

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION
THE ST. BRIAVELS ASSEMBLY ROOMS LTD

Company Registration Number: 06558465
Registered Charity Number: 1124367

1. Name

The name of the Company is The St. Briavels Assembly Rooms Ltd.

2. Registered Office

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

3. Objects

The objects of the Charity are the provision and maintenance of a village hall for the use of the inhabitants of Hewelsfield and St Briavels without distinction of political, religious or other opinions, including use for:

(a) Meetings, lectures and classes.

(b) Other forms of recreation and leisure-time occupation with the object of improving the conditions of life for the inhabitants.

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:-

4.1 To promote or carry out research.

4.2 To provide advice.

4.3 To publish or distribute information.

4.4 To co-operate with other bodies.

4.5 To support, administer or set up other charities.

4.6 To raise funds, (but not by means of taxable trading).

4.7 To borrow money and give security for loans, (but only in accordance with the restrictions imposed by the Charities Acts).

4.8 To acquire or hire or accept gifts of property of any kind and whether or not it is subject to any trust.

4.9 To let or dispose of or charge property of any kind belonging to the Charity (but only in accordance with the restrictions imposed by the Charities Acts).

4.10 To make grants or loans of money and to give guarantees.

4.11 To set aside funds for special purposes or as reserves against future expenditure.

4.12 To invest the moneys of the Charity not immediately required for its purposes in or upon such investment, securities or property as may be thought fit subject nevertheless to such conditions (if any) as may, for the time being, be imposed by law.

4.13 To delegate the management of investments to a financial expert, but only on terms that:

- (1) the investment policy is set down in writing for the financial expert by the Trustees;
- (2) every transaction is reported promptly to the Trustees;
- (3) the performance of the investments is reviewed regularly with the Trustees;
- (4) the Trustees are entitled to cancel the delegation arrangement at any time;
- (5) the investment policy and the delegation arrangement are reviewed at least once a year;
- (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- (7) the financial expert must not do anything outside the powers of the Trustees.

4.14 To insure the property of the Charity against any foreseeable risk, and to take out other insurance policies to protect the Charity when required.

4.15 To pay for indemnity insurance for the Trustees.

4.16 Subject to Clause 5, to employ paid or unpaid agents, staff or advisers.

4.17 To enter into contracts to provide services to or on behalf of other bodies.

4.18 To establish or acquire subsidiary companies to assist or act as agents for the Charity.

4.19 To pay the costs of forming the Charity.

4.20 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Trustees

5.1 The property and funds of the Charity must be used only for promoting the Objects and no Trustee shall be appointed to any office of the Company paid by salary or fees without the prior written consent of the Charity Commission but:

- (1) Trustees may be paid interest at a reasonable rate on money lent to the Charity;
- (2) Trustees may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
- (3) Trustees who are also beneficiaries may receive charitable benefits in that capacity.

5.2 A Trustee must not receive any payment of money or other material benefit, (whether directly or indirectly) from the Charity except:

- (1) as mentioned in clauses 4.15 (indemnity insurance), 5.1(1) (interest), 5.1(2) (rent), 5.1(3) (charitable benefits), or 5.3 (contractual payments);
- (2) Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
- (3) An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (4) payment to any company in which a Trustee has no more than a 1 per cent holding; and
- (5) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance).

5.3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:

- (1) the goods or services are actually required by the Charity;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in Clause 5.4; and
- (3) no more than a quarter of the Trustees are interested in such a contract in any financial year.

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

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter;

5.5 This clause may not be amended without the written consent of the Charity Commission in advance.

6. Limited Liability

The liability of the members is limited.

