

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

and

ARTICLES OF ASSOCIATION

of

Marsden Community Trust Limited

Company Limited by Guarantee 09392970

Updated at Extra-ordinary General Meeting 21st July 2016

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION

of

Marsden Community Trust Limited

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	Signature of each subscriber
Diane Barkley	
Andrew Billington	
Mark Bradley Crowe	
Elisabeth Cunningham	
Felicity Alethea Fuller	
Adam Paul Gent	
Garry Edward Johnson	
Thomas Roger Lonsdale	
Mary June Rock	
Fiona Elizabeth Russell	
Graham Simpson	
Natalie Claire Stevenson	

Date: 10 December 2014

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES of ASSOCIATION of

Marsden Community Trust Limited

1. **Name of Charity and Meaning of Words**

1.1 The name of the charity is Marsden Community Trust Limited, called in this document "the Company".

1.2 In these Articles the followings words and expressions shall have the following meanings, as long as this meaning is consistent with the subject or context:-

"Act"	the Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
"Articles"	these Articles of Association;
"Board"	the Board of Directors of the Company, the members of which are the directors of the Company and are the charity Trustees;
"Chair"	the Chair of the Board of Directors or any person discharging the functions of the Chair;
"Charities Act"	the Charities Acts 1992, 1993 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
"Charity Commission"	the Charity Commission of England and Wales;
"Clear Days"	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
"Directors"	the Trustees of the Company;
"Month"	calendar month;
"Objects"	the Objects of the Company as defined in Article 3;
"Office"	the registered office of the Company;
"Regulations"	any rules, standing orders or regulations made in accordance with these Articles;
"Signed"	shall include faxes of signatures and other forms of authentication that are permitted by law;
"Taxable Trading"	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
"United Kingdom"	Great Britain and Northern Ireland; and
"in Writing"	written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail, or fax (to the extent legally permissible).

1.3 Words in the singular form include the plural and vice versa.

1.4 The words "person" or "people" include corporations and unincorporated associations, and the words "he", "his" and "him" shall include the female equivalent.

1.5 Apart from the words defined above, any words or expression defined in the Act will have the same

meanings in these Articles, provided they are consistent with the subject or context.

- 1.7 Headings are not part of the Articles.
- 1.8 These Articles exclude any model Articles created under the Companies Acts, including under section 19 of the Companies Act 2006.

2. **Registered Office**

The registered office of the Company will be in England and Wales.

3. **Objects of the Company**

The objects of the Company (the “Objects”) are for the public benefit:-

- 3.1 To advance heritage generally and/or preserve, for the benefit of the general public, the historical, architectural and constructional heritage existing in and around Marsden in buildings (including any structure or erection, and any part of a building as so defined) of particular beauty or historical, architectural or constructional interest;
- 3.2 To advance the arts, culture, education, health and well-being by (but not restricted to) the provision of facilities in which these activities can take place for the benefit of the public in Marsden and/or those who, by reason of their youth, age, infirmity or disability, financial hardship or social and economic circumstances, have need of such facilities.
- 3.3 To provide or assist in the provision of recreational facilities for the public at large.
- 3.4 To advance environmental protection and improvement in Marsden through the provision, maintenance and/or improvement of public open space and other public amenities and other environmental and regeneration projects (but subject to appropriate safeguards to ensure that the public benefits so arising clearly outweigh any private benefit thereby conferred on private landowners)
- 3.5 To further such other exclusively charitable purposes according to the law of England and Wales as the Directors in their absolute discretion from time to time determine.

