

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

MADELEY RURAL COMMUNITY CHARITY

1. The Company's name is Madeley Rural Community Charity.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects [Objects] are to operate a community centre and to promote the use of such property for the benefit of inhabitants of the Parishes of Madeley, Betley, Balterley and Wrinehill; Keele and Whitmore [the area of benefit] without the distinction of sex, sexual orientation, age, disability, nationality, race or political, religious or other opinions, and in particular the use for meeting lectures and classes and other forms of recreation and leisure time occupation, in the interests of social welfare and with the object of improving the condition of life for the said inhabitants.
4. The Company has the following powers, which may be exercised only in promoting the Objects:
 - (a) to act as trustees or managers of any property, endowment, legacy, bequest or gift for charitable purposes only;
 - (b) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary to the said objects;
 - (c) to collect and disseminate information on all matters relating to the said objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or elsewhere;
 - (d) to research and accept commissions for research into any matters within the said objects and to publish the results thereof;
 - (e) to write, print or publish, in whatever form, papers, books, periodicals, pamphlets or other documents, including films and recorded material, and to issue or circulate the same for payment or otherwise;
 - (f) to arrange and provide for, either alone or with others the holding of exhibitions, meetings, lectures, classes or training courses.
 - (g) to provide education and training, development and support programmes, either directly or in consultation with others;
 - (h) to establish subsidiary companies to assist or act as agents of the company
 - (i) to cooperate with other charities, voluntary bodies and statutory authorities operating in the furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - (j) to receive money on deposit, loan or overdraft in such a manner as the company may think fit, SUBJECT TO such consents or on such conditions as may be required by law;

- (k) to insure or arrange insurance cover and to indemnify its employees and voluntary workers from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;
- (l) subject to Clause 5 below, to employ such staff who shall not be directors of the Company [hereinafter shall be referred to as 'the Trustees'] as are necessary for the proper pursuit of the said objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (m) to provide indemnity insurance to cover liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty, or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not; and provided also, that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the company;
- (n) to enter into contracts to provide services to or on behalf of other bodies, and to enter into such management arrangements with third parties as may be expedient;
- (o) to purchase, take over or otherwise assume responsibility for, or to enter into any agreement or arrangement with, any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority any rights, concessions, privileges, licences and permits, and to promote any legislation, as may be considered expedient;
- (p) to purchase any interest in, take on lease or on hire or otherwise acquire for such a consideration and on such terms as may be expedient, such real property, as may be necessary for the purposes of the said objects;
- (q) to develop, sell, grant leases or licences, hire out, dispose of or turn to account all or any of its property or assets [[but only in accordance with the restrictions imposed by the Charities Act 1993];
- (r) to invest the moneys of the Company not immediately required for furtherance of its objects in or upon such investments, securities or property as may be thought fit' subject nevertheless to such conditions [if any] and such consents [if any] as may for the time being imposed or required by law;
- (s) to borrow money and give security for loans [but only in accordance with the Charities Act 1993];
- (t) to delegate the management of investments to a financial expert, but only on terms that:
 - (i) the investment policy is set down in writing for the financial expert by the Committee
 - (ii) every transaction is reported to the Committee
 - (iii) the performance of the investments is reviewed regularly with the Committee
 - (iv) the Committee is entitled to cancel the delegation arrangement at any time
 - (v) the investment policy and delegation arrangements are reviewed at least once a year

- (vi) all payments due to the financial expert are on a scale, or at a level which is agreed in advance and are notified promptly to the Committee on receipt
- (vii) the financial expert must not do anything outside the powers of the Committee

- (u) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- (v) to raise funds and to invite and receive contributions PROVIDED THAT in raising funds the Company shall not undertake any trading activities which are liable to tax, other than any provided for above for the purposes of the objects and shall conform to any relevant statutory regulations;
- (w) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.
- (x) to do all such other lawful things as are necessary for the achievement of the Objects.

