

Company Number: 07281634

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

The Alexander Centre Trust Limited

("the Company")

Circulation Date: 3rd April 2012

Pursuant to the Companies Act 2006, the directors of the Company propose that the following resolution ("the Resolution") is passed as a special resolution

SPECIAL RESOLUTION:

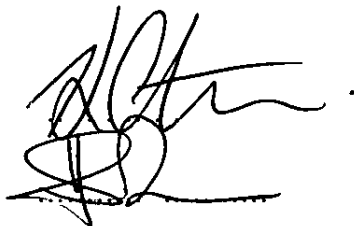
To alter the company's name from The Alexander Centre Trust Ltd to The Alexander Centre Trust C I C

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, the person/s entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed



Date 5 April 12

Signed

Date 5 April 12

Signed

Date

For and on behalf of The Alexander Centre Trust

WEDNESDAY



A31
11/04/2012
COMPANIES HOUSE
#99

NOTES:

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by post or hand delivery to the Company's registered office at Somerset House, South Wing, Strand, London WC2R 1LA
- 2 If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

Company Number: 07281634

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

The Alexander Centre Trust Limited

("the Company")

Circulation Date: 3rd April 2012

Pursuant to the Companies Act 2006, the directors of the Company propose that the following resolution ("the Resolution") is passed as a special resolution

SPECIAL RESOLUTION:

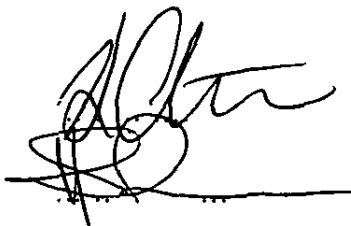
That the Alexander Centre Trust should become a Community Interest Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, the person/s entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed



Date

5th Apr 12

Signed

Date

5 / 4 / 2012

Signed

Date.

For and on behalf of **The Alexander Centre Trust**



COMPANIES HOUSE

NOTES:

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by post or hand delivery to the Company's registered office at Somerset House, South Wing, Strand, London WC2R 1LA
- 2 If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

Company Number: 07281634

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

The Alexander Centre Trust Limited

("the Company")

Circulation Date: 3rd April 2012

Pursuant to the Companies Act 2006, the directors of the Company propose that the following resolution ("the Resolution") is passed as a special resolution

SPECIAL RESOLUTION:

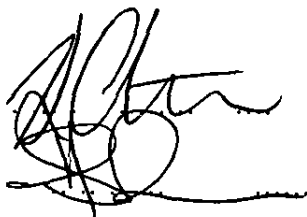
That the Alexander Centre Trust will alter the companies articles to state that is to be a community interest company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, the person/s entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed



Date 5 April 12

Signed

Date 5/4/2012

Signed

Date

For and on behalf of **The Alexander Centre Trust**

WEDNESDAY

COMPANIES HOUSE

NOTES:

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by post or hand delivery to the Company's registered office at Somerset House, South Wing, Strand, London WC2R 1LA
- 2 If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

Company Number: 07281634

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

OF

The Alexander Centre Trust Limited

("the Company")

Circulation Date: 3rd April 2012

Pursuant to the Companies Act 2006, the directors of the Company propose that the following resolution ("the Resolution") is passed as a special resolution

SPECIAL RESOLUTION:

That the company will make the following alterations of the company's Articles of Association which are considered necessary to comply with the requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company,

- To change the company name from Limited to C I C
- Insert at section 3 Community Interest Company statement
- Insert at section 4 Asset Lock statement
- Add statements 9 1 2, 9 1 3 and 9 4 3 to Section 9 to meet new regulations
- Add statement 10 11 to Section 10 to meet new regulations
- Add sub header at 12 6 and new statement 12 6 1
- Amend 12 6 3 to state "must not have more than" one vote

That the Articles of Association of the Company in the form of Articles attached to this document be and are hereby adopted as the Articles of Association of the Company in substitution for the existing Articles

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, the person/s entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution

Signed

A handwritten signature in black ink, appearing to be 'A. Khan'.