4. **Powers of the Company**

The Company has the following powers which may be used only to promote the Objects:-

- 4.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company in exercise of this power but the Company must comply as appropriate with Sections 36 and 37 of the Charities Act 1993;
- 4.3 to borrow money and to charge the whole or any part of the property belonging to the Company as security for the repayment of money borrowed, grant given or any other obligation but the Company must comply as appropriate with Sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;
- 4.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- 4.5 to employ and pay any employees, officers, servants and professional or other advisers;
- 4.6 subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- 4.7 to give or receive guarantees or indemnities;
- 4.8 to promote or undertake study or research and disseminate the results of such research;
- 4.9 to produce, print and publish anything in any media;
- 4.10 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;

- 4.11 to promote and advertise the Company's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government, local authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
- 4.12 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- 4.13 to undertake any charitable trust;
- 4.14 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- 4.15 to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- 4.16 to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Company not required for the purpose of the Company in furtherance of the Company's Objects;
- 4.17 to establish, support, federate with or join or amalgamate with any companies, institutions, societies or associations;
- 4.18 to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- 4.19 to open and operate bank accounts and other banking facilities;
- 4.20 to accept any property upon or on any special companies, or for any institutions or purposes either specified or to be specified by some person other than the Directors;
- 4.21 to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- 4.22 to insure any risks arising from the Company's activities including (but not limited to) insuring its Directors on the following basis:-
 - (a) to purchase indemnity insurance out of the funds of the Company to indemnify any of the Directors against any personal liability in respect of:
 - (i) any breach of trust or breach of duty committed by them in their capacity as charity Trustees or Directors for the Company;
 - (ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Company or of any body corporate carrying on any activities on behalf of the Company; and
 - (iii) any liability to make contributions to the assets of the Company in accordance with section 214 of the Insolvency Act 1986.
 - (b) subject to clause 4.22(d) below, any insurance in the case of 4.22(a)(i) or 4.22(a)(ii) must be so framed as to exclude the provision of an indemnity for a person in respect of:
 - (i) any liability incurred by a Director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - (ii) any liability incurred by a Director in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; and

- (iii) any liability incurred by a Director to the Company that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Company or in the case of which he did not care whether it was in the best interests of the Company or not.
 - (c) subject to clause 4.22(d) below any insurance in the case of 4.22(a)(iii) shall not extend to any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation; and
 - (d) to purchase out of the funds of the Company any additional indemnity insurance cover for the benefit of the Directors that is permitted by law from time to time.
- 4.23 to pay all the expenses and costs of establishing the Company;
- 4.24 to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value); Provided always that:-
- (a) the Managers are properly authorised to carry on investment business;
 - (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Company;
 - (c) the Managers are under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them for the Company;
 - (d) the Company is entitled at any time to review, alter or terminate the delegation or the terms thereof; and
 - (e) the Company reviews the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;
- 4.25 to arrange for investments or other property of the Company to be held in the name of a nominee company (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required; and
- 4.26 to do anything else within the law which helps promote the Objects.

5. Use of income and property

The income and property of the Company shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Company or Directors, and no Director may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as permitted by law or by the Charity Commission or as permitted below under 'Allowed Payments' and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a member of the Company or a Director receiving any benefit as a beneficiary.

6. Allowed Payments

The Company may pay:-

- 6.1 reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Company who is not a Director for any services to the Company;
- 6.2 reasonable and proper remuneration of a Director for services actually rendered to the Company or a subsidiary of the Company (save for services rendered in his capacity as a Director), PROVIDED THAT:-
 - (a) the number of Directors so remunerated in any accounting period shall not exceed a minority of the Board of Directors;

- (b) that no resolution to approve such remuneration to a Director shall be effective unless it is passed at a meeting of the Board of Directors;
- (c) such Director shall not vote on any resolutions relating to his engagement by the Company or a subsidiary (as defined in the Act) of the Company; and
- (d) the remuneration or maximum remuneration payable to the Director shall be set out either in the resolution approving such remuneration or in a written agreement between the Director and the Company;

For the purposes of these clauses 6.1.1 and 6.1.2 “services” includes goods that are supplied in connection with the provision of services.