5 (a) The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no trustee appointed to any office of the Company shall be paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company PROVIDED THAT nothing in this document shall prevent any payment in good faith by the Company:

- (i) of remuneration to any trustee which satisfies the conditions specified by section 73A of the Charities Act 1993;
- (ii) the usual professional charges for the business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by a partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner is under discussion;
- (iii) the reasonable and proper remuneration for any services rendered to the Company by any member, officer or employee of the Company who is not a Trustee;
- (iv) of interest on money lent by a member of the Company or trustee at a reasonable and proper rate per annum, not exceeding 2% more than the published base lending rate of a clearing bank to be selected by Trustees;
- (v) of fees, remuneration or other benefit in money or money's worth to any company, of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (vi) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- (vii) to any Trustee of reasonable out of pocket expenses;

- (viii) of any premium in respect of any indemnity insurance to cover the liability of Trustees of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew would be a breach of trust or a breach of duty or was committed by Trustees in a reckless disregard to whether it it was a breach of trust or a breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Company.

This clause may not be amended without prior written consent of the Charity Commission.

(b) Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Management Committee or a sub-committee the Trustee concerned must:

- (i) declare an interest at or before discussion begins on the matter
- (ii) withdraw from the meeting for that item unless expressly invited to remain in order to provide information
- (iii) not be counted in the quorum for that part of the meeting
- (iv) withdraw during the vote and have no vote on the matter

6. The liability of members is limited.

7. Every member of the Company undertakes to contribute such amounts as may be required [not exceeding £1.00] to the assets of the Company if it should be wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the Company's debts or liabilities contracted before he/she ceases to be a member and for the costs, charges and expenses of winding up, and for the adjustment of the rights of contributories among themselves.

8. If, upon the winding up of or dissolution of the Company, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

9. Words and expressions defined in the Articles of Association have the same meanings in this Memorandum. Reference to an Act of Parliament are references to the Act as amended or re-enacted from time to time and any subordinate legislation made under it.

I/We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum

Names and addresses of subscribers:

Anthony George Cottam
Old Bar Hill Cottage
88 Bar Hill
Madeley
Crewe
Cheshire CW3 9QE

Anthony Polwart
7 Beech Croft
Madeley
Crewe
Cheshire CW3 9HB

Date: May 26th 2009

Witness to the signatures
Lesley Walter
Poppy Cottage
Wharf Terrace
Madeley Heath
Crewe
Cheshire CW3 9LW

**ARTICLES OF ASSOCIATION OF
MADELEY RURAL COMMUNITY CHARITY**

1. INTERPRETATION

1.1: In these Articles:

‘Act’ means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

‘Affiliated member’ means a member described in Article 2.3.2;

‘Affiliated member representative’ means a representative appointed by an Affiliated member in accordance with Article 4;

‘area of benefit’ means the Parishes of Madeley, Betley, Balterley, and Wrinehill; Keele; and Whitmore;

‘Articles’ means these Articles of Association;

‘Chair’ means the chair of the Management Committee and ‘chair’ means the person who chairs any meeting;

‘Company’ means the company governed by these articles;

‘Charity Commission’ means the Charity Commission of England and Wales;

‘clear days’ in relation to the period of a notice excluding the day notice is given or deemed to be given and the day for which it is given and on which it takes effect;

‘connected persons’ means and includes, in relation to a member of the Management Committee:

- that person’s spouse or long term partner
- that person’s relatives, namely their children, parents, grandchildren and grandparents, brothers, sisters and their spouses
- persons related by marriage

‘director’ means a Trustee being a director of the Company;

‘electronic communication’ means the same as in the Electronic Communications Act 2000;

‘executed’ includes any mode of execution;

‘First Trustees’ means those persons named in the statement delivered to the Registrar of Companies pursuant to Section 10 [2] of the act;

‘Individual member’ means a member described in Article 2.3.1;

‘Management Committee’ means the body of Trustees being the management committee of the Company’;

'Office' means the registered office of the Company;

'Memorandum' means the Memorandum of Association of the Company;

'Parish Council' means Madeley Parish Council;

'Parish Council Representative' means a representative appointed by the Parish Council in accordance with Article 4;

'permanent endowment' means property of the Company [land, buildings, investments or cash] which it may not spend as if it were income without the prior approval of the Charity Commission; and 'expendable endowment' means capital of the Company which may be so spent;