Date

5 April 12.

Signed

Date

5/4/2012

Signed

Date

For and on behalf of **The Alexander Centre Trust**

NOTES:

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by post or hand delivery to the Company's registered office at Somerset House, South Wing, Strand, London WC2R 1LA
- 2 If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

The Companies Acts 1985 to 2006
Community Interest Company Limited by Guarantee
Articles of Association
of
The Alexander Centre Trust C.I.C

1 Name

The name of the company is The Alexander Centre Trust (TACT) C I C or such other name as the Directors shall from time to time determine (the "**Company**")

2 Registered office

The registered office of the Company is in England and Wales

3 Community Interest Company

3 1 The Company is to be a community interest company

4 Asset Lock

4 1 The Company shall not transfer any of its assets other than for full consideration

4 2 Provided the conditions in Article 4 3 are satisfied, Article 4 1 shall not apply to

(a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body, and

(b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body

4 3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the memorandum and Articles of the Company

4 4 If

4 4 1 the Company is wound up under the Insolvency Act 1986, and

4 4 2 all its liabilities have been satisfied

any residual assets shall be given or transferred as determined by Article 4 2

5 Objects

5 1 Subject to Article 5 2, the objects of the Company are within the geographical area of Faversham and its surrounding villages and include

5 1 1 the encouragement, promotion and development of a community and business hub

- 5 1 2 the encouragement, promotion and development of educational, recreational & social activities that meet the needs of the community To include, but not limited to, local residents, businesses and third sector organisations
- 5 1 3 the promotion and encouragement of any and all initiatives to advance the prosperity and future of Faversham and its surrounding villages

(together the "Objects")

- 5 2 Article 5 1 shall not have the effect of restricting the objects of the Company and, in accordance with section 31 of the Act, the Company's objects are unrestricted

6 Company Powers

- 6 1 In addition to any powers it may have the Company may do anything lawful that may be necessary in order to promote its Objects, including to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a object of the company or the trade is temporary and ancillary to carrying out the objects of the company

7 Application of income and property

- 7 1 The income and property of the Company shall be applied solely towards the promotion of the Company's objects and no portion of it shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Member(s) of the Company

- 7 2 Subject to Article 7 3, the income and property of the Company shall be applied solely towards the promotion of the Company's objects and no portion of it shall be paid or transferred, directly or indirectly by way of salary, bonus or other remuneration or monetary benefit to any Director of the Company

- 7 3 Nothing in Article 7 2 shall prevent any payment in good faith by the Company to a Director of

- 7 3 1 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Company,

- 7 3 2 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles,

- 7 3 3 an indemnity provided in accordance with these Articles,

- 7 3 4 interest at a reasonable rate on money lent to the Company,

- 7 3 5 a reasonable rent or hiring fee for property let or hired to the Company,

- 7 3 6 payment to any company in which a Director has no more that a 2% shareholding,

- 7 3 7 reasonable and proper remuneration for any services rendered to the Company, provided that

- (a) the Director has declared his or her interest in accordance with Article 13 and the procedure for managing any conflict of interest set out in Article 144 has been complied with,

- (b) the services supplied are not services supplied by the Director under a contract of employment,

- (c) the services supplied are not services supplied by the Director in his or her capacity as a Director

7 4 In this Article, references to a Director include references to any person who is a Connected Person in relation to that Director

8 Liability and guarantee

8 1 The liability of the Member(s) is limited

8 2 The Member(s) of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if the Company shall be wound up while it is a Member(s), or within one year after it ceases to be a Member(s), for payment of the Company's debts and liabilities contracted before it ceases to be a Member(s) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves

9 Membership

9 1 Becoming a Member

9 1 1 The Company must maintain a register of Members

9 1 2 The subscribers to the Memorandum are the first members of the Company

9 1 3 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company

9 1 4 The Directors may admit such persons as they see fit as members in accordance with any criteria or rules made by the Directors from time to time

9 1 5 The Directors may admit such persons as they see fit as associate members in accordance with any criteria or rules made by the Directors from time to time, provided that associate members shall not be members of the Company for the purposes of the Act and accordingly such membership shall not confer upon any associate member the right to attend or vote on any matter at any general meeting of the Company