- 6.3 reasonable interest on the money lent by any Director;
- 6.4 reasonable out-of-pocket expenses to any Director;
- 6.5 reasonable and proper payment to a company of which a member of the Company or a Director holds not more than a hundredth of the capital;
- 6.6 reasonable and proper rent of premises demised or let by any Director;
- 6.7 to the extent permitted by law, reasonable and proper premiums in respect of any indemnity insurance policy taken out pursuant to 4.1.24 above;
- 6.8 any payment to a Director under the indemnity provisions in the Articles of Association; and
- 6.9 in exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no Director shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that Director other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Directors.

For the purposes of this Article 6 Director shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his partner.

A payment to a Director includes the payment to or the engagement of or remuneration of any firm or company in which the Director is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1 per cent. of the issued capital.

7. **Alterations to these Articles**

- 7.1 No alterations to these Articles may be made which would cause the Company to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a general meeting or by a written special resolution. A special resolution will be validly passed at a general meeting if the Company gives the members at least 14 Clear Days’ notice of the intention to pass a special resolution at the meeting and at least 75 per cent. of those voting at the meeting vote in favour of the resolution. Such a special resolution may be passed on shorter notice if 90 per cent. of the total number of members having the right to vote agree to such short notice.
- 7.2 Alterations may only be made to:
 - 7.2.1 the Objects; or
 - 7.2.2 to any clause in these Articles which directs the application of property on dissolution; or
 - 7.2.3 to any clause in these Articles which gives Directors any benefit, with the Charity Commission's prior written consent where this is required by law.
- 7.3 The Company shall inform the Charity Commission and Companies House of any alterations to the Memorandum and Articles and all future copies of the Memorandum and Articles issued must contain the alterations.
- 7.4 Alterations may also require the consent of other bodies.

8. **Limited Liability**

The liability of the members is limited.

9. **Guarantee by Members of the Company**

Each member of the Company undertakes that, if the Company is wound up while he is a member, or within one year after he ceases to be a member, he will contribute a sum not exceeding £1 to the assets of the Company for:-

- 9.1 payment of the debts and liabilities of the Company contracted before he ceases to be a member;
- 9.2 payment of the costs, charges and expenses of winding up; and
- 9.3 adjustment of the rights of the contributories among themselves.

10. **Indemnity of Directors**

10.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Director or other officer may otherwise be entitled the Company may indemnify every Director or other officer out of the assets of the Company against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or other officer save that no Director may be entitled to be indemnified:

- 10.1.1 for any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes);
- 10.1.2 for any fine imposed in criminal proceedings;
- 10.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- 10.1.4 for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;
- 10.1.5 for any liability which he has incurred in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and
- 10.1.6 for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.

10.2 To the extent permitted by law from time to time, the Company may provide funds to every Director or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Director or officer, provided that he will be obliged to repay such amounts no later than:

- 10.2.1 if he is convicted in proceedings, the date when the conviction becomes final; or
- 10.2.2 if judgment is given against him in proceedings, the date when the judgment becomes final; or
- 10.2.3 if the court refuses to grant him relief on any application under the Act, the date when refusal becomes final.

11. **Conflicts of Interest**

11.1 To the extent required by law every Director shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction.

11.2 Where the duty of a Director to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Company including a wish or duty to exploit any property, information or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed:

- 11.2.1 the matter in relation to which that duty exists has been proposed to the Directors at a meeting

