



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 8364264

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

ACCESS CORBY

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **17th January 2013**



N08364264K



Companies House

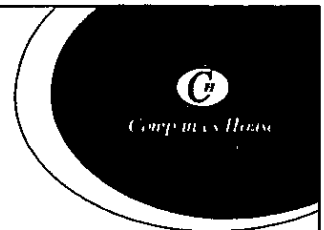


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

IN01

Application to register a company

103252 / 40



A fee is payable with this form
Please see 'How to pay' on the last page

✓ What this form is for
You may use this form to register a
private or public company

✗ What this form is NO
You cannot use this for
a limited liability partnership,
this, please use form LL

WEDNESDAY



A04 "A206Y20H" 16/01/2013 #75
COMPANIES HOUSE

Part 1 Company details

→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full ① Access Corby

For official use

① Duplicate names
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions ①

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

① Company name restrictions
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ①

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☒ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

① Name ending exemption
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type ①

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

① Company type
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ①

Please give the registered office address of your company

Building name/number The TA Building

Street Elizabeth Street

Post town Corby

County/Region Northamptonshire

Postcode N N 1 7 1 P N

① Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ①

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

① For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ①

Please tick the box below if the company's articles are restricted

☐

① Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2 Proposed officers

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

Secretary

B1 Secretary appointments ①

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2 Secretary's service address ①

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3 Signature ①

I consent to act as secretary of the proposed company named in Section A1.

Signature	Signature X	X
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① Signature

The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①		① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
	Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
C2	Location of the registry of the corporate body or firm		
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only		
C3	EEA companies ②		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
C4	Non-EEA companies		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
Registration number			
C5	Signature ⑤		
	I consent to act as secretary of the proposed company named in Section A1 .		
Signature	Signature 		⑤ Signature The person named above consents to act as corporate secretary of the proposed company

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Application to register a company

Director

D1

Director appointments ^①

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	Mr
Full forename(s)	Hugh Christopher William
Surname	Fenton
Former name(s) ^②	
Country/State of residence ^③	England
Nationality	British
Date of birth	d2 d2 m0 m2 y1 y9 y4 y6
Business occupation (if any) ^④	Director

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address ^⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The TA Building
Street	Elizabeth Street
Post town	Corby
County/Region	Northamptonshire
Postcode	N N 1 7 1 P N
Country	England

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

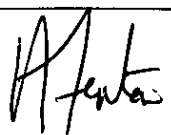
Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

Signature ^⑥

I consent to act as director of the proposed company named in Section A1

Signature	Signature X  X
-----------	--

⑥ Signature

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Director

D1

Director appointments ①

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	
Country/State of residence ③	
Nationality	
Date of birth	<div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div>
Business occupation (if any) ④	

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	
Street	
Post town	
County/Region	
Postcode	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Country	

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	<div>Signature</div> <div>X</div>	X
-----------	-----------------------------------	---

⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1	Corporate director appointments	
	Please use this section to list all the corporate directors taken on formation	
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	
Country		
	<p>Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page</p> <p>Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number</p>	
E2	Location of the registry of the corporate body or firm	
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only	
E3	EEA companies	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered		
Registration number		
	<p>EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk</p> <p>This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)</p>	
E4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered		
If applicable, the registration number		
	<p>Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register</p>	
E5	Signature	
	I consent to act as director of the proposed company named in Section A1	
Signature	<div> <div>Signature</div> <div>X</div> </div> <div>X</div>	
	<p>Signature The person named above consents to act as corporate director of the proposed company</p>	

IN01

Application to register a company

Part 3

Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee).

F1

Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling
If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
			Totals	£

F2

Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

Currency

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
			Totals	

F3

Totals

Please give the total number of shares and total aggregate nominal value of
issued share capital

Total number of shares

Total aggregate
nominal value ④

④ Total aggregate nominal value
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

① Including both the nominal value and any
share premium

② Total number of issued shares in this class.

③ Number of shares issued multiplied by
nominal value of each share

Continuation Pages

Please use a Statement of Capital continuation
page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

Prescribed particulars
①

① Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars ①		<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b. particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

Part 4 Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to Part 5 (Statement of compliance)

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below.

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

1 Name

Please use capital letters.