7. Guarantee

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

8. Dissolution

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

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or for the charitable purposes which are within or similar to the Objects;
- (3) in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

9. Interpretation

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

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

Memorandum of Association

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to the Memorandum and we agree to take the number of shares in the capital of the company shown opposite our respective names:

NAMES & ADDRESSES OF SUBSCRIBERS

SUBSCRIBERS' SIGNATURES

Name:

Address :

Date:

WITNESS TO THE ABOVE SIGNATURE(S)

WITNESS SIGNATURE

Name:

Address :

Occupation:

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF THE ST. BRIAVELS ASSEMBLY ROOMS LTD

1. Members

1.1 The first members of the Charity shall be the subscribers to the Memorandum of Association.

1.2 The original class of members shall be Directors of the Charity and Trustees of the Charity. They shall be known as Director Trustees and shall be members of the Board of Director Trustees (the Board).

1.3 The Board when complete shall consist of at least 8 and not more than 10 individuals, all of whom must be members of the Charity.

1.4 A further class of members shall be non-executive trustees of the Charity. They shall be known as Non-Executive Trustees and shall not be directors of the company nor members of the Board.

1.5 The class of members known as Non-Executive Trustees shall consist of a minimum of zero individuals and a maximum of 6 individuals.

1.6 Every member must sign a written consent to become a member of the Charity before he or she is eligible to vote at any meeting of the Charity, and the Charity shall maintain a Register of Members of the Charity including all members' names and addresses.

1.7 Membership of the Charity is open to any individual interested in promoting the Objects who:

1.7.1 applies to the Charity in the form required by the Director Trustees;

1.7.2 is approved by the Director Trustees;

1.7.3 is not otherwise disqualified by law; and

1.7.4 signs the Register of Members or consents in writing to become a member.

1.8 The Board of Director Trustees may accept or decline each application without stating their reasons, but at all times must act reasonably and properly and in the best interests of the Charity in the appointment of new members.

1.9 The original class of members, the Director Trustees, by ordinary resolution in general meeting may propose the creation, in addition to the class of Non-Executive Trustees, further classes of membership with different rights and obligations from those of the existing classes, and shall record the rights and obligations in the Register of Members.

1.10 The members may not directly or indirectly alter the rights or obligations attached to a class of membership. However, the rights attached to a class of membership may be varied only if:

(1) Three-quarters of the members of that class consent in writing to the variation; or

(2) A special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

The provisions in these articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

1.11 Membership is terminated if the member concerned:

1.11.1 provides two months written notice of resignation to the Charity;

1.11.2 dies; or

1.11.3 is removed from membership by resolution of the Director Trustees on the ground that in their

reasonable opinion the member's continued membership is not in the best interests of the Charity and should be terminated. The Directors may pass such a resolution only if:

- (a) the member has been given at least twenty one days' notice in writing of the meeting of the Director Trustees at which the resolution will be proposed and the reasons why it is proposed; and
- (b) the member concerned, or member's representative, has been allowed the opportunity to make written representations to the meeting, to be received within fourteen clear days after receiving notice.

1.12 Membership of the Charity is not transferable.

2. Acting as Director Trustees and Non-Executive Trustees

2.1. The Director Trustees have control of the Charity and its property and funds; as such they have a primary duty to protect and preserve the assets of the Charity and to conduct all matters or actions in the best lawful interests of the Charity.

2.2. In carrying out the Objects of the Charity as stated in the Memorandum of Association, as part of their vision of excellence, the Director Trustees and the Non-Executive Trustees shall seek to promote educational, cultural, health and social well-being, and the provision of advice for the social needs of all members of the community.

2.3 The Director Trustees shall be responsible for ensuring the powers of the Charity, as stated in the Memorandum, shall be exercised only in promoting the Objects. Such powers shall, in addition, include: to acquire, merge with, or enter into, any partnership or joint venture arrangement with any other charity formed for any of the Objects stated in the Memorandum.

2.4 A Director Trustee must be a person who is aged eighteen years or older and no-one may be appointed as a Director Trustee if he or she would be disqualified from acting under the provisions of Article 2.16. The first Director Trustees shall be notified to Companies House as the first Directors of the Charity.