9 2 Termination of Membership

9 3 Membership of the Company is not transferable

9 4 Membership is terminated if the member

9 4 1 dies or ceases to exist,

9 4 2 gives 7 days written notice to the company, or

9 4 3 otherwise in accordance with the Articles

10 General meetings

10 1 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

- 10 2 The duly authorised representative of 3 Member(s) of the Company shall constitute a quorum at a general meeting
- 10 3 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine
- 10 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director elected by those present shall preside as chair at a general meeting. The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine
- 10 5 A resolution put to the vote of a meeting will be decided on a show of hands. The Member(s) present shall have one vote
- 10 6 A declaration by the chair that a resolution has been carried or lost and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact
- 10 7 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting whose decision is final
- 10 8 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting. A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 Companies Act 2006)
- 10 9 A general meeting may be called at any time by the Directors and must be called in accordance with the terms of the Act within 21 days of a written request from the Member(s) made in accordance with the provisions of the Act
- 10 10 The chairman of the meeting may commit other persons who are not members of the company to attend and speak at a general meeting
- 10 11 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company, but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures

11 The Directors

- 11 1 Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purposes they may exercise all of the powers of the Company
- 11 2 The first Directors shall be the persons whose names are notified to Companies House on incorporation
- 11 3 The Board shall be composed of no fewer than two Directors and such maximum number as the Board may determine from time to time
- 11 4 Further Directors shall be appointed to the Board by resolution of the Member(s)
- 11 5 Every Director will hold office until he or she vacates office in accordance with Article 11 6
- 11 6 A Director's term of office automatically terminates if he or she
- 11 6 1 ceases to be a Director by any provisions of the Act or is prohibited from being a company director by law,

- 11 6 2 is incapable, whether mentally or physically, of managing his or her own affairs,
 - 11 6 3 is removed as a Director by the Member(s) pursuant to the Act,
 - 11 6 4 resigns by written notice to the Board (but only if at least two Directors will remain in office),
 - 11 6 5 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement, or
 - 11 6 6 is convicted of an offence and the Directors resolve that it is undesirable in the interests of the Company that he or she remains a Director
- 11 7 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 of the Board

12 Proceedings of the Board

- 12 1 The Directors must hold at least four meetings of the Board each year
- 12 2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be two, or all the Directors then in office if there are fewer than two Directors
- 12 3 If the total number of directors for the time being is less than the quorum required the directors must not any decision other than a decision –
- 12 3 1 To appoint further directors or
 - 12 3 2 To call a general meeting so as to enable the members to appoint further directors
- 12 4 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants
- 12 5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present will preside as chair at each meeting
- 12 6 **Decision-making at meetings**
- 12 6 1 Questions arising at a Directors' meeting shall be decided by a majority of votes
 - 12 6 2 A written resolution signed by all of the Directors entitled to receive notice of a meeting of 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)
 - 12 6 3 Except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote, every Director must not have more than one vote on each issue
 - 12 6 4 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

13 Declaration of interests

- 13 1 Every Director has a duty to declare the nature and extent of any interest, whether direct or indirect, which he or she has in any proposed or existing transaction or arrangement with the

Company or any situation or matter in relation to the Company that is, or possibly may be, a conflict of interest

- 13 2 In the case of any proposed transaction or arrangement with the Company in which a Director is interested, he or she must declare the nature and extent of the interest to the Directors before the Company enters into the transaction or arrangement
- 13 3 In the case of any existing transaction or arrangement that has been entered into by the Company or any situation or matter in relation to the Company in which a Director is interested, he or she must declare the nature and extent of the interest to the Directors as soon as is reasonably practicable
- 13 4 Any declaration must be made in accordance with the provisions of the Act
 - 13 4 1 at a meeting of the Directors, or
 - 13 4 2 by notice in writing to the Directors, or
 - 13 4 3 by general notice to the Directors
- 13 5 A Director is not required to declare an interest
 - 13 5 1 where the Director is not aware of the interest (but the Director is treated as being aware of matters of which he or she ought reasonably to be aware), or
 - 13 5 2 where the Director is not aware of the transaction or arrangement or situation or matter (but the Director is treated as being aware of matters of which he or she ought reasonably to be aware), or
 - 13 5 3 if, or to the extent that, the other Directors are already aware of the interest (or ought reasonably to be aware of the interest), or
 - 13 5 4 if it cannot reasonably be regarded as likely to give rise to a conflict of interest
- 13 6 The Company may maintain a register of all of the interests declared by the Directors in accordance with Articles 13 1 to 13 5 The Directors may prepare (and from time to time review) a policy in relation to the declaration and management of conflicts of interest