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

Subscriber's details

Forename(s) 1	
Surname 1	asra Housing Group
Address 2	3 Bede Island Road Leicester
Postcode	L E 2 7 E A
Amount guaranteed 3	£10

Subscriber's details

Forename(s) 1	
Surname 1	Corby Voluntary & Community Services Ltd
Address 2	The TA Building, Elizabeth Street Corby
Postcode	N N 1 7 1 P N
Amount guaranteed 3	£10

Subscriber's details

Forename(s) 1	
Surname 1	Delos Community
Address 2	York House, 1-3 Newton Close, Park Farm Industrial Estate Wellingborough
Postcode	N N 8 6 U W
Amount guaranteed 3	£10

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Application to register a company

Subscriber's details

Forename(s) ①	
Surname ①	Youth Works CIC
Address ②	Connaught Youth Centre, Cottingham Road Corby
Postcode	N N 1 7 1 S Y
Amount guaranteed ③	£10

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

① Name

Please use capital letters.

② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

③ Amount guaranteed

Any valid currency is permitted.

Continuation pages

Please use a 'Subscribers' continuation page if necessary.

IN01

Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to Section H1 (Statement of compliance delivered by the subscribers)
- Yes Go to Section H2 (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	HOWES PERCIVAL LLP		
Building name/number	OXFORD HOUSE		
Street	CLIFTONVILLE		
Post town	NORTHAMPTON		
County/Region	NORTHAMPTONSHIRE		
Postcode	N	N	1
	S	P	N
Country	UK		
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with		
Agent's signature	Signature X	Howes Percival LLP	X

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Application to register a company



Presenter information

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

Contact name **DAVID JONES**

Company name **HOWES PERCIVAL LLP**

Address **OXFORD HOUSE**
CLIFTONVILLE

Post town **NORTHAMPTON**

County/Region **NORTHAMPTONSHIRE**

Postcode **NN1 5PN**

Country **UK**

DX **12413 NORTHAMPTON**

Telephone **01604 258053**



Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agents address (Given in Section H2)



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



How to pay

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to www.companieshouse.gov.uk



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum and Articles of Association
of
Access Corby

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of Access Corby ✓

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by each subscriber

ASRA Housing Group

 ✓

Corby Voluntary & Community Services

 ✓

Delos Community

 ✓

Youth Works CIC

 ✓

Dated

3 January 2013 ✓

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Access Corby

INTERPRETATION

1 Defined terms

- 1 1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

Term	Meaning
"Address"	includes a number or address used for the purposes of sending or receiving documents by Electronic Means,
"AGM"	Annual General Meeting of the Company,
"Area"	The Borough of Corby,
"Articles"	the Company's articles of association,
'authorised representative'	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given by the member organisation in Writing to the Company. Any such notice of the appointment (or removal) of an authorised representative constitutes conclusive evidence of that person's appointment (or removal),
"Board"	the Board of Trustees for the time being of the Company,
"Chair"	has the meaning given in Article 10,
"Commission"	Means the Charity Commission for England and Wales
"Company"	Access Corby,
"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts,
"Co-opted Trustee"	a Trustee co-opted on to the Board in accordance with Article 28,
"Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company,
“Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company,
“Connected Person”	<p>any person falling within one of the following categories</p> <ul style="list-style-type: none"> (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or (b) the spouse or civil partner of any person in (a), or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital, <p>where payment to that person might result in the Trustee obtaining benefit,</p>
“Document”	any document including, unless otherwise specified, any document sent or supplied in Electronic Form,
“Elected Trustee”	a Trustee appointed to the Board in accordance with Article 27,
“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006,

"Member"	means a member of the Company,
"Month"	means calendar month,
"Objects"	mean the Objects of the Company as defined in Article 2
"Office"	the registered office of the Company,
"Proxy Notice"	has the meaning given in Article 48,
"Secretary"	the secretary of the Company (if any),
"Subsidiary Company"	any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company,
"Trustee"	a director of the Company, and includes any person occupying the position of director, by whatever name called,
"Writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1 2 Subject to Article 1 3 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it

1 3 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company

OBJECTS AND POWERS

2 Objects

2 1 The objects of the Company are

2 1 1 to act as a consortium for its Members within the Area in order to assist its Members with tendering for grants and contracts made available for use in the Borough of Corby and surrounding areas by statutory authorities and other agencies for charitable causes,

2 1 2 to promote any charitable purposes for the benefit of the inhabitants of the Area and elsewhere, including but not limited to the relief of poverty, distress and illness, the advancement of education and training, the preservation and protection of health, the promotion of social inclusion, the advancement of community cohesion, and the preservation and conservation of the environment,

- 2 1 3 to promote such purposes as are charitable according to the laws of England and Wales for the benefit of the public as may from time to time be determined The Company shall be non-party in politics and non-sectarian in religion,
- 2 1 4 to provide all human and material resources of whatsoever kind and giving such advice and practical assistance as shall be considered appropriate for that purpose,
- 2 1 5 to co-operate and form partnerships with other organisations in the public, private and voluntary sectors and exchange information and advice with them,
- 2 1 6 to provide or assist in providing administrative facilities and support to its Members in order for its Members to carry out charitable activities,
- 2 1 7 to promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, courses, meetings, seminars, broadcasts, displays or classes,
- 2 1 8 to write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities,
- 2 1 9 to promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results, and
- 2 1 10 to provide or procure consultancy or advisory services to its Members

