John McNeil

Edward Eric Cartwright

Witness Name

Address

Occupation:

Date:

Witness Signature _____

**COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

Of

CREATIVE SPACE TEAM Ltd

1 MEMBERSHIP

- 1 1 The number of members with which the Company proposes to be registered is unlimited
- 1 2 The Company must maintain a register of members
- 1 3 Membership of the Company shall be open to such individuals or organisations as may qualify in accordance with any criteria or policy for admission of members made by the Directors
- 1 4 The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

- 1 5 The Company may decide in General Meetings that members be placed into two or more constituency Any such constituency shall be defined by reference to a group interested in a particular way in promoting the Objects
- 1 6 No individual or organisation shall be admitted into membership in any category unless a signed application of membership as stipulated by the Directors shall have been delivered to the Secretary Such application shall contain an agreement by the prospective member to be bound by the provisions of the Memorandum and Articles of the Company and such other requirements as the Directors may stipulate provided always that the Directors shall have full and absolute power and authority to refuse any application for membership in any category without being bound to give any reason for such refusal
- 1 7 On admission by the Directors of any individual or organisation to membership in any category the name of the member and such other details as the Directors may direct shall be entered upon the Register of Members
- 1 8 The Directors may elect an individual who is a nominee of any corporated or unincorporated body
- 1 9 The Directors shall have power to determine and levy a subscription payable by members in such categories as it shall in its discretion determine
- 1 10 Membership is terminated if the member concerned.
- 1 10 1 gives written notice of resignation to the Company
- 1 10 2 dies or (in the case of an organisation) ceases to exist
- 1.10.3 is six months in arrears in paying the relevant subscription (if any) but in such case the member may be reinstated on payment of the amount due
- 1 10 4 is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (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)
- 1.11 Membership of the Company is not transferable

2 GENERAL MEETINGS

- 2 1** Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative
General meetings are called on at a least clear 21 days written notice specifying the business to be discussed.
- 2.2** There is a quorum at a general meeting if the number of members or authorised nominees personally present is at least 50%
- 2 3** The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those 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 Chair of the meeting, who has a second or casting vote, every member present in person or through an authorised representative) 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 Company must hold an AGM in every year, which all members are entitled to attend The first AGM may be held within 18 months after the Company's Incorporation
- 2 8** At an AGM the members:
 - 2 8 1** receive the accounts of the Company for the previous financial year
 - 2 8 2** receive the Directors' report on the Company's activities since the previous AGM
 - 2 8 3** accept the retirement of those Directors who wish to retire or who are retiring by rotation
 - 2 8 4** elect persons to be Directors to fill the vacancies arising

- 2 8 5 appoint auditors for the Company
- 2 8 6 discuss and determine any issues of policy or deal with 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 Directors and must be called within 28 days on a written request from at least 50% of the membership
- 3. THE DIRECTORS
- 3.1 The Directors have control of the Company and its property and funds
- 3 2 The Directors when complete consist of at least three
- 3.3 The subscribers to the Memorandum and the Articles are the first Directors of the Company
- 3 4 Every Director must sign a declaration of willingness to act as a Director of the Company before he or she is eligible to vote at any meeting of the Directors
- 3 5 One quarter (or the number nearest to one quarter) of the Directors must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 3 6 A Director's term of office automatically terminates if he or she
 - 3 6.1 is disqualified under the Companies Acts from acting as a Director
 - 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 Directors
 - 3 6 4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Directors on resuming membership of the Company before the next AGM)
 - 3.6 5 resigns by written notice to the Directors (but only if at least two Directors will remain in office)
 - 3 6 6 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has

invited the views of the Directors concerned and considered the matter in the light of any such views

3 7 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next AGM

3 8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

4 PROCEEDINGS OF DIRECTORS

4 1 The Directors must hold at least four meetings each year

4 2 A quorum at a meeting of the Directors is two Directors

4 3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all other participants

4 4 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors 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 Directors 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 Chair of the meeting, who has a second or casting vote, every Director has one vote on each issue

4.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

5 POWERS OF DIRECTORS

5 1 The Directors have the following powers in the administration of the Company

5 2 to appoint (and remove) any member (who may be a Director) to act as a Secretary to the Company in accordance with the Act

5 3 to appoint a Chair, Treasurer and other honorary officers from among their numbers

- 5 4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors)
- 5 5 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5 6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any)
- 5 8 to establish procedures to assist the resolution of disputes within the Company
- 5 9 to exercise any powers of the Company which are not reserved to a general meeting

6 RECORDS AND ACCOUNTS

- 6 1 The Director must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies
 - 6 1 1 annual reports
 - 6 1 2 annual returns
 - 6.1 3 annual statements of account
- 6.2 The Directors must keep proper records of
 - 6 2 1 all proceedings at general meeting
 - 6 2.2 all proceedings at meetings of the Directors
 - 6 2 3 all reports of committees
 - 6 2 4 all professional advice obtained
- 6.3 Accounting records relating to the Company must be made available for inspection by any Directors at any reasonable time during normal office

hours and may be made for inspection by members who are not Directors if the Directors so decide

- 6 4 A copy of the Company's latest available statement of account must be supplied on request to any Director member, or to any other person who makes a written request and pays the Company's reasonable costs, within two weeks

7 NOTICES

- 7 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in a suitable journal or newspaper circulating in the area of benefit or any newsletter distributed by the Company

- 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 post to that address

7 3 4 on the date of the publication of a newspaper containing the notice

7 3 5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier

7 3 6 as soon as the member acknowledges actual receipt

- 7 4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions take at a meeting

8 DISSOLUTION

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

9 INTERPRETATION

9.1 In the Memorandum and in these Articles

'The Act' means the Companies Acts 1985 and 1989

'AGM' means an annual general meeting of the Company

'these Articles' means these articles of association

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary

'the Board of Directors' means all the Directors of the Company

'Chair' means the Chair of the Board of Directors

'the Company' means the company governed by these Articles

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

'EGM' means an extraordinary general meeting of the Company

'financial expert' means an individual, company or firm who is an authorised person or an exempt person within the meaning of the Financial Services and Markets Act 2000

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

'member' and **'membership'** refer to membership of the Company

'Memorandum' means the Company's Memorandum of Association

'month' means calendar month

'the Objects' means the Objects of the Company as defined in clause 3 of the Memorandum

'Secretary' means Secretary of the Company

'Director' means a director of the Company and **'Directors'** means all of the directors

'written' or **'in writing'** refers to a legible document on paper including a fax 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 subordinate legislation made under it