2.5 A Director Trustee may not appoint an alternate Director Trustee or anyone else to act on his or her behalf at meetings of the Director Trustees. All Director Trustees must be members of the Charity.

2.6 The Charity may by ordinary resolution, at an Annual General Meeting (AGM), appoint a person who is willing to act as a Director Trustee; and determine the rotation in which Director Trustees are to retire in accordance with Articles 2.7 & 2.8.

2.7 Each Director Trustee may serve an initial term of office of up to six years before being required to retire and stand for re-election, after which the Director Trustee may be eligible for further re-appointment for a maximum of two further consecutive terms of office, each term being subject to re- election for up to four years, with the overall length of office not exceeding fourteen years in total, including the initial term. For Director Trustees appointed on or after 1st September 2021 each Director Trustee may serve an initial term of office of up to six years before being required to retire and stand for re-election, after which the Director Trustee may be eligible for further re-appointment for a maximum of two further consecutive terms of office, each term being subject to re-election for up to two years, with the overall length of office not exceeding ten years in total, including the initial term.

2.8 For those Director Trustees who were the original subscribers to the Memorandum of Association, the term of office for the purpose of Article 2.7 shall run from the date of the first AGM in 2009.

2.9 A Director Trustee, on relinquishing his or her role and irrespective of the length of his or her service, may be appointed by the Board as a Non-Executive Trustee.

2.10 Director Trustees will retire at an AGM, in accordance with Article 2.7, always provided that a minimum number of eight Directors shall remain in office. If a Director Trustee wishes to resign at an AGM, then he or she must give the requisite prior notice in accordance with Article 1.11.1.

2.11 A Non-Executive Trustee must be a person who is aged eighteen years or older and no-one may be appointed as a Non-Executive Trustee if he or she would be disqualified from acting under the provisions of Article 2.16.

2.12 A Non-Executive Trustee may not appoint an alternate Non-Executive Trustee or anyone else to act on his or her behalf at meetings of the Director Trustees and Non-Executive Trustees. All Non-Executive Trustees must be members of the Charity.

2.13 The Charity may by ordinary resolution, at an Annual General Meeting (AGM), appoint a person who is willing to act as a Non-Executive Trustee; and determine the rotation in which Non-Executive Trustees are to retire in accordance with Article 2.14.

2.14 Each Non-Executive Trustee may serve an initial term of office of up to six years before being required to retire and stand for re-election, after which the Non-Executive Trustee may be eligible for further re-appointment for a maximum of two further consecutive terms of office, each term being subject to re-election for up to two years, with the overall length of office not exceeding ten years in total, including the initial term.

2.15 Non-Executive Trustees will retire at an AGM, in accordance with Article 2.14. If a Non-Executive Trustee wishes to resign at an AGM, then he or she must give the requisite prior notice in accordance with Article 1.11.1.

2.16 The term of office of a Director Trustee and of a Non-Executive Trustee automatically terminates if he or she:

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

2.16.2 ceases to be a Director Trustee by virtue of any provision in the Companies Act or is prohibited by law from being a Director;

2.16.3 is incapable, whether mentally or physically, of managing or administering his or her own affairs;

2.16.4 is absent without notice or permission of the Director Trustees from all of their meetings within a period of six consecutive months, and the Director Trustees resolve that his or her office be vacated;

2.16.5 ceases to be a member of the Charity;

2.16.6 resigns by giving the requisite written notice to the Director Trustees, as provided in Article 1.11.1;

2.16.7 is removed in accordance with the provisions of Article 1.11.3.

2.17 The Director Trustees may at any time co-opt as a Director Trustee any individual who is qualified, under Articles 1.7 and 2.4, and is capable, in the view of the Board, of contributing to the management of the Charity (and, in particular, is capable of exercising the powers included in Article 5.2), to be appointed as a Director Trustee to fill a vacancy in their number or as an additional Director Trustee, but a co-opted Director Trustee holds office only until the next AGM.