3 Powers

- 3 1 The Company has power to do anything which is calculated to further its objects or is conducive or incidental to doing so In particular, the Company has the power
 - 3 1 1 to raise funds and receive and accept contributions by way of donations and grants and otherwise and accept and receive gifts or property of any description whether subject to any special trust or not In doing so, the Company must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations,
 - 3 1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and maintain and equip it for use,
 - 3 1 3 to sell lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 117 and 122 of the Charities Act 2011,

- 3 1 4 to borrow money and charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company must comply as appropriate with sections 124 to 126 of the Charities Act 2011 if it wishes to mortgage land,
- 3 1 5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- 3 1 6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects of the Company,
- 3 1.7 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity,
- 3 1 8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 3 1 9 to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a director only to the extent it is permitted to do so by these Articles,
- 3 1 10 to
- (a) deposit or invest funds;
 - (b) employ a professional fund-manager, and
 - (c) arrange for the investments or other property of the Company to be held in the name of a nominee,
- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do under the Trustee Act 2000,
- 3 1 11 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011,
- 3 1 12 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and a charity,
- 3 1 13 to provide to its Members all human and material resources of whatsoever kind and give such advice and practical assistance as shall be considered appropriate,
- 3 1 14 make any reasonable charges for services provided by the Company,
- 3 1 15 construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Company,

- 3 1 16 establish and support or aid in the establishment and support, of any other charitable organisation within the Area by subscribing, lending or guaranteeing money or property for the charitable purposes of such organisations, provided that the Trustees seek the advice of a Financial Expert before carrying out such activities and provided always that such activities promote the Objects,
- 3 1 17 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects),
- 3 1 18 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 1 19 undertake and execute any charitable trusts,
- 3 1 20 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments,
- 3 1 21 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporated with objects similar to the Company's objects,
- 3 1 22 do all such other lawful things as shall further the Company's objects

LIMITATION ON PRIVATE BENEFITS

4 Limitation on private benefits

- 4 1 The income and property of the Company shall be applied solely towards the promotion of its objects

Permitted benefits to Members

- 4 2 Except as provided below no part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member This shall not prevent any payment in good faith by the Company to a Member, who is not also a Trustee, of
 - 4 2 1 any payments made to any Member which is a charity or in his, her or its capacity as a beneficiary of the Company,
 - 4 2 2 reasonable and proper remuneration to any Member for any goods or services supplied to the Company (including services performed by the Member under a contract of employment with the Company);

4 2 3 interest at a reasonable and proper rate on money lent by any Member to the Company; and

4 2.4 any reasonable and proper rent for premises let by any Member to the Company

Permitted benefits to Trustees and Connected Persons

4.3 Unless the payment is permitted by Article 4 4 no Trustee or Connected Person may

4 3 1 buy any goods or services from the Company on terms preferential to those applicable to the members of the public,

4 3 2 sell goods, services or any interest in land to the Company,

4 3 3 be employed by, or receive any remuneration from, the Company, or

4.3 4 receive any other financial benefit from the Company,

unless the payment is permitted by these Articles or is authorised by the court or the Commission. In this article "financial benefit" means a benefit, direct or indirect, which is either money or has monetary value

4 4 A Trustee may receive the following benefits from the Company

4 4 1 a Trustee or Connected Person may receive a benefit from the Company or Subsidiary Company in his, her or its capacity as a beneficiary of the Company or Subsidiary Company provided that a majority of the directors do not benefit in this way,

4 4 2 a Trustee may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him or her when acting on behalf of the Company,

4 4 3 a Trustee or Connected Person may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Company or Subsidiary Company) provided that

(a) if such person is a Trustee, the procedure described in Article 22 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision,

(b) if such person is a Connected Person the procedure described in Article 22 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person,

- (c) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee)
- (d) In relation to goods only
 - I the amount or maximum amount of the payment for the goods is set out in a written agreement between the Company or its Trustees and the Trustee or Connected Person supplying the goods,
 - II the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question,
 - III the other Trustees are satisfied that it is in the best interests of the Company to contract with the Trustee or Connected Person supplying the goods rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so,
 - IV the Trustee supplying the goods is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or it with regard to the supply of the goods to the Company,
 - V the Trustee supplying the goods does not vote on any such matter and is not counted in calculating the quorum of the meeting of Trustees,
 - VI the reason for the Trustees' decision is minuted and filed in the Company's registers,
 - VII the majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 4

