

~~Page 1 - Company Secretary to sign and send to Bank Laminator when signed~~



Company Number: 6577534

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

CATCH 22 CHARITY LIMITED (THE COMPANY)

Passed on 20 March 2013

On 20 March 2013 the following special written resolution in writing was duly passed by 75% of the members of the Company who were, at the date thereof, entitled to attend and vote at a general meeting of the Company pursuant to ss 288 to 300 Companies Act 2006

WRITTEN RESOLUTION

SPECIAL RESOLUTION

THAT the Articles of Association contained in the document attached to this resolution and for the purposes of identification marked 'A' be and the same are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company


Company Secretary / Director



COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF CATCH 22 CHARITY LIMITED

6577534

1 MEMBERSHIP

1 1 The Charity must maintain a register of members

1 2 Membership of the Charity is open to any Trustee interested in promoting the Objects who

1 2 1 applies to the Charity in the form required by the Trustees,

1 2 2 is approved by the Trustees, and

1 2 3 signs the register of members or consents in writing to become a member either personally or (in the case of an organisation) through an authorised representative

1 3 Membership is terminated if the member concerned

1 3 1 gives written notice of resignation to the Charity,

1 3 2 dies,

1 3 3 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity The Trustees may only pass such a resolution 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, or

1 3 4 ceases to be a Trustee

1 4 Membership of the Charity is not transferable

2 GENERAL MEETINGS

2 1 Members are entitled to attend general meetings either personally or by proxy Proxy forms must be disclosed to the Secretary at least 24 hours before the meeting General meetings are called on at least 14 clear 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 representatives present in person or by proxy is at least 3 or 10% of the members if greater

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 Articles or the Companies Acts, every issue is decided by a majority of the votes cast

2 5 Every member present in person or by proxy has one vote on each issue

2 6 The Trustees may call a general meeting and, on the requisition of the members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Companies Act 2006

2 7 The members may pass resolutions in writing provided any such written resolution is made fully in accordance with the provisions of the Companies Act 2006

3 PROXIES

3 1 Every notice of a general meeting must include a prominent statement of the right to appoint a proxy that complies with the requirements of the Companies Act 2006

3 2 Any member entitled to attend and vote at any meeting of the Charity shall be entitled to appoint another person (whether a member or not) as his proxy to speak attend and vote (by a show of hands or poll) in his place

3 3 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll

3 4 No objection shall be raised to the qualification of any member or proxy to vote or demand a poll except at the meeting or adjourned meeting at which the vote, or demand for a poll, objected to is tendered, and every vote, or poll, not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive

4 THE TRUSTEES

4 1 The Trustees as charity trustees have control of the Charity and its property and funds

4 2 The Trustees when complete consist of at least three and not more than fifteen individuals, all of whom must be members

4 3 The subscribers to the Memorandum are the first Trustees

4 4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees

4 5 Trustees are appointed by the Trustees and shall serve for such period or periods as the Trustees think fit

4 6 A Trustee's term of office automatically terminates if he or she

4 6 1 is disqualified under the Charities Act 1993 from acting as a charity trustee,

4 6 2 is incapable, whether mentally or physically, of managing his or her own affairs,

- 4 6 3 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign,
 - 4 6 4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity),
 - 4 6 5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
 - 4 6 6 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 4 7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 5 TRUSTEES' PROCEEDINGS**
- 5 1 The Trustees must hold at least four meetings each year
- 5 2 A quorum at a meeting of the Trustees shall be three
- 5 3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 5 4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 5 5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. 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
- 5 6 Except for the chairman of the meeting, who has a casting vote, every Trustee has one vote on each issue
- 5 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 6 CONFLICTS OF INTEREST**
- 6 1 If a Trustee, or a connected person in relation to a Trustee is in any way directly or indirectly interested in a proposed transaction or arrangement with the Charity the interested Trustee must declare the nature and extent of that interest to the other Trustees at a meeting of the Trustees before the Charity enters into the transaction or arrangement
- 6 2 Article 6 1 does not apply to
- 6 2 1 an interest of which the Trustee is not aware or could not reasonably be expected to be aware, or where the Trustee is not aware of the transaction or arrangement in

question,

6 2 2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest,

6 2 3 to the extent the Trustees are already aware of it

6 3 A Trustee of the Charity must avoid a conflict of interest in relation to the Charity that is not authorised by the Trustees under this clause or does not relate to a transaction or arrangement that is authorised by any other provision of this memorandum and articles or by the Charity Commission

6 4 The Trustees of the Charity may authorise a conflict of interest of a Trustee (an "interested Trustee") that is not authorised by any other provision of this memorandum and articles at a meeting of the Trustees where the following conditions apply