2.18 The Director Trustees may at any time co-opt as a Non-Executive Trustee any individual who is qualified under Articles 1.7 and 2.11, and is capable, in the view of the Board, of contributing to the development of the Charity, in particular the exercising of the powers included in Article 6.

2.19 A technical defect in the appointment of a Director Trustee or a Non-Executive Trustee as charity trustee of which the Director Trustees are unaware at the time does not invalidate decisions taken at a meeting.

3. General Meetings of the Company

3.1 The Charity must hold its first AGM within eighteen months after the date of its incorporation. An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive AGMs.

3.2 The Director Trustees may regulate the proceedings as they think fit, subject to the provisions of the Articles.

3.3 Members are entitled to attend general meetings personally and the Director Trustees may invite other individuals to attend and contribute to the meetings, although these individuals will not be entitled to take part in any decisions of the Director Trustees and Non-executive Trustees, who are members of the Charity.

3.4 No decisions may be made at any general meeting unless a quorum is present. There is a quorum at a general meeting if the number of members present is at least half plus one of existing members, subject to a minimum quorum of five or a maximum quorum of nine members.

3.5 If a quorum is not present within half an hour of the appointed time or the meeting becomes inquorate during its course, the meeting shall be adjourned to such time and place as the Director Trustees may determine.

3.6 The Director Trustees must reconvene the meeting and give at least seven clear days notice of the reconvened meeting. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified, the members present at that time shall constitute the quorum for that meeting.

3.7 The Chairman of the Board of Director Trustees shall chair the general meetings or, where that person is unable to do so, the meetings shall be chaired by the person appointed Deputy Chairman by the Board. In the absence of both individuals, the Director Trustees present and entitled to vote shall choose one of their number to chair the general meeting.

3.8 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a simple majority of the votes cast by show of hands.

3.9 Except for the Chair of the meeting, who has a second or casting vote in the event of equality of votes, every member present in person and entitled as a member to vote has one vote on each issue.

3.10 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. 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.

3.11 General meetings are called with at least twenty one clear days' written notice specifying the business to be discussed.

3.12 Any general meeting which is not an AGM is an Extraordinary General Meeting (EGM)

3.13 An EGM may be called at any time by the Director Trustees and must be called within fourteen clear days of receipt of a written request from at least four Director Trustees, unless it is an EGM called for the passing of a special resolution in which case the notice period shall be twenty eight clear days.

3.14 A general meeting may be called by shorter notice if it is so agreed, in the case of an AGM by all members entitled to attend and vote and, in the case of an EGM, by a majority in numbers of members having a right to attend and vote at the meeting who together hold not less than 95% of the total voting rights.

3.15 The notice must specify the date, time, and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an AGM, the notice must state this.

3.16 At an AGM the members shall:-

3.16.1 approve the Minutes of the previous AGM;

3.16.2 receive the accounts of the Charity for the previous financial year;

3.16.3 receive the Chairman's report on behalf of the charity trustees on the Charity's activities since the previous AGM;

3.16.4 note resignations that may have occurred during the year and accept the retirement of those Board members who wish to retire or are subject to re-election;

3.16.5 elect Board members to fill vacancies or confirm the appointment of Director Trustees co-opted since the previous AGM;

3.16.6 confirm the appointment of Non-Executive trustees co-opted since the previous AGM;

3.16.7 appoint auditors for the Charity, if required;

3.16.8 have the option to confer upon any individual (with his or her consent) the honorary title of Patron, President, or Vice- President of the Charity; and

3.16.9 have the option to discuss and determine any issues of policy or deal with any other business put before them by the Director Trustees.

4. Meetings of the Board of Director Trustees

4.1 The Director Trustees must hold at least four Board meetings each year and may regulate their proceedings as they think fit, subject to the provisions of the Articles. The Non-Executive Trustees shall have the right to attend all meetings of the Board of Director Trustees and to contribute to the proceedings.