4.4.4 a Trustee or Connected Person may receive interest at a reasonable and proper rate on money lent to the Company,

4.4.5 a Trustee or Connected Person may receive reasonable and proper rent for premises let to the Company,

4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with the Articles,

4.4.7 a Trustee or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6, and

4 4 8 a Trustee or Connected Person may receive or retain any payments authorised in Writing by the Commission

4 5 For any transaction authorised by Articles 4 4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of Articles 4 4 have been complied with

LIMITATION OF LIABILITY, INDEMNITY AND WINDING UP

5 Liability of Members

5 1 The liability of each Member is limited to £10, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member, for

5 1 1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a Member,

5 1 2 payment of the costs, charges and expenses of winding up, and

5 1 3 adjustment of the rights of the contributories among themselves

6 Indemnity

6 1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by sections 232 to 234 of the Companies Act 2006, and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by sections 232 to 234 of the Companies Act 2006

6 2 In this article "Trustee" means any Trustee or former Trustee of the Company

7 Winding up

7 1 If any of the net assets of the Company remain after the Company has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among Members of the Company and if no resolution passed in accordance with article 7 2 by the Members or Trustees, the net assets of the Company shall be applied for charitable purposes as directed by the court or the Commission

7 2 The Members or, subject to any resolution by the Members, the Trustees, may at any time before the dissolution of the Company resolve that any net assets of the Company, after all debts and liabilities have been paid, shall on or before and in expectation of dissolution of the Company be applied or transferred

7 2 1 directly in satisfaction of the Objects,

7 2 2 to some other charitable institution for use for particular purposes that fall within the Objects,

7 2.3 to some other charitable institution or institutions having similar objects to those of the Company

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

8 Trustees' general authority

8 1 Subject to the Articles, the Trustees are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

8 2 No alteration of the Articles shall have retrospective effect to invalidate any prior act of the Trustees

8 3 Any meeting at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

9 Members' reserve power

9 1 The Members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action

9.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution

10 Chair

10 1 The Trustees may appoint one of their number to be the Chair of the Trustees in accordance with Article 10 3 and may at any time remove him or her from that office

10 2 The Chair may be an Elected or Co-opted Trustee

10 3 The Chair will act as such for one year unless re-elected by the Board

11 Trustees may delegate

11 1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee formed in accordance with articles 12 to 14

11 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

11.3 Any delegation by the Trustees to a committee or person may be.

11 3 1 by such means,

11 3 2 to such an extent,

11 3 3 in relation to such matters or territories; and

11 3 4 on such terms and conditions,

as they think fit

11 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

11 5 The Trustees may at any time revoke any delegation in whole or part, or alter its terms and conditions

11 6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

12 Committees

12 1 In the case of delegation to committees

12 1 1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),

12 1 2 the composition of any committee shall be entirely in the discretion of the Trustees provided that at least two Members of every committee are Trustees,

12 1 3 the quorum for any committee shall be such number as determined by the Board from time to time in relation to each such committee and must include at least two Trustees,

12 1 4 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose,

12 1 5 delegates under this Article shall be revocable at any time,

12 1 6 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and

12 1 7 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees

12 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees

13 Delegation of day to day management powers

13 1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers

13 1 1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget,

13 1 2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority, and

13 1 3 any manager must report regularly to the Trustees on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company

14 Delegation of investment management

14 1 The Trustees may delegate the management of investments to a Financial Expert provided that

14 1 1 the investment policy is set down in Writing for the Financial Expert by the Trustees,

14 1 2 every transaction is reported promptly to the Trustees,

14 1 3 the performance of the investments is reviewed regularly with the Trustees,

14 1 4 the Trustees are entitled to cancel the delegation arrangement at any time,

14 1 5 the investment policy and the delegation arrangements are reviewed at least once a year,

14 1 6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and

14 1 7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees

DECISION-MAKING BY TRUSTEES

15 Trustees to take decisions collectively

15 1 Any decision of the Trustees must be made either at a meeting of the Trustees or in accordance with Article 21

16. Calling a Trustees' meeting

16 1 The Chair or any two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting

16 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either

16 2 1 all the Trustees agree, or

16 2 2 urgent circumstances require shorter notice

16 3 Notice of Trustees' meetings must be given to each Trustee, provided that it shall not be necessary to give notice to any Trustee absent from the United Kingdom