'permanent trading' means carrying on a trade or business, which is liable to tax, on a continual basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects;

'Secretary' means the secretary of the Company, or any other persons appointed to perform the duties of the secretary of the Company, including joint, assistant or deputy secretary;

'Standing Orders' means the standing orders made by the Management Committee under Article 18;

'Trustee' means a member of the Management Committee who is at all times a charity trustee for the purposes of the Charities Act 1993 and a director of the Company for the purposes of company law; and 'Trustees' means all members of the Management Committee;

'United Kingdom' means Great Britain and Northern Ireland;

- 1.1 Words importing the singular only shall include the plural and words importing natural persons shall include also corporations;
- 1.2 Subject as aforesaid, words or expressions contained in the Articles shall, unless the context requires otherwise, bear the same meaning as in the Act;
- 1.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it;

2. Membership

2.1. The number of members of the Company with which the Company proposes to be registered is unlimited.

2.2. The Company must maintain a register of members.

2.3. The subscribers to the Memorandum and the Articles and such other persons or organisations as are admitted to membership in accordance with Standing Orders shall be members of the Company. No person shall be admitted as a member of the Company unless his or her application for membership is approved by the Management Committee. Membership shall be open,

irrespective of sex, sexual orientation, age, disability, race, nationality, or political, religious or other opinions to:

2.3.1. individuals aged eighteen years and over who live in the area of benefit, who shall be known as Individual members;

2.3.2. associations and organisations, whether corporate or unincorporated, [and including branches of national or international organisations], which operate solely or in part within the area of benefit, are voluntary or non-profit-distributing and which regularly use the village hall and wish to support the Objects, which shall be known as Affiliated Members; and

2.3.3. the Parish Council

2.4 The respective rights of the above types of membership are set out in Articles 4,9 and 10.

2.5 Unless the Management Committee shall make any other provision under Article 18, it may in its absolute discretion permit any member of the Company to retire, PROVIDED THAT after such retirement the number of members is not less than three.

2.6 Membership of the Company is not transferable.

3. SUBSCRIPTIONS

All members shall pay such subscriptions as the Management Committee may from time to time determine.

4. APPOINTMENT OF REPRESENTATIVES AND VOTING RIGHTS

Each Affiliated member and the Parish Council shall have the right to appoint and remove one individual being a member or employee thereof to represent it and vote on its behalf at General Meetings of the Company. Each Affiliated member and the Parish Council may also appoint and remove an alternate being a member or employee thereof to replace its appointed representative at such meetings, if the appointed representative is unable to attend. Each appointment shall take effect upon notification thereof, being received by the secretary. In the event of such an individual resigning or leaving any Affiliated member or the Parish Council, he or she shall forthwith cease to be a representative or alternate representative [as the case may be] thereof. Any such representative may resign such a position, by giving written notice to the secretary.

5. RESIGNATION AND TERMINATION OF MEMBERSHIP

Membership is terminated if the member concerned:

5.1 gives written notice of the resignation to the Secretary

5.2 dies or [in the case of an organisation] ceases to exist

- 5.3 is 6 months in arrears in paying the relevant subscription [if any]; [in such a case the member may be reinstated on payment of the amount due] or
- 5.4 is removed from membership by resolution of the Management Committee on the ground that in its reasonable opinion the member's continued membership is not in the best interest of the Company PROVIDED THAT the member or its authorised representative [as the case maybe] shall have the right to be heard by the Management Committee before a final decision is made. There shall be right of appeal to an independent person appointed by mutual agreement, who shall be considered to be acting as an arbitrator and accordingly any provisions of law or statute relating to arbitration shall not apply.

6. GENERAL MEETINGS

6.1 Annual General Meetings:

6.1.1 The company shall hold an Annual General Meeting once in each financial year at such a time and place as the Management Committee shall determine. The first Annual General Meeting must be held within 18 months after the incorporation of the Company and subsequent Annual General meetings must be held not more than fifteen months after the holding of the preceding Annual General Meeting.