4.2 Any two members, either Director Trustees or Non-Executive Trustees, may call a meeting of the Director Trustees and Non-Executive Trustees, and the Secretary must call a meeting of the Director Trustees and the Non-Executive Trustees if requested to do so by any two Director Trustees or Non-Executive Trustees. The Trustees calling the meeting must advise the Secretary of the topic or topics they wish to be discussed at the meeting.

4.3 There is a quorum at a meeting of the Director Trustees and Non-Executive Trustees if the number of Director Trustees present is at least half plus one of the existing Director Trustees, subject to a minimum quorum of five and a maximum of six Director Trustees. There shall be no quorum for Non-Executive Trustees.

4.4 No decision may be made by a meeting of the Director Trustees and Non-Executive Trustees unless a quorum of the Director Trustees is present at the time the decision in question is made.

4.5 A Director Trustee shall not be counted in the quorum present when any decision is made upon which that Director Trustee is not entitled to vote.

4.6 Whenever a Director Trustee or a Non-Executive Trustee has a personal interest in a matter to be discussed at a meeting of the Board or a committee of that Board, he or she must act in accordance with the provisions in the Memorandum of Association.

4.7 A meeting of the Board may be held either in person or by suitable electronic means agreed by all of the Director Trustees in which all participants may communicate with all the other participants.

4.8 The Chairman of the Board of Director Trustees or (if the Chairman is unable or unwilling to do so) the Deputy Chairman or (in that person's absence), another Director Trustee chosen by the Director Trustees present presides at each meeting.

4.9 If a declaration of interest is made by the Chairman, he or she must hand over the Chairmanship of the meeting to the Deputy Chairman for that item, and otherwise comply with the Memorandum as applied to a Director Trustee with an interest. In the absence of both individuals, the Director Trustees present and entitled to vote shall choose one of their number to chair that item. In relation to both Articles 4.6 and 4.9, the reason for his or her decision must be recorded by the Board of Director Trustees in the minutes.

4.10 Only Director Trustees may propose resolutions at Board meetings.

4.11 Every issue may be determined by a simple majority of the votes cast by the Director Trustees at a meeting by show of hands, but a written resolution signed by all the Director Trustees is as valid as a resolution passed at a meeting. 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.

4.12 Except for the Chairman of the meeting, who has a second or casting vote in the event of a tie, every Director Trustee has one vote on each issue. Non-Executive Trustees have no voting rights at meetings of the Board of Director Trustees.

4.13 Director Trustees may delegate tasks to other agencies, individuals, working groups, or sub-committees of the Board consisting of a minimum of two members, of whom one must be a Director Trustee. The Board may appoint persons other than members of the Charity to serve on such committees where the Board deems the knowledge and experience of the appointee to be of value to the committee. The terms of the delegation must be clearly stated in the minutes and any reports required must be delivered promptly to the Director Trustees by those delegated. The Director Trustees may revoke or alter a delegation.

4.14 A procedural defect of which the Director Trustees were unaware at the time does not invalidate decisions taken at a meeting.

5 Director Trustees' powers as charity trustees

5.1. The Director Trustees will manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restriction imposed by the Companies Act, the Articles, or any special resolution.

5.2. The Director Trustees have the following powers in the administration of the Charity:

5.2.1 to appoint (and remove) any charity trustee, or other person, to act as Company Secretary in accordance with the Companies Act;

5.2.2 to appoint a Chairman, Deputy Chairman, Treasurer, and other honorary officers from among their number;

5.2.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them as provided for in Article 4.13. At least one member of every committee must be a Director Trustee and all proceedings must be minuted and reported promptly to the Board of Director Trustees;

5.2.4 to make standing orders consistent with the Memorandum, the Articles, and the Companies Act to govern proceedings at general meetings;

5.2.5 to make, from time to time, such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws shall be consistent with the Memorandum, the Articles, and the Companies Act to govern their proceedings and the proceedings of their committees as well as the administration of the Charity;