of the Directors and has been authorised by them; and

- 11.2.2 any requirement as to the quorum of such meeting is met without counting the Director in question, or any other interested Director, subject to Articles 11.3 and 11.4; and
- 11.2.3 the matter was agreed to without any such Director voting, or would have been agreed to if the vote of any such Director had not been counted, subject to Articles 11.3 and 11.4.
- 11.3 In such a conflict of interest situation (including any authorisation of non- disclosure of information), where there are insufficient unconflicted Directors present at the meeting to constitute a quorum, the unconflicted Directors present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 11.2 and the manner of dealing with the conflict, provided that:
 - 11.3.1 they may only give such authorisation where they are satisfied that the conflicted Director or Directors will not receive any direct or indirect benefit other than one permitted by these Articles; and
 - 11.3.2 the total number of Directors at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board.
- 11.4 In the event that all of the Directors present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Directors present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 11.3.1 and 11.3.2 above.
- 11.5 The duty to deal with conflicts referred to in Article 11.2 applies in the case of the exploitation of property, information or opportunity even if the Company is not taking, or could not take, advantage of the opportunity.
- 11.6 The Directors shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest.
- 11.7 The Board may by resolution passed in the manner set out in this Article, authorise a Director not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Director.

12. **Rights of Inspection**

A copy of the Memorandum and Articles and any Regulations must be available for inspection by the members of the Company at the Office or at a single alternative inspection location if applicable. Any member who requests a copy of the Memorandum and Articles of Association must be sent a copy.

13. **Register of Members**

- 13.1 The Company must keep at the Office a register of members showing their name, postal address and dates of becoming a member and ceasing to be a member.
- 13.2 Subject to any restrictions permitted by the Act, the register is available for inspection by the members of the Company without charge and any other person on payment of a fee prescribed by the Company, subject to any maximum fee imposed by law. Subject to the Act, where a person seeks to inspect the register, the Company must within five working days either comply with the request or apply to the Court for permission not to comply with the request.
- 13.3 The Board may establish classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as the Board thinks fit, and may admit and remove such associate members in accordance with Regulations made by the Board, provided that an associate member shall not be a member of the Company for the purposes of the Articles or the Act.
- 13.4 All members must pay the subscriptions (if any) that the Board decides from time to time. The Board may fix differing rates for subscriptions for different members or categories of members.

14. **Membership**

- 14.1 The number of members of the Company is unlimited. They remain members until they cease to be members in accordance with these Articles.

- 14.2 The subscribers to the Memorandum and such other persons who are admitted to membership in accordance with these Articles shall be the members of the Company.
- 14.3 Membership is open to:-
- 14.3.1 Any individuals of the normally resident or business community of Marsden, aged 16 or over, whom the Board decides to admit to membership; and
- 14.3.2 Any organisations whether incorporated or unincorporated which the Board decides to admit to membership.
- The Directors may determine criteria for membership but are not obliged to admit any person satisfying such criteria as members and may decline in their absolute discretion any person's application and need not give reasons for such decision.
- 14.4 All Directors must first have become members of the Company and their names shall be entered into the Company's register of members.
- 14.5 A member which is an organisation must, if asked, give a copy of its constitution to the Company.
- 14.6 Each member which is an organisation has the right to appoint one representative. At any time by giving notice in Writing to the Company, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Company's request. The representative has the right to attend, vote and speak at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.
- 14.7 Members which are organisations stop being members in the same way as individual members stop being members.
- 14.8 The Board may delegate the power to admit members.
15. **No transfer of Membership**
- None of the rights of any member of the Company may be transferred or transmitted to any other person.
16. **Ending of Membership**
- A member stops being a member of the Company if:
- 16.1 the member resigns from membership by giving notice in Writing to the Company; or
- 16.2 membership is ended under Article 17; or
- 16.3 the member's subscription (if any) remains unpaid six months after it is due and the Board resolves to end that member's membership; or
- 16.4 the member fails to respond in Writing within 60 days of being sent a notice in Writing requesting confirmation that they wish to remain a member and the Board resolves to end membership. The notice must contain a warning that membership may be ended;
- 16.6 the member dies or, in the case of a member organisation, if the organisation ceases to function or is wound up.
17. **Removal from Membership**
- 17.1 The Board may terminate membership by giving the member notice in Writing.
- 17.2 No later than 28 days after receiving that notice the member can appeal in Writing to the Company against the termination. If an appeal is received within the time limit, the termination must be considered by the Board or a committee appointed by the Board. The member has the right to be heard at the meeting or may make written representations. The meeting shall either confirm the termination or reinstate the member.
18. **Annual General Meetings**
- 18.1 Subject to Article 18.2, the Company shall hold an annual general meeting in addition to any other general meeting in every calendar year. The annual general meeting must be specified as such in the

notices calling it.