6 4 1 The interested Trustee and has declared his interest at or before the meeting before discussion begins on the matter,

6 4 2 The interested Trustee is absent from the meeting for that item

6 4 3 The interested Trustee is not counted in the quorum for that part of the meeting

6 4 4 The Trustees other than the interested Trustee and any other interested Trustee consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying

6 4 5 The interested Trustee and any other interested Trustee is absent during the vote and has no vote on the matter or in considering whether a quorum is present at the meeting

6 5 The duty of the Trustee of the Charity to avoid a conflict of interest does not apply to transactions or arrangements described in Clause 5 3 of the memorandum or which directly or indirectly promotes the Objects subject to compliance with clause 5 4 of the memorandum

6 6 In Article 6 4 of these Articles reference to a conflict of interest only refers to a conflict of interest which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person

7 TRUSTEES' POWERS

7 1 The Trustees have the following powers in the administration of the Charity

7 1 1 to appoint a President, who unless and until agreed otherwise shall be Her Royal Highness The Princess Royal,

7 1 2 to appoint such number of Vice-Presidents as they consider appropriate from time to time,

7 1 3 to appoint (and remove) any person to act as Secretary in accordance with the Companies Acts,

- 7 1 4 to appoint a Chair, Deputy Chair, Treasurer and other honorary officers from among their number,
- 7 1 5 to delegate any of their functions to committees consisting of three or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees,
- 7 1 6 to make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings,
- 7 1 7 to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees,
- 7 1 8 to make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any),
- 7 1 9 to establish procedures to assist the resolution of disputes or differences within the Charity,
- 7 1 10 to exercise any powers of the Charity which are not reserved to a general meeting

8 RECORDS AND ACCOUNTS

- 8 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 1993 (as amended) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
 - 8 1 1 annual returns,
 - 8 1 2 annual reports, and
 - 8 1 3 annual statements of account
- 8 2 The Trustees must keep proper records of
 - 8 2 1 all proceedings at general meetings,
 - 8 2 2 all proceedings at meetings of the Trustees,
 - 8 2 3 all reports of committees, and
 - 8 2 4 all professional advice obtained
- 8 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 8 4 A copy of the Charity's latest available statement of account must be supplied on request to

any Trustee or member. 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

9 NOTICES

9 1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Charity or by means of a website in accordance with section 309 of Companies Act 2006

9 2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members. In relation to electronic communications, "address" includes any number or address used for the purposes of such communications

9 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

9 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

9 3 2 two clear days after being sent by first class post to that address,

9 3 3 three clear days after being sent by second class or overseas post to that address,

9 3 4 on the date of publication of a newspaper containing the notice,

9 3 5 on being handed to the member personally, or, if earlier,

9 3 6 as soon as the member acknowledges actual receipt

9 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

10 DISSOLUTION

10 1 The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

11 INTERPRETATION

11 1 In the Memorandum and in the Articles, unless the context indicates another meaning

the Articles means the Charity's articles of association,

Chair means the chair of the Trustees,

the Charity means the company governed by the Articles,

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

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

the Commission means the Charity Commissioners for England and Wales,

the Companies Acts mean the Companies Act 1985 (as amended by the Companies Act 1989) and any provision of the Companies Act 2006 for the time being in force,

conflict of interest means a situation in which a person has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Charity. A conflict of interest includes a conflict of interest and duty or loyalty and a conflict of duties and loyalties,

connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, a person carrying on business in partnership with a Trustee or an institution that is controlled by a Trustee or a connected person or any company of which a Trustee or a connected person has a substantial interest,

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

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

financial year means the Charity's financial year,

firm includes a limited liability partnership,

indemnity insurance means insurance against personal liability incurred by any Trustee for an 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,

informal membership refers to a supporter who may be called a 'member' but is not a company member of the Charity

member and **membership** refer to company 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,

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

President means the honorary position of President of the Charity,

remuneration has the meaning prescribed by section 73B of the Charities Act 1993,

Secretary means the company secretary of the Charity,

taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

Trustee means a director of the Charity and **Trustees** means the directors,

Vice-Presidents means the honorary positions of Vice-Presidents of the Charity,

written or in writing refers to a legible document on paper not including a fax message,

year means calendar year

- 11 2 Expressions defined in the Companies Acts have the same meaning
- 11 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
- 11 4 The provisions set out in the Memorandum appended to these Articles form part of these Articles and shall have effect as if set out in full in the body of these Articles Any reference to these Articles includes the Memorandum and any reference to a provision of the Memorandum in these Articles is a reference to a provision appended to these Articles