5.2.6 to adopt such means as the Director Trustees think sufficient to bring the rules and bye laws to the notice of members of the Charity. The Charity in general meeting has the power to alter, add to, or repeal the rules or bye laws. All rules and bye laws shall be binding on all members of the Charity;

5.2.7 to establish procedures to assist in the resolution of disputes or differences within the Charity including, if the issue remains unresolved, reference to external mediation;

- 5.2.8 to provide for indemnity insurance, in accordance with the Memorandum of Association, for the Director Trustees and any other person appointed as an Officer of the Charity;
- 5.2.9. to insure the property of the Charity, in accordance with the Memorandum of Association, against any foreseeable risk, and to take out other insurance policies to protect the Charity and its property, including the costs of litigation, when required;
- 5.2.10 to exercise any powers of the Charity which are not reserved to a general meeting.

6 Non-Executive Trustees' powers as Charity Trustees

- 6.1 The Non-Executive Trustees have a primary duty to act in the best interests of the Charity.
- 6.2 The Non-Executive Trustees shall assist the Director Trustees in the management and operation of the business of the Charity including, but not limited to, contributing to the strategy, marketing, policies and procedures, administration and the day-to-day running of the Assembly Rooms.
- 6.3 The Non-Executive Trustees, as members of the Charity, shall be entitled to vote at general meetings of the Charity. They shall have one vote on each issue and their votes shall rank equally with those of the Director Trustees.
- 6.4 The Non-Executive Trustees shall have the power to call a meeting of the Director Trustees and the Non-Executive Trustees in accordance with Article 4.2 but they shall have no voting rights at meetings of the Board of Director Trustees in accordance with Article 4.12.
- 6.5 A Non-Executive Trustee may serve as Company Secretary, but not as any other Officer of the Company.

7 Records and Accounts

- 7.1 The Director Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of financial records, including written financial policies or financial regulations; the audit of accounts; and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 7.1.1 annual returns;
 - 7.1.2 annual reports; and
 - 7.1.3 annual statements of account
- 7.2 The accounts must be prepared to show a true and fair view, and follow accounting standards issued or adopted by the Accounting Standards Board or its successors, and adhere to the recommendations of applicable Statements of Recommended Practice.
The Director Trustees must notify the Charity Commission promptly of any changes to the charity's entry on the Central Register of Charities.
- 7.3 The Director Trustees must keep proper records and minutes of:
 - 7.3.1 appointment of officers made by the Director Trustees;
 - 7.3.2 all proceedings at general meetings;
 - 7.3.3 all proceedings at meetings of the Charity's members;
 - 7.3.4 all meetings and reports of any committees established by the Director Trustees, as provided in Article 4.13, including the names of Director Trustees and others present at the meeting, the decisions made at the meeting and, where appropriate, the reasons for the decisions; and
 - 7.3.5 all professional advice obtained.
- 7.4. Accounting records relating to the Charity must be made available for inspection by any Director Trustee at any time during normal office hours, upon the giving of reasonable notice, and may be made available for inspection by members who are not Director Trustees if the Director Trustees so decide.

7.5. A copy of the Charity's latest statement of account must be supplied on request to any Director Trustee or to any member who is not a Director Trustee. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

7.6. Upon dissolution, a final report and statement of account must be sent to the Charity Commission in accordance with the Memorandum of Association.

8 Notices

8.1. Notices under the Articles may be sent by hand, by post, or by suitable electronic means.

8.2. The only address at which a member is entitled to receive notices sent by post is an address in the U.K. shown in the Register of Members.

8.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

8.3.1 Twenty four hours after being sent by electronic means or delivered by hand to the relevant address;

8.3.2 two clear days after being sent by first class post to that address;

8.3.3 five clear days after being sent by second class or overseas post to that address;

8.3.4 on the date of publication of a newspaper containing the notice;

8.3.5 on being handed to the member personally; or, if earlier,

8.3.6 as soon as the member acknowledges actual receipt.