14 Conflicts of interest

- 14 1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes
- 14 2 But if Article 14 3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes
- 14 3 This Article applies when
 - 14 3 1 the Company by ordinary resolution dis-applies the provisions of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process,
 - 14 3 2 the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or

- 14 3 3 the Director's conflict of interest arises from any actual or proposed arrangement or transaction between the Company and the Member(s)
- 14 4 For the purposes of Articles 14 1 to 14 6, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting
- 14 5 Subject to Article 14 6, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting whose ruling in relation to any Director other than the chairman is to be final and conclusive
- 14 6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman of the meeting, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

15 Powers of Directors

- 15 1 The Directors have the following powers in the administration of the Company
- 15 1 1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Director) to act as Secretary to the Company in accordance with the Act,
- 15 1 2 to appoint a Chairman, Vice-Chairman, Treasurer and other honorary officers from among their number,
- 15 1 3 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings,
- 15 1 4 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees,
- 15 1 5 to make regulations consistent with these Articles and the Act to govern the administration of the Company, and
- 15 1 6 to exercise any powers of the Company which are not reserved to a general meeting

16 Committees and Advisory Board

- 16 1 The Board may delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Directors or it is ratified by the Board) provided that
- 16 1 1 all proceedings of every committee must be reported promptly to the Board, and
- 16 1 2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying)

- 16 2 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Company. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Directors, have the duties and responsibilities of company directors. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying

17 Records & Accounts

- 17 1 The Directors 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 of annual returns and accounts
- 17 2 The Directors must keep proper records of
- 17 2 1 all proceedings at general meetings,
 - 17 2 2 all proceedings at meetings of the Directors,
 - 17 2 3 all reports of committees, and
 - 17 2 4 all professional advice obtained

18 Notices

- 18 1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Directors by hand, or by post or by suitable electronic means
- 18 2 The Company may deliver a notice or other document to the Member(s) by
- 18 2 1 delivering it personally to the Member(s),
 - 18 2 2 post or hand delivery to the Member's address shown in the register of Members,
 - 18 2 3 electronic mail to an address notified by the Member(s) in writing, or
 - 18 2 4 by means of a website in accordance with Articles 18 3 and 18 4
- 18 3 Notices, resolutions, documents or information may be sent or supplied to the Member(s) by means of a website provided that the Member(s) has consented to receive notices, resolutions, documents or information in that way. The Member(s) will be deemed to have agreed to receive notices, resolutions, documents and information in this way where it has been asked individually by the Company to agree to receive notices, resolutions, documents and information through a website and the Company has not received a response within the period of 28 days beginning with the date on which the Company's request was sent. The Member(s) is not taken to have so agreed if the Company's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made
- 18 4 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, the Member(s) shall be notified in accordance with Articles 18 2 1, 18 2 2 or 18 2 3 of
- 18 4 1 its presence on the website,
 - 18 4 2 the address of the website,

- 18 4 3 the place on the website where it may be accessed, and
- 18 4 4 how to access it
- 18 5 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member(s) when the notice, resolution, document or other information is first made available on the website or, if later, when the Member(s) is deemed to have received the notification given under Article 18 4 in accordance with the relevant provisions of 18 6
- 18 6 Subject to Article 18 5, any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 18 6 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
- 18 6 2 two clear days after being sent by first class post to that address,
- 18 6 3 three clear days after being sent by second class or overseas post to that address,
- 18 6 4 on being handed to the Member(s) (or, in the case of a member organisation, its authorised representative) personally, or, if earlier
- 18 6 5 as soon as the Member(s) acknowledges actual receipt
- 18 7 A technical defect in the giving of notice of a meeting of which the Directors are unaware at the time does not invalidate decisions taken at that meeting