6.1.2. The business of each Annual General Meeting shall be:

[a] to receive the Annual Report of the Management Committee, which shall incorporate the accounts of the Company referred to below, and give an account of the work of the Company and its activities in the preceding year;

[b] to receive the accounts of the Company for the preceding financial year.

[c] to note the names of the persons appointed and elected to serve as Trustees on the Management Committee under Article 10;

[d] to appoint one or more qualified auditors or independent examiners for the coming year to audit or examine the accounts of the Company in accordance with the Charities Act 1993;

[e] to consider any other business of which due notice has been given.

6.1.3 All general meetings other than annual general meetings shall be called extraordinary general meetings.

6.2 Extraordinary General Meetings

The Management Committee may call general meetings and, on the requisition of members pursuant to the provision of the Act; [Members together representing not less than one tenth of the total voting rights of all members having a right to vote at a general meeting of the Company];

shall convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom; sufficient Trustees to call a general meeting, any Trustee or any twenty members of the Company may call a general meeting.

7. NOTICE OF GENERAL MEETINGS

7.1: All General Meetings shall be called by at least 14 clear days' notice and [if possible] at least 14 clear days' notice shall be posted in a conspicuous place or places in the area of benefit and/or advertised in a newspaper circulating in the area of benefit. Members have no right to receive individual notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to such persons as are, under the Articles, entitled to receive such notices from the Company.

7.2: The accidental omission to give notice of a meeting, or the non-receipt of notice, by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

8. PROCEEDINGS AT GENERAL MEETINGS

8.1: There is a quorum at a general meeting if the number of members present in person or by their authorised representatives is one-third of the membership. If a quorum is not present within half an hour from the time appointed for the meeting, or if a quorum ceases to be present, the meeting shall stand adjourned and be reconvened 14 days later at the same time and place or to such a time and place as the Management Committee may determine, and those members with power to vote present at that meeting shall be deemed to form a quorum.

8.2: The Chair or, failing him or her, any other Trustee chosen by the Management Committee, failing which some other member elected by those present presides at a general meeting.

8.3: The Chair may, with the consent of the meeting, at which a quorum is present [shall if so directed by the meeting], adjourn the meeting from time to time and from place to place, but no business shall be transacted other than business which might properly have been transacted at the meeting had an adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given, specifying the time and place of the adjourned meeting and general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

8.4: Except where otherwise provided by the Act, every issue is decided by a majority of votes passed.

8.5: In the case of equality of votes, whether on a show of hands or a poll, the Chair shall be entitled to a casting vote in addition to any vote he or she might have.

8.6: A Trustee shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.

8.7: A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

8.7.1: by the Chair

8.7.2: by at least two members having the right to vote at the meeting; or

8.7.3: by members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

8.8: Unless a poll is duly demanded, a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.

8.9: The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for a poll was made.

8.10: A poll shall be taken as the Chair directs and he or she may appoint scrutineers [who need not be members] and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

8.11: A poll demanded on the election of a chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

8.12: No notice need be given of a poll not taken immediately, if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases, at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

9. WRITTEN RESOLUTIONS

9.1: Any decision that may be made at a General Meeting of the Company, may be made by written resolutions, other than a decision to remove a Trustee or Auditor before expiry of their office.

9.2: The majorities required to pass a written resolution are:

9.2.1: for an ordinary resolution, approval is required from a simple majority of members eligible to vote.

9.2.2: for a special resolution, approval is required from not less than 75% of members eligible to vote.

9.3: The document indicating a member's approval of a written resolution must be sent to the Company in hard copy or in electronic form. A member's agreement to a written resolution, once signified, cannot be revoked.

9.4: A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.

9.5: A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it. A written resolution may consist of several documents in the same form, each signed by one or more trustees.

10. VOTES OF MEMBERS

10.1: Every Individual member present in person, every Affiliated member representative and the Parish Council representative shall have one vote. No member shall exercise more than one vote notwithstanding that he or she may have been appointed/elected to represent one or more interests.

10.2: No member, whether an individual or representative, shall be entitled to vote in any specific capacity at any general meeting unless all moneys then payable by reference to such capacity by him or her appointing organisation or member [as the case may be] to the Company have been paid.