16 4 Every notice calling a Trustees' meeting must specify

16 4 1 the place, day and time of the meeting,

16 4 2 the general nature of the business to be considered at such meeting, and

16 4 3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

16.5 Notice of Trustees' meetings need not be in Writing Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose

17 Participation in Trustees' meetings

17 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when

17 1 1 the meeting has been called and takes place in accordance with the Articles, and

17 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

17 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other

17 3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

18 Quorum for Trustees' meetings

18 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

18 2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is one-third of the total number of Trustees

18 3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision

18 3 1 to appoint or arrange for the appointment of further Trustees, or

18 3 2 to call a general meeting so as to enable the Members to appoint further Trustees

19 Chairing of Trustees' meetings

19 1 The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting

20 Decision-making at meetings

20.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have

20 2 The provisions of Article 20 1 do not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

21 Decisions without a meeting

- 21 1 The Trustees may take a unanimous decision without a Trustees' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 21 2 A decision which is made in accordance with Article 21 1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 21 2 1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees,
- 21 2 2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 21 2,
- 21 2 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- 21 2.4 the Recipient must prepare a minute of the decision in accordance with Article 55 1

22 Conflicts of interest

- 22 1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 22 2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 22 3 Whenever a Trustee has a Conflict of Interest which relates to that Trustee's remuneration for goods and services provided to the Company under Article 4 4.3, the Trustee must:
- 22 3 1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,
- 22 3 2 not be counted in the quorum for that part of the meeting, and
- 22 3 3 withdraw during the vote and have no vote on the matter.

22 4 for all Conflicts of Interest other than those referred to in Article 22 3, either authorisation must be given by the unconflicted Trustees under Article 23 1 or the Trustee who is subject to the Conflict of Interest must

22 4 1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,

22 4 2 not be counted in the quorum for that part of the meeting, and

22 4 3 withdraw during the vote and have no vote on the matter

22 5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her

23 Trustees' power to authorise a Conflict of Interest

23 1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided

23 1 1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4.4 3,

23 1 2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must

(a) remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

(b) not be counted in the quorum for that part of the meeting, and

(c) withdraw during the vote and have no vote on the matter

23 1 3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum,

23 1 4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation, and

23 1 5 nothing in this Article 23 1 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4

- 23.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 23 1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed
- 23 3 A Trustee shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 23 1 (subject to any limits or conditions to which such approval was subject)

24 Register of Trustees' interests

- 24 1 The Trustees must cause a register of Trustees' interests to be kept A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared

25 Validity of Trustee actions

- 25.1 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

THE BOARD OF TRUSTEES – APPOINTMENTS AND RETIREMENT

26 Composition

- 26 1 The Board shall comprise a minimum of 6 and not more than 12 Trustees of whom no more than 9 shall be Elected Trustees and no more than 3 Co-opted Trustees
- 26 2 Any individual who would be automatically disqualified by law or the Articles from being a Trustee may not be appointed as a Trustee
- 26.3 No Trustee must serve for more than three years unless re-nominated by his appointing institution or re-co-opted by the Board

27 Elected Trustees

- 27 1 A person qualified and wishing to become an Elected Trustee must be aged 18 years or over and must either be recommended by the Trustees or be nominated for election by a Member of the Company. A nomination for election from a Member must be signed by that Member and by the person being nominated, and it must be lodged with the Secretary not less than 7 nor more than 28 Clear Days before the date of the AGM. The nomination form must contain the same details as that required of a director by Companies House.
- 27 2 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Company before he or she is eligible to vote at any meeting of the Trustees.
- 27 3 At each AGM, the one-third of the Elected Trustees who have been longest in office must retire by rotation (or the number nearest to one-third), but may offer themselves for re-election or further co-option. As between Trustees with the same length of service, they may agree between themselves who shall retire, but if they cannot agree, the matter will be decided by lot.

28 Co-opted Trustees

- 28 1 The Board shall appoint Co-opted Trustees as it sees fit in order to ensure, so far as reasonably possible, that the Board is representative and balanced, reflects the main interest groups in the Area and gives representation where appropriate to individuals with special interests in the objects of the Company.
- 28 2 The Board shall have the power to appoint and remove any Co-opted Trustee.
- 28 3 A Co-opted Trustee will serve until the end of the first AGM after his or her appointment and will only remain in office thereafter if at least half the Members voting in person or by proxy at such AGM pass a resolution approving their appointment.