APPENDIX

COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF RAINER CRIME CONCERN

12 NAME

- 12 1 The name of the Charity is Rainer Crime Concern

13 REGISTERED OFFICE

- 13 1 The registered office of the Charity is to be in England and Wales

14 OBJECTS

The Objects are to promote opportunities for the development, education and support of young people in need to lead purposeful, stable and fulfilled lives and to promote safer, inclusive, crime free communities for the benefit of the public

15 POWERS

- 15 1 The Charity has the following powers, which may be exercised only in promoting the Objects
- 15 1 1 to promote or carry out research,
 - 15 1 2 to provide advice,
 - 15 1 3 to identify good practice and effectiveness, advise interested parties upon and award funds to assist the establishment of projects furthering the objects of the Charity,
 - 15 1 4 to publish or distribute information,
 - 15 1 5 to co-operate with other bodies,
 - 15 1 6 to support, administer or set up other charities,
 - 15 1 7 to raise funds (but not by means of taxable trading),
 - 15 1 8 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993 and the Charities Act 2006),
 - 15 1 9 to acquire or hire property of any kind,
 - 15 1 10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993),
 - 15 1 11 to make grants or loans of money and to give guarantees,

- 15 1 12 to set aside funds for special purposes or as reserves against future expenditure,
- 15 1 13 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 15 1 14 to delegate the management of investments to a financial expert, but only on terms that
- (a) the investment policy is set down in writing for the financial expert by the Trustees,
 - (b) every transaction is reported promptly to the Trustees,
 - (c) the performance of the investments is reviewed regularly with the Trustees,
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (f) 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
 - (g) the financial expert must not do anything outside the powers of the Trustees,
- 15 1 15 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required,
- 15 1 16 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required,
- 15 1 17 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 15 1 18 to pay for indemnity insurance for the Trustees,
- 15 1 19 subject to clause 16, to employ paid or unpaid agents, staff or advisers,
- 15 1 20 to enter into contracts to provide services to or on behalf of other bodies
- 15 1 21 to establish or acquire subsidiary companies to assist or act as agents for the Charity,
- 15 1 22 to pay the costs of forming the Charity,

- 15 1 23 to do anything else within the law which promotes or helps to promote the Objects,
- 15 1 24 to become sole corporate trustee of the Royal Philanthropic Society Incorporating The Rainer Foundation (known as Rainer, charity number 229132),
- 15 1 25 to become the sole member and trustee of The Crime Concern Trust Limited (company number 02259016)

16 BENEFITS TO MEMBERS AND TRUSTEES

- 16 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but(subject to the restrictions in sections 73A to 73C of the Charities Act 1993)
 - 16 1 1 members who are not Trustees may be employed by the Charity,
 - 16 1 2 members (including Trustees but subject always to clause 5 3 below) may enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 16 1 3 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity, and
 - 16 1 4 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity
- 16 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - 16 2 1 as mentioned in clauses 15 1 18 (indemnity insurance), 16 1 3 (interest), 16 1 4 (rent) or 16 1 2 and 16 3 (contractual payments),
 - 16 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - 16 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - 16 2 4 payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
 - 16 2 5 in circumstances, to which the Charity Commission has given prior written approval provided any procedures it prescribes are fully complied with
- 16 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 remuneration if
 - 16 3 1 the goods or services are actually required by the Charity,

- 16 3 2 the nature and level of the benefit meet the conditions set out in section 73A of the Charities Act 1993 and are set at a meeting of the Trustees in accordance with the procedure in clause 16 4, and
 - 16 3 3 no more than 25% of the Trustees are interested in such a contract in any financial year
- 16 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
 - 16 4 1 declare an interest before the meeting or at the meeting before discussion begins on the matter,
 - 16 4 2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,
 - 16 4 3 not be counted in the quorum for that part of the meeting, and
 - 16 4 4 be absent during the vote and have no vote on the matter
- 16 5 This clause may not be amended without the written consent of the Commission in advance

17 LIMITED LIABILITY

- 17 1 The liability of members is limited

18 GUARANTEE

- 18 1 Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay such amount (not exceeding £10) as may be required towards the payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member payment of the costs and expenses of winding up and adjustment of the rights of the contributors among themselves

19 DISSOLUTION

- 19 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
 - 19 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
 - 19 1 2 directly for the Objects or for charitable purposes which are within or similar to the Objects,
 - 19 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance Nothing in the Memorandum of Association shall authorise an application of the property of the Charity for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005

19 2 A final report and statement of account must be sent to the Commission

20 INTERPRETATION

20 1 Words and expressions defined in the Articles have the same meanings in the Memorandum

20 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