10.3: No objection shall be raised to the qualification of any voter at the meeting or adjourned meeting, at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection shall be referred to the chair whose decision shall be final and conclusive.

10.4: A vote given by an Affiliated member representative or the Parish Council representative shall be valid notwithstanding the previous determination of the authority of the person voting.

10.5: Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person [whether a member or not] as his or her proxy to attend and vote instead of him or her. Any proxy so appointed shall have the same right as the member to speak at the meeting.

10.6: The appointment of proxy shall be signed shall be signed by the member or by his or her attorney duly authorised in writing, or, if the member is a corporation, either under seal or signed by an officer or attorney duly authorised. A proxy need not be a member of the Company.

10.7: The appointment of a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority may:

10.7.1: in the case of an instrument in writing, be deposited at the office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the

meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default of the instrument of proxy shall not be treated as valid; or

10.7.2: in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

- (a) in the notice convening the meeting, or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting, or
- (c) in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting,

be received at the address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

10.7.3: in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time of taking the poll; or

10.7.4: where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the secretary or any Trustee; and an appointment of proxy which is not delivered or received in a manner so permitted shall be invalid.

In this article 'address' in relation to electronic communications, includes any number or address used for purposes of such communications.

10.8: The appointment of a proxy shall be in the following form or as near thereto as circumstances admit:

'Company Name

I/We..... of being a member /members of the above named association, hereby appoint [Name]of.....or failing him or her, Name.....ofas my/our proxy to vote for me/us on my/our behalf and the [Annual or Extraordinary as the case may be] General Meeting of the Company to be held on theday of.....20..., and at any adjournment thereof.

Signed this..... day of.....20.... '

10.09: Where it is desired to give members an opportunity of voting for or against a resolution the appointment of a proxy shall be in the following form or a form as near thereto as the circumstances admit:

;Company Name

I/We..... of being a member /members of the above named association, hereby appoint [Name]of.....or failing him

or her, Name.....ofas my/our proxy to vote for me/us on my/our behalf and the [Annual or Extraordinary as the case may be] General Meeting of the Company to be held on theday of.....20..., and at any adjournment thereof.

Signed this..... day of.....20

This form is to be used *in favour/against of the resolution * Strike out whichever is not desired

Unless otherwise instructed, the proxy as he or she thinks fit.

10.10: A vote given in accordance with the terms of an instrument of proxy shall be notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the office, before the commencement of the meeting or the adjourned meeting at which the proxy is used.

11. CONSTITUTION OF THE MANAGEMENT COMMITTEE

11.1 The Trustees, as members of the Management Committee, shall have general management and control of the affairs and assets of the Company. The Trustees shall be both the directors of the Company for the purposes of the Act and charity trustees for the purposes of the Charities Act 1993. The Trustees must act reasonably and prudently in all matters relating to the Company and must always bear in mind the interests of the Company to the exclusion of personal prejudices and interests.

11.2: The First Trustees shall be deemed to have been appointed under these articles. The First Trustees shall have power (a) to appoint Trustees who shall hold office until the end of the first Annual General Meeting and (b) to elect a Chair and Vice Chair. Future trustees shall be appointed as provided subsequently in this Article. Trustees other than persons co-opted individually by the Management Committee, must reside in the area of benefit. In addition to the First Trustees, the Management Committee shall consist of:

11.2.1: up to 6 persons elected in Annual General Meeting;

11.2.2: one representative appointed by the Parish Council in accordance with Article 11.4;

11.2.3: one representative of each Affiliated member elected in accordance with Article 14;

11.2.4: persons co-opted individually by the Management Committee who shall serve on the Management Committee until the conclusion of the next Annual General Meeting; PROVIDED THAT the number of co-opted members should not exceed one quarter of the total number of Trustees, elected and appointed in accordance with the provisions of this Article and enumerated above.

All such Trustees are charity trustees for the purposes of charity law.

11.3: **Elected Trustees:** The elected Trustees must be elected at an Annual General Meeting.

11.4: **Appointed Trustees:** The Parish Council and each of the affiliated members may appoint a Trustee.

11.5: Any such appointment must be made according to the ordinary practice of the appointing body. An appointment must not be made more than two months before the Annual General Meeting.