8.4 A technical defect in the giving of notice of which the Director Trustees are unaware at the time does not invalidate decisions taken at a meeting.

9 Dissolution

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

9.2. The Director Trustees of the Charity may, at any time before and in expectation of its dissolution, resolve that any net assets of the Charity after all of its debts and liabilities have been paid, or provision has been made for them, must on or before the dissolution of the Charity be applied in the ways set out in the Memorandum of Association. In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity, (except to a member that is itself a charity).

10 Interpretation

10.1. In the Memorandum and in the Articles, unless the context indicates another meaning:-

"AGM" means an annual general meeting of the Charity;

"the Articles" means the Charity's Articles of Association;

"Chairman" means the chairman of the Board of Director Trustees and of the Board of the Charity;

"the Charity" means the company governed by the Memorandum and the Articles, that is "The St. Briavels Assembly Rooms Ltd.";

"the Charities Acts" means the Charities Act 2006, and the Charities Act 2011;

"charity trustee" has the meaning prescribed by the Charities Act 2011;

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

"the Commission" means the Charity Commission;

"community" means the inhabitants of Hewelsfield and St Briavels in accordance with the Memorandum of Association;

“the Companies Acts” means the Companies Acts (as defined in Section 2, the Companies Act 2006) in so far as they apply to the company;

“Company Secretary” means the Company Secretary of the Charity;

“connected person” means any child, parent, grandchild, grandparent, brother, sister or spouse of a charity trustee or of any of those persons listed, or any person living with the charity trustee as his or her civil partner. It will also include any firm of which a charity trustee is a member or employee, and any company of which a charity trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital of that body corporate. Furthermore, it will include a person carrying on business in partnership with any of the aforementioned connected persons, or an institution controlled by any of those connected persons, or a body corporate in which any of those connected persons have a beneficial interest in more than 1 per cent of the share capital of that body corporate;

“custodian” means a person or body who undertakes safe custody of assets or of documents or records relating to them;

“Director Trustees” means the directors of the Charity. The directors are charity trustees as defined by the Charities Act 2011;

“EGM” means an extraordinary general meeting of the Charity;

“electronic means” as defined under Section 1168, the Companies Act 2006

“financial expert” means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 and the Financial Services Act 2012;

“financial year” means the Charity’s financial year;

“firm” includes a limited liability partnership;

“indemnity insurance” means insurance against a personal liability incurred by any charity trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the charity trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

“material benefit” means a benefit which may not be financial but has a monetary value;

“member” and **“membership”** refer to membership of the Charity;

“Memorandum” means the Charity’s Memorandum of Association;

“month” means calendar month;

“nominee company” means a corporate body registered or having an established place of business in England and Wales;

“Non-Executive Trustees” means the trustees of the Charity who are not Director Trustees;

“the Objects” means the Objects of the Charity as defined in Clause 3 of the Memorandum;

“Officers” means Director Trustees and the Company Secretary;

“other bodies” shall include charities, voluntary bodies, and statutory authorities, and may involve the exchange of information & advice with them;

“Property” shall mean real or personal property;

“Secretary” means the Secretary to the Board of Trustee Directors responsible for recording meetings and secretarial duties other than those of Company Secretary;

“security for loans” shall mean to charge the whole or part of the property belonging to the Charity as security for money borrowed;

“taxable trading” means carrying on a trade or business for the principal purpose of raising funds by substantial permanent trading activity, (and not for the purpose of actually carrying out the Objects), the profits of which are subject to corporation tax. The Charity must not undertake such trading activity and must comply with any pertinent statutory requirements;

“Trustee” means a member of the Charity who is either a Director Trustee or a Non-Executive Trustee of the Charity; and

“Trustees” means the members of the Charity who are either Director Trustees or Non-Executive Trustees as defined above;

“written” or **“in writing”** refers to a legible document on paper including a fax message and printed e-mail;

“year” means calendar year.

10.2 Expressions defined in the Companies Acts have the same meaning.

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