29 Termination of Trustee's appointment

- 29 1 A person ceases to be a Trustee as soon as:
- 29 1 1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law,
 - 29.1.2 that person is disqualified under the Charities Act 2011 from acting as a trustee of a charity,
 - 29 1 3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

29 1 4 a composition is made with that person's creditors generally in satisfaction of that person's debts,

29 1 5 the Trustees reasonably believe he or she is suffering from mental disorder or other illness and incapable of acting and they resolve that he or she be removed from office,

29 1 6 notification is received by the Company from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect),

29 1 7 the Trustee is absent without permission from all meetings held within a period of six consecutive months and the Trustees resolve that the Trustee be removed for this reason;

29 1 8 at a general meeting of the Company, a resolution is passed that the Trustee be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views,

29 1.9 in the case of a Co-opted Trustee at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Trustee being removed, being heard by or of making written representations to the Trustees, or

29 1 10 in the case of an Elected Trustee, he or she is removed or their fixed term expires and the Trustee is not re-nominated

30 Patrons

30 1 The Trustees may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit A patron (if not a Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to Members

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

31 Becoming a Member

- 31 1 The Members shall be the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Trustees in accordance with the Articles
- 31 2 The Company must maintain a register of Members
- 31 3 With the exception of the subscribers to the Memorandum of Association of the Company, no person may become a Member unless it is an organisation or he or she represents an organisation which
 - 31 3 1 has applied for membership in a manner approved by the Trustees,
 - 31.3 2 has Objects consistent with those of the Company,
 - 31 3.3 has paid any annual subscription, and
 - 31 3 4 the Trustees have approved the application
- 31 4 The Trustees may from time to time prescribe criteria for membership but shall not be obliged to accept persons fulfilling those criteria as Members
- 31 5 The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the charity to refuse the application
- 31 6 The Trustees must inform the applicant in Writing of the reasons for the refusal within twenty one days of the decision
- 31 7 The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representation must be notified to the applicant in Writing but shall be final
- 31 8 Where a person becomes a Member as a nominee of an unincorporated association or body, the name of the Member, the name of the unincorporated association or body and the fact that the Member is its nominee shall be entered on the register of Members. The unincorporated association or body may, by notice to the Company, replace its nominee Member at any time
- 31 9 The Trustees may at their discretion levy subscriptions on Members of the Company at such rate or rates as they shall decide
- 31.10 All Members other than the subscribers shall sign a written consent to be a Member and the names of the Members of the Company must be entered in the register of Members

32 Termination of Membership

32 1 Membership is not transferable

32 2 A Member shall cease to be a Member

32 2 1 if he or she dies or, if it is an organisation, it ceases to exist,

32 2 2 if the organisation which the Member represents notifies the Company in Writing that such nominee no longer represents that organisation and on receiving such notice, the Trustees resolve to remove such Member. If the Trustees resolve not to remove the Member, they shall promptly record in the appropriate registers for the Company that the Member no longer represents that particular organisation

32 2 3 if by notice to the Company by the Member of his, her or its resignation, the Member is deemed to have resigned when the letter of resignation is received at the Office

32 2 4 if, at a meeting of the Board at which not less than half of the Trustees are present, a resolution is passed resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least twenty one clear days' notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify the expulsion and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board,

32 2 5 if any subscription or other sum payable by the Member to the Company is not paid within six months of the due date and remains unpaid seven days after notice served on the Member by the Board informing the Member that it will be removed from membership if it is not paid. The Trustees may re-admit to membership of the Company any organisation removed on this ground on payment by the Member of such sum in respect of the sum due as the Trustees may determine,

32 2 6 if it becomes bankrupt or makes any arrangement or composition with its creditors generally or goes into liquidation or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order is made or a resolution passed for its winding up.

33 Classes of Membership

33 1 The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of Members

33 2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership

33 3 The rights attached to a class of membership may only be varied if

33 3 1 three-quarters of the Members of that class consent in Writing to the variation, or

33 3 2 a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation

33 4 The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members.

33 5 The creation or alteration of subscription arrangements for Members shall not be regarded as an alteration or variation of the rights or obligations attached to a class of membership. Such arrangements may in any event be created or altered by the Trustees without the consent of the Members

34 Associate members

34 1 The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be Members of the Company for the purposes of the Articles or the Companies Acts

ORGANISATION OF GENERAL MEETINGS

35. Annual general meetings

35 1 The Company must hold an AGM within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit

36 Other general meetings

36 1 The Trustees may call a general meeting at any time

36 2 The Trustees must call a general meeting if required to do so by the Members under the Companies Acts

37 Length of notice

37 1 All general meetings must be called by either

37 1 1 at least 21 Clear Days' notice for an AGM or a general meeting called for the passing of a special resolution, or

37 1 2 14 Clear Days' notice for all other general meetings

- 37 2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Members

38 Contents of notice

- 38 1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general meeting or an AGM, and the general nature of the business to be transacted.
- 38 2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution
- 38 3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the Member of his, her or its rights to appoint another person as his, her or its proxy at a general meeting under section 324 of the Companies Act 2006