18.2 The first annual general meeting must be held within 18 months of the incorporation of the Company.

18.3 Not more than 15 months may pass between one annual general meeting and the next.

19. **Other General Meetings**

All general meetings except annual general meetings are called general meetings.

20. **Calling of Other General Meetings**

The Board may call a general meeting whenever they wish. Such a meeting must also be called if not less than five per cent. of the members of the Company request it in accordance with the Act.

21. **Notice of General Meetings**

21.1 An annual general meeting or a general meeting must be called by giving at least 14 Clear Days' notice in Writing (for the purposes of this Article "in Writing" includes notice given by website in accordance with Article 59.4). These notices must specify the place, date, time and the general nature of any business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the members of their right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles. A meeting may be held on shorter notice if it is agreed by not less than 90 per cent. of the members entitled to attend and vote at it.

21.2 At an annual general meeting the business usually conducted will be the election of Directors in place of those retiring, the election of Directors appointed to fill a vacancy since the last annual general meeting, and where necessary the appointment of auditors and the fixing of the remuneration of the auditors.

21.3 Where the Company's auditors are deemed reappointed in accordance with the Act, the Directors shall fix the auditors' remuneration.

22. **Quorum**

Business may be transacted at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is ten percent (10%) of the total number of members, or ten (10) persons, whichever is the fewer. A person present in person, and any person present who is appointed as proxy of a member in relation to the meeting, may count towards the quorum. No person may count more than once towards the quorum.

23. **Adjournment if no Quorum**

23.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide. Articles 25.2 and 25.3 shall apply to such an adjourned meeting.

23.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

24. **Chair**

The Chair (if any) of the Board should normally preside as chair at every general meeting of the Company. If there is no Chair, or if he is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board shall select the chair of the meeting and in default the members at the meeting shall select a chair.

25. **Adjournment of the Meeting**

25.1 The chair of the meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.

25.2 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

25.3 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

26. **Voting on Resolutions**

26.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands by members unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the chair of the meeting or a member who is present save that no poll may be demanded on the election of a chair of a meeting or on any question of adjournment. Members may vote by proxy.

26.2 Members may appoint a proxy who need not be a member of the Company. The proxy may be appointed by the member to exercise all or any of the member's rights to attend, speak vote and demand a poll at a meeting of the Company.

27. **Proxies**

27.1 A person holding a proxy may vote on any resolution.

27.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Directors may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or such other place or person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).

27.3 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).

27.4 A proxy in the following form will be acceptable:

“I

of

a member of Marsden Community Trust Limited

hereby appoint the Chair of the Company or if he is not present the chair of the Meeting*

.....

as my proxy to vote for me on my behalf at the [annual] general meeting of the Company to be held on the day of and any adjournment thereof.

Signed on the day of .”

*If you do not wish to appoint the Chair or the chair of the meeting, please delete the reference to the Chair/chair of the meeting and insert the name and address of your appointee in the space that follows.

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

28. **Declaration of chair is final**

28.1 Unless a poll is demanded, the chair of the meeting's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

28.2 The demand for a poll may be withdrawn.

29. **When a poll is taken**

- 29.1 Polls will be taken whenever the chair of the meeting says so. Business which is not the subject of a poll may be dealt with before or during the poll.
- 29.2 The chair of the meeting will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

30. **Voting and Speaking**

- 30.1 Every member including the chair of the meeting has one vote at general meetings. The chair of the meeting does not have a casting vote at general meetings.
- 30.2 The auditor or reporting accountant has the right to attend and speak at general meetings.