19 Indemnity and insurance

- 19 1 The Company may indemnify any Director or former Director of the Company (or any director or former director of a Subsidiary Company) against any liability incurred by him or her in that capacity, to the extent permitted by the Act
- 19 2 The Company may purchase and maintain insurance, at the expense of the Company, for the benefit of any Director or former Director of the Company (or any director or former director of a Subsidiary Company) in respect of any loss or liability which has been or may be incurred by him or her in connection with his or her duties or powers in relation to the Company (or Subsidiary Company), to the extent permitted by the Act

20 Dissolution

If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed to the Member(s) of the Company but shall, as determined by a resolution of the Member(s), be applied for the Specific Objects or transferred to such other organisation or organisations with objects similar to the Specific Objects

21 Model Articles

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company

22 Interpretation

- 22 1 In these Articles

"the Act" means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

"these Articles" means these articles of association

"authorised representative" means an individual who is authorised in writing by the Member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary

"Board" means the board of directors of the Company

"Chairman" means the chair of the Board appointed in accordance with Article 15 1 2

"the Company" means the company governed by these Articles

"Connected Person" means any person falling within one of the following categories

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee or Member
- (b) the spouse or civil partner of any person in (a)
- (c) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner or
- (d) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 2% of the share capital or capital

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

"Director" means each of the directors of the Company under the Act (and **"Directors"** means all of the directors)

"Member(s)" and **"Membership"** refer to the member of the Company for the purposes of, and as defined by, the Act and its membership of the Company

"Memorandum" means the Company's memorandum of association

"month" means calendar month

"Secretary" means the secretary of the Company

"Subsidiary Company" means any company in which the Company holds

- (a) more than 50% of the shares, or
- (b) more than 50% of the voting rights attached to the shares, or
- (c) the right to appoint one or more of the directors

"written" or **"in writing"** refers to a legible document on paper including a printed email or a fax message

"year" means calendar year

22 2 Expressions defined in the Act have the same meaning

22 3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it

CIC 37

Declarations on Conversion to a Community Interest Company¹

*Please
complete in
typescript,
or in bold
black
capitals.*

Company Number

07281634

Company Name in full

The Alexander Centre Trust

Limited

**Proposed Company
Name in full**

The Alexander Centre Trust CIC

Community Interest Company/C.I.C. (delete as appropriate)

SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries

- 1 We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community². [Insert a short description of the community, or section of the community, which it is intended that the company will benefit in the space provided below]³

The company's activities will provide benefit to ...

The residents of Faversham Town and the surrounding villages

Faversham and its surrounding rural area has a total population of 30,859. (17,710 within the town and 13,146 in the rural area). Within the catchment the largest neighbouring villages are Teynham and Boughton under Blean. 21.5% of the population are 60 or above (just above the national average), 23.5% of the population are 17 or under (2 % higher than the national average). 24,143 of the local population are employed with an above average number of people in semi-skilled and unskilled jobs. One of the town's wards, Davington, features in the worst 20% of deprived wards in England. In terms of the current key issues; there are perceptions that the town centre is unsafe at night; employers comment that there is a poor local skills base; statistically there is an above average number of people without qualifications; a decline in local full time employment opportunities and growth in seasonal casual employment; limited provision of preventative services and distance to nearest hospital facilities.