39 Service of notice

- 39.1 Notice of general meetings must be given to every Member, to the Trustees, and to any patron(s) The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company

40 Quorum for general meetings

- 40 1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present
- 40 2 The quorum shall be
- 40 2 1 two persons entitled to vote on the business to be transacted (each being a Member, a proxy for a Member or a duly authorised representative of a Member), or
- 40 2 2 30% of the total membership (represented in person, by proxy or by a duly authorised representative),
- whichever is greater
- 40.3 If a quorum is not present within thirty minutes from the time appointed for the meeting or during the meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the directors shall determine
- 40 3 1 The directors must reconvene the meeting and give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting

40 3 2 If at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting those present and entitled to vote shall be a quorum

41 Chairing general meetings

41 1 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting

41 2 If neither the Chair nor any Trustee nominated in accordance with Article 41 1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting

41 3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the Members present in person or by proxy and entitled to vote must choose one of the Members present in person to be chair of the meeting For the avoidance of doubt, a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting

42 Attendance and speaking by Trustees patrons and non-members

42 1 Trustees may attend and speak at general meetings, whether or not they are Members

42 2 Patrons may attend and speak at general meetings, whether or not they are Members

42 3 The chair of the meeting may permit other persons who are not Members of the Company (or otherwise entitled to exercise the rights of Members in relation to general meetings) to attend and speak at a general meeting

43 Adjournment

43 1 The chair of the meeting shall adjourn a general meeting at which a quorum is present if

43 1 1 The Members present in person or by proxy at the meeting resolve by ordinary resolution that it shall be adjourned, or

43 1 2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

43 2 When adjourning a general meeting, the chair of the meeting must

43 2 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees, and

- 43 2.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 43 3 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it.
- 43 3 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
- 43 3 2 containing the same information which such notice is required to contain
- 43 4 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

44 Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

45 Votes

- 45 1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a Member, a proxy or a duly authorised representative of a Member) and entitled to vote shall have a maximum of one vote
- 45 2 On a vote on a resolution on a poll at a meeting every Member present (whether in person, by proxy or via their duly authorised representative) and entitled to vote shall have one vote
- 45 3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have
- 45 4 No Member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid
- 45 5 Any organisation that is a Member of the Company may nominate any person to act as its representative at any meeting of the Company
- 45 6 The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company

45 7 Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

46 Errors and disputes

46 1 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.

46 2 Any such objection must be referred to the chair of the meeting whose decision is final.

47 Poll votes

47 1 A poll on a resolution may be demanded

47 1 1 in advance of the general meeting where it is to be put to the vote, or

47 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

47 2 A poll may be demanded by.

47 2 1 the chair of the meeting,

47 2 2 the Trustees,

47 2 3 at least two or more persons present in person or by proxy and having the right to vote on the resolution,

47 2 4 any person, who, by virtue of being appointed proxy for one or more Members having the right to vote on the resolution, holds two or more votes, or

47 2 5 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

47.3 A demand for a poll may be withdrawn if

47 3 1 the poll has not yet been taken, and

47 3 2 the chair of the meeting consents to the withdrawal.

47 4 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

47 5 Polls must be taken immediately and in such manner as the chair of the meeting directs

48 Content of Proxy Notices

48 1 Proxies must be appointed by a notice in Writing (a "Proxy Notice")

48 2 A Proxy Notice shall be in the following form (or in any other form which the Trustees may approve)

"Access Corby (the "Company")

Name of Member appointing the proxy

Address

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Company to be held on [date], and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution 1	*for	*against	*abstain	*as the proxy thinks fit
Resolution 2	*for	*against	*abstain	*as the proxy thinks fit
All other resolutions properly put to the meeting	*for	*against	*abstain	*as the proxy thinks fit

* Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting

Signed

Dated

48 3 Proxy Notices must be signed by or on behalf of the Member appointing the proxy, or authenticated in such manner as the Trustees may determine

48 4 Unless a Proxy Notice indicates otherwise, it must be treated as.