31. **Written Agreement to Resolution**

- 31.1 Except in the case of a resolution to remove a Director or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:
- 31.1.1 it must be in Writing;
- 31.1.2 in the case of a special resolution it must be stated on the resolution that it is a special resolution, and it must be Signed by at least 75 per cent. of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- 31.1.3 in the case of an ordinary resolution it must be Signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- 31.1.4 it may consist of two or more documents in identical form Signed by members; and
- 31.1.5 the passing of the resolution must comply with any other requirements of the law from time to time.
- 31.2 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 31.3 A written resolution passed in accordance with this Article 31 has effect as if passed by the Company in general meeting.

32. **Management by the Board**

The business of the Company is managed by the Board. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company.

33. **Payment of reasonable expenses to Directors**

The Directors may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration except as permitted by law or by these Articles.

34. **The Keeping of Minutes**

The Board must have minutes entered in the minute books:-

- 34.1 of all appointments of officers by the Board;
- 34.2 of the names of the Directors present at each of its meetings and of any committee of the Board; and
- 34.3 of all resolutions and proceedings at all meetings of:
- (a) The members;
 - (b) The Board; and
 - (c) Committees of the Board.

35. **The Make-up of the Board**

35.1 The first Board consists of those people named in Form IN01 filed under Section 9 of the Companies Act 2006 and sent to the Registrar of Companies, and those people subsequently appointed by them at any time prior to the first Annual General Meeting. They hold office until the first annual general meeting at which they may be elected. After that, the Board consists of no more than twelve persons, of whom:-

35.1.1 not fewer than five (5) and no more than twelve (12) persons elected by members of the Company; and

35.1.2 not more than three (3) individuals co-opted at any time by the Board in accordance with Article 39.2 (which individuals shall not, for the avoidance of doubt, count in calculating the maximum number as Director); and

35.2 No person under the age of 16 may be appointed as a Director.

35.3 Where there are no more candidates than vacant posts the candidates shall be declared elected at the annual general meeting without the necessity of a ballot.

36. **Retirement of members of the Board**

36.1 At the third annual general meeting after his last election or appointment a Director (other than any co-opted Director), shall retire. He shall be eligible for re-election or re-appointment provided that no Director may continue to serve after six years in office without a period of at least a year out of office unless on the recommendation of the Board the Director is elected for one further consecutive term of a maximum of three years. No Director may serve for more than nine consecutive years in total.

For the purposes of this Article a “year” shall mean a complete period of service between two annual general meetings.

36.2 At the second and third annual general meetings of the company one-third of the Directors (other than any co-opted Directors) shall retire. In the absence of agreement those to retire shall be selected by lot but shall be entitled to stand for re-election or be re-appointed.

37. **Change in composition of the Board**

The make-up and number of the Board may be varied by amendment to these Articles but at no time may the number of the Board be reduced to below three.

38. **Notification of change of members of the Board to the Registrar of Companies**

All appointments, retirements or removals of Directors and the Company Secretary (if appointed) must be notified to the Registrar of Companies.

39. **Filling vacancies in the Board and Co-option**

39.1 The Board can appoint anyone as a Director to fill a vacancy in the membership of the Board. Any Director so appointed will hold office until the next annual general meeting where they may be elected by the members. For the purposes of this Article the Board shall decide how many vacancies there are, subject to the maximum and minimum numbers given in Article 35.1.1.

39.2 The Board may also co-opt up to **three** additional persons onto the Board at any time in excess of the maximum number of Directors set out in Article 35.1.1 who shall hold office until the next annual general meeting unless they cease to be a Director prior to that by virtue of Article 40 or 41. A co-opted Director may be removed by the Board at any time and may not be co-opted more than **nine consecutive** times. In the event that a co-opted Director goes on to be elected by the members, for the purposes of the maximum terms of office referred to in Article 36 his initial appointment shall be the date on which he was first co-opted.