COMPANY NUMBER 07281634

SECTION B: Community Interest Statement – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to become a community interest company.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? <i>(The community will benefit by)</i>
Establishment of a social enterprise to acquire the freehold of the Alexander Centre from Swale Borough council under an Asset Transfer, and develop a sustainable community management and financial model for this heritage community facility at the heart of Faversham. (continued below..)	The community will benefit by community ownership and management of this singularly important town-centre heritage building, so using local knowledge and experience to ensure the building satisfies local needs and expectations Also by improved access to <ul style="list-style-type: none"> • a restored and centrally-located facility available for private and community social events and functions • a hub for local community organisations and businesses to deliver services and create new jobs • a town-centre meeting place, social and office spaces • a creative and affordable programme of events and recreational and educational activities (continued below)
We wish to secure the building's future for local people and to maximise its public and economic benefit and reach.	Also by supporting local business enterprise through the use of local services and suppliers, aiding a mutually beneficial relationship.
If the company makes any surplus it will be used for ⁴ Investment in the building and applied solely towards the promotion of the Company's objects	

(Please continue on separate sheet if necessary.)

COMPANY NUMBER

07281634

SECTION C: Declarations on conversion to a community interest company

Declaration 1

We/I, the undersigned, declare and understand that the company in respect of which this application is made:

(a) cannot be an incorporated charity and a community interest company^v

AND;

(b) if we are an existing incorporated charity that we have been given written consent from the Charity Commission or the Scottish Charity Regulator^{vi} to the company's conversion to a community interest company

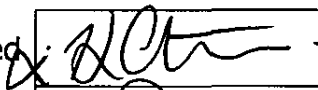
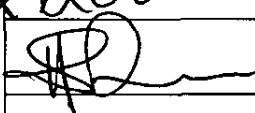
Declaration 2

We/I, the undersigned, declare that the company in respect of which this application is made will not be:

(a) a political party;

(b) a political campaigning organisation; or

(c) a subsidiary of a political party or of a political campaigning organisation.^{vii}

Signed	
Signed	
Signed	
Signed	
Signed	
Signed	

Date	5 April 12.
Date	5 APRIL 12
Date	
Date	
Date	
Date	

Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>

(Please continue on separate sheet if necessary.)

COMPANY NUMBER

CHECKLIST

This form must be accompanied by the following documents:

- (a) Special resolution stating the company should become a community interest company.
- (b) Special resolution to alter the company's articles to state that it is to be a community interest company
- (c) Special resolution make such alterations of the company's articles as the company considers necessary to comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (d) Special resolution to change the company's name to comply with section 33 of the Act
- (e) Form NM01- Notice of change of name
- (f) A printed copy of the articles of the company as altered by the special resolutions
- (g) Any completed continuation sheets
- (h) A cheque for £25 made payable to Companies House.

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Mrs Susan Wilson	
The Alexander Centre	
15-17 Preston Street	
Faversham, Kent	Tel 01795 594446
DX Number	DX Exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

For companies registered in England and Wales: Companies House, Crown Way, Cardiff, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland: Companies House, 4th Floor, Edinburgh Quay 2, 139
Fountainbridge, EH3 9FF DX 235 Edinburgh

For companies registered in Northern Ireland: Companies House, 2nd Floor, The Linenhall, 32-38
Linenhall Street, Belfast, BT2 8BG

NOTES

¹ This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

² The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

³ E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

⁴ It is expected that surpluses will be primarily used to benefit the community or be reinvested into the company to promote its aims rather than for the personal gain of shareholders and/or directors.

^v A community interest company cannot benefit from charitable status. An existing company which wishes to become a community interest company must either not have charitable status or must satisfy the criteria set out in section C declaration 2(b).

^{vi} A Scottish charitable company is a company, which is a Scottish charity. A Scottish charity is a body entered in the Scottish Charity register, kept by the Office of the Scottish Charity Regulator under the Charities and Trustee Investment (Scotland) Act 2005.

^{vii} A company is not eligible to be formed as a community interest company if it will be an "excluded company". If you are not sure whether the company which you wish to form falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and of the related terms "election", "governmental authority", "public authority" and "referendum") in Regulation 2 of the Regulations before completing this form.



**Certificate of Incorporation
on becoming a
Community Interest Company**

Company No. 7281634

The Registrar of Companies for England and Wales hereby certifies that:

THE ALEXANDER CENTRE TRUST LIMITED

has by special resolution changed its name; is now a Community Interest Company; and is incorporated under the name of:

THE ALEXANDER CENTRE TRUST C.I.C

Given at Companies House on 17th April 2012