48 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

48 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

49 Delivery of Proxy Notices

49 1 A Proxy Notice and any evidence of the authority under which it is executed may:

49 1 1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting provided it is received at such place at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote, or

49 1 2 where an Address for the purpose of sending or receiving Documents or information by Electronic Means has been specified

- (a) in the notice calling the meeting, or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (c) in any invitation to appoint a proxy issued by the Company in relation to the meeting,

be sent by Electronic Means to that Address provided it is received at such Address at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

and a Proxy Notice which is not deposited, sent or received in a manner so permitted shall be invalid

49 2 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by such evidence in Writing of the authority of the person who executed it to execute it on the appointer's behalf as the Trustees may reasonably require

49 3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid

49 4 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given

- 49 5 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

50. Amendments to resolutions

- 50.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

50 1 1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and

50 1 2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution

- 50 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

50 2 1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

50 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

- 50 3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution

WRITTEN RESOLUTIONS

51 Written resolutions

- 51 1 Subject to this Article 51 a written resolution agreed by

51 1 1 Members representing a simple majority, or

51 1.2 (in the case of a special resolution) Members representing not less than 75%,

of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective

- 51 2 A copy of the proposed written resolution must be sent to every eligible Member together with a statement informing the Member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse

- 51 3 The required majority of eligible Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date
- 51 4 A Member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document
- 51 4 1 identifying the resolution to which it relates, and
- 51 4 2 indicating his, her or its agreement to the resolution
- 51 5 For the purposes of Article 51 4
- 51 5 1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it, and
- 51 5 2 a Document sent or supplied in Electronic Form is sufficiently authenticated if
- (a) the identity of the sender is confirmed in a manner specified by the Trustees, or
 - (b) where no such manner has been specified by the Trustees, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement
- 51 6 A resolution in Writing may comprise several copies to which one or more Members have signed their agreement
- 51 7 In relation to a resolution proposed as a written resolution of the Company the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution
- 51 8 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution
- 51 9 A Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution
- 51 10 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

52 Communications

52 1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied

52 1.1 In person,

52 1 2 by leaving it at the address of the Member,

52 1 3 in Hard Copy Form

52 1 4 in Electronic Form; or

52 1 5 by making it available on a website, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if

- (a) the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner and has not revoked that agreement, or
- (b) if the recipient is deemed to have so agreed in accordance with the Companies Acts and has not revoked that agreement, and
- (c) the Company has provided the recipient with a notification in Hard Copy Form or Electronic Form of the presence of the notice on the website. The notice must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting

52 2 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being

52 3 Any Document or information (including any notice) sent to a Member by the Company may be sent to the Member's postal address as shown in the Company's register of Members or (in the case of Documents or information sent by Electronic Means) to an Address specified for the purpose by the Member, provided that

52 3.1 a Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her, or an Address to which notices may be sent by Electronic Means, shall be entitled to have notices given to him or her at that Address, but otherwise no such Member shall be entitled to receive any notice from the Company, and

- 52 3 2 the Company is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid Address
- 52 4 Any Document to be sent or supplied by a Member to the Company under the Articles may only be sent or supplied
- 52 4 1 in the case of Documents in Hard Copy Form, by sending or delivering them to the Office or to such other address as may be specified by the Company, or
- 52 4 2 in the case of Documents in Electronic Form, by sending them by Electronic Means to an Address notified to the Members for that purpose
- 52 5 A Member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called
- 52 6 Where any Document or information is sent or supplied under the Articles, such Document or information shall be deemed to be delivered
- 52 6 1 where the Document or information is sent or supplied by post, 48 hours after the envelope containing it was posted (including any part of a Saturday, Sunday or Bank Holiday in England) In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted,
- 52 6 2 where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied In proving such service it shall be sufficient to prove that it was properly addressed
- 52 6 3 where the Document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when
- (a) the material is first made available on the website, or
- (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website
- 52 7 A Trustee may agree with the Company that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 52 8 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable

52 8 1 if the Document or information has been sent to a Member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members, but may in its discretion choose to do so, and

52 8 2 in all other cases, the Company will send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person

52 8 3 The date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies

53 Secretary

53 1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them

53 2 If there is no Secretary

53 2 1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company, and

53 2 2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

54 Irregularities

54 1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

55 Minutes

55 1 The Trustees must cause minutes to be made in books kept for the purpose

55 1 1 of all appointments of officers made by the Trustees,

55.1 2 of all resolutions of the Company and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and

55 1 3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Company, be sufficient evidence of the proceedings

56 Records and accounts

56 1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

56 1 1 annual reports,

56.1 2 annual returns, and

56 1 3 annual statements of account

56 2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member

57. Regulations

57 1 The Trustees may, from time to time, make, repeal or alter regulations as to the management of the Company and its affairs, the duties of any officers or employees of the Company, the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law

58 Disputes

58 1 If a dispute arises between members of the charity about the validity or propriety of anything done by the Members under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first attempt in good faith to settle the dispute by mediation before resorting to litigation

59 Exclusion of model articles

- 59 1 The relevant model articles for a company limited by guarantee are hereby expressly excluded