39.3 Such appointees or co-optees may vote at meetings of the Board.

40. **Ending of Board Membership**

A Director ceases to hold office if he:-

- 40.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 40.2 becomes barred from membership of the Board because of any order made under the Act, the Company Directors Disqualification Act 1986 (or any regulations made under it) or the Charities Act 1993; or
- 40.3 is considered by the Board to have become incapable whether mentally or physically of managing his own affairs and a majority of the other Directors resolve that he must cease to hold office; or
- 40.4 resigns the office by notice in writing to the Company but only if at least three Directors will remain in office when the resignation takes effect; or
- 40.5 is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign after consideration of any extenuating circumstances; or
- 40.6 breaches his duties under the Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75 per cent. of the other Directors present and voting at a meeting and that prior to such a meeting the Director in question has been given written notice of the intention to propose such a resolution at the meeting; or
- 40.7 is removed from office under Article 41; or
- 40.8 is a co-opted Director and is removed by the Board; or
- 40.9 is removed from office by a resolution of at least 75 percent. of the other Directors present and voting at a Board meeting at which at least half of the serving Directors are present provided that prior to such a meeting the Director in question has been given written notice of the intention to propose such a resolution at the meeting.

41. **Removal of a Director by a General Meeting**

5% of the members may require the Board to call a general meeting by following the procedure set out in the Act. They may propose a resolution to remove a Director before the end of his period of office at that meeting, in accordance with the procedure set out in the Act.

42. **Meetings of the Board**

- 42.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.
- 42.2 Questions arising at any meeting must be decided by a majority of votes. Every Director has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.
- 42.3 The Company, if requested by the Chair or any three Directors, must summon a meeting of the Board.
- 42.4 Notice of a Board Meeting need not be given to any Director who is out of the United Kingdom.
- 42.5 Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

43. **Officers of the Board**

The Board may elect or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Directors.

44. **Quorum for the Board**

The quorum necessary for business to be done at a Board meeting is a third of the Directors subject to a minimum of three and where one third does not produce a whole number the quorum shall be the next lower whole number of three or greater. A Director shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote. This is subject to Article 11.

45. **Vacancies on the Board**

The Board may act despite any vacancy on the Board, but if the number of Directors falls below the quorum, it may act only to summon a general meeting of the Company or to appoint further Directors.

46. **A Resolution may be Approved by Signature Without a Meeting**

A resolution in Writing Signed or confirmed by written electronic communication by a majority of the Directors or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form Signed by one or more members of the Board or committee.

47. **Validity of Acts Done at Meetings**

If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Director or that he was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

48. **Delegation by the Board**

48.1 The Board may delegate the administration of any of its powers to individual Directors or committees of Directors and must define the terms and membership of any such delegation, and any such Director or committee, who must conform to those rules that the Board imposes on it.

48.2 The Board may co-opt any person or people who are not Directors to serve on the committee, but any such committee must have at least one Director on it at all times.

48.3 All acts and proceedings of the committee or Directors must be reported to the Board as soon as possible.

49. **Chair of Committees**

49.1 A committee may elect a chair of its meetings if the Board does not nominate one.

49.2 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

50. **Meetings of Committees**

50.1 A committee may meet and adjourn whenever it chooses.

50.2 Questions at the meeting must be decided by a majority of votes of the members present. In the case of an equality of votes, the chair of the committee meeting shall have a casting vote.

50.3 A committee must have minutes entered in minute books.

50.4 If it is discovered that there was some defect in the procedure at a meeting of a committee, or in the appointment of a committee member, or that he was disqualified, anything done before such discovery at any meeting of the committee is as valid as if there were no defect or disqualification.

51. **Appointment and Removal of the Company Secretary**

The Board may but, subject to the Act, need not appoint a Company Secretary and may decide his period of office, pay and any conditions of service, and may remove him from office.

52. **Honorary Officer**

The Board may appoint or remove any **person** for such terms as they think fit as the President, Vice President or Patron of the Company. Such posts are honorary only and carry no vote or other rights.

53. **Actions of Directors and Company Secretary**

The Act says that some actions must or may be taken both by a Director and by the Company Secretary. If one person is both a Director and Company Secretary, that one person may not act in the capacity of both Director and Company Secretary for any business that requires the action of both a Director and the Company Secretary.

54. **Proper Accounts must be Kept**

Accounts shall be prepared in accordance with the Act and the Charities Act.

55. **Books must be Kept at the Office**

The accounts must be kept at the Office or at other places decided by the Board. The accounts must always be open to inspection by Directors.

56. **Inspection of Books**

The Directors must decide whether, how far, when, where and under what rules the accounts may be inspected by members who are not Directors. A member who is not a Director may only inspect the accounts or a document of the Company if the right is given by law or authorised by the Directors or a general meeting.

57. **Accounts and Returns**

57.1 The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings.

57.2 Copies need not be sent to a person for whom the Company does not have a current address (as defined in Companies Act 2006).

57.3 The deadline for sending out the accounts and reports (or summary financial statements) is as follows:

57.3.1 the deadline for filing the Company's accounts and reports with Companies House, as prescribed by the Companies Act 2006; or

57.3.2 if earlier, the date on which the Company actually files the accounts and reports (or summary financial statements) with Companies House.

57.4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House and with the Charity Commission within any deadlines specified by law or by the Charity Commission.

57.5 The Board must file with Companies House and the Charity Commission all annual returns and other documents that are required to be filed, within any deadlines specified by law or by the Charity Commission.

58. **Appointment of Reporting Accountants or Auditors**

The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

59. **Service of Notices**

59.1 The Company may give notices, accounts or other documents to any member either:

59.1.1 personally; or

59.1.2 by delivering them or sending them by ordinary post to the member's registered address; or

59.1.3 if the member has provided the Company with a fax number, by sending them by fax to that member. This is subject to the member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or

59.1.4 if the member has provided the Company with an e-mail address, by sending them by e-mail to that address. This is subject to the member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or

59.1.5 in accordance with the provisions for communication by website set out below.

If the member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which he has given the Company for that purpose or in accordance with Article 59.1.1, 59.1.3, 59.1.4 or 59.1.5 above. However, a member without a registered postal address in the United Kingdom who has not provided a postal address in the United Kingdom for that purpose shall not be entitled to receive any notice, accounts or other documents served by the Company, irrespective of whether they have consented to receiving notices by email or fax.

If a notice, accounts or other documents are sent by post, they will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing them. If sent by fax or email they will be treated as properly sent if the Company receives no indication that they have not

been received.

- 59.2 If sent by post in accordance with this Article, the notice, accounts or other documents will be treated as having been received 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice, accounts or other documents will be treated as having been received 24 hours after having been properly sent.
- 59.3 The Company may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Company that it is not.
- 59.4 Where a member has informed the Company in Writing of his consent, or has given deemed consent in accordance with the Act, to receive notices, accounts or other documents from the Company by means of a website, such information will be validly given if the Company sends that member a notification informing him that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

60. **Accidental Omission of Notice**

Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

61. **Who is Entitled to Notice of General Meetings**

61.1 Notice of every general meeting must be given to:-

61.1.1 every member (except those members who lack a registered address within the United Kingdom and have not given the Company a postal address for notices within the United Kingdom);

61.1.2 the reporting accountants or auditor of the Company;

61.1.3 all Directors;

61.1.4 any President or other Honorary position

61.2 No one else is entitled to receive notice of general meetings.

62. **Regulations**

The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

63. **Winding-up of the Company**

63.1 A general meeting may decide at any time to dissolve the Company. If the Company is wound up or dissolved, and there remains any property after all debts and liabilities have been met subject to any covenants or restrictions in the deeds of the property, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are the same as or similar to those of the Company.

63.2 The institution or institutions will be chosen by the Directors of the Company at or before the time when the Company is wound-up or dissolved.