11.6: The Management Committee must promptly report any vacancy in the office of an appointed Trustee to the body entitled to fill it.

11.7: **Co-opted Members:** Co-opted members must be appointed at a duly constituted meeting of the Management Committee.

Terms of Office

11.8: The period of office of Trustees starts:

11.8.1: in the case of elected members, at the end of the Annual General Meeting at which they are elected;

11.8.2: in the case of appointed members appointed at the Annual General Meeting in any year, at the end of that meeting or, in the case of an appointed member appointed after the Annual General Meeting, or to fill a casual vacancy, on the day on which the notification of his/her appointment is received by the secretary;

11.8.3: in the case of co-opted members, from the date of their co-option.

11.9: Subject to Article 11.10, the period of office of appointed Trustees ends on the day on which notification of his or her removal is received by the secretary.

11.10: All Trustees retire from office together at the end of the Annual General Meeting, next after the date on which they came into office but they may be re-elected or re-appointed.

Casual Vacancies

11.11: In the event of a casual vacancy among elected or co-opted Trustees, the Management Committee may appoint a person who is willing to act as a Trustee. A Trustee so appointed shall hold office only until the next following annual general meeting. If not elected or re-appointed at such an annual general meeting, he/she shall vacate office at the conclusion thereof.

New Trustees

11.12: Every Trustee shall upon election, appointment or co-option to the Management Committee receive a copy of the Company's Memorandum and Articles of Association. In order to be eligible to vote at any meeting of the Management Committee, every Trustee must; (a) be or become an Individual Member of the Company and (b) sign a declaration of willingness to act as a charity Trustee of the Company.

11.13: A technical defect in the appointment in the appointment of a Trustee of which the management committee is unaware at the time does not invalidate decisions taken at a meeting.

11.14: An employee of the Company shall not be eligible to be a member of the Management Committee or any sub-committee of the Company, but may be invited to attend committees as a non-voting advisor.

12. TRUSTEES: NOMINATIONS, RETIREMENT AND DISQUALIFICATION

12.1: Nominations for all elected Trustees must be in the hands of the Secretary at least 14 days before an annual general meeting or an extraordinary general meeting. In every case, the prior consent of the nominee must be obtained. In the absence of any nomination for any place of the Management Committee, a nomination shall be taken from the floor of the meeting.

12.2: At each Annual General Meeting all elected Trustees shall retire from office.

12.3: A Trustee who retires at an Annual General Meeting may, if willing to act, be re-elected. If the Company does not fill the vacancy created by his/her resignation, he/she shall if willing to act, be deemed to have been re-elected, unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the has been put to the meeting and lost. If he/she is not re-elected he or she shall retain office until the meeting elects someone to take his or her place, or if it does not do so, until the end of the meeting.

12.4: A Trustees term of office automatically terminates if he or she:

12.4.1: is disqualified under the Charities Act 1993 from acting as a charity trustee.

12.4.2: is incapable, whether mentally or physically, of managing his or her own affairs.

12.4.3: is absent without the permission of the Management Committee from all its meetings held within a period of 6 months and the Management Committee resolves that he or she shall cease to hold office.

12.4.4: ceases to be a member [but such a person may be re-instated by resolution passed by all the other Trustees on resuming membership of the Company, before the next annual general meeting]

12.4.5: resigns by written notice to the Management Committee [but only if at least two trustees remain in office].

12.4.6: being an Affiliated member representative or a Parish Council representative resigning or leaving the relevant appointing body.

12.4.7: is removed by ordinary resolution of the members' present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considering the matter in the light of any such views.

12.5: Where a Trustee is a representative of an appointing body his or her term of office automatically terminates if his or her membership of or employment by such an appointing body ceases.

12.6 No person shall be disqualified from being or becoming a Trustee by reason of attaining the age of 70 years or any other age.

13. TRUSTEES AND CONFLICT OF INTERESTS

13.1: No Trustee may exploit any property, information or opportunity relating to the Company by which he or she has or can have a direct or indirect conflict of interest without the prior approval of the Management Committee. The Management Committee may authorise the matter providing that

13.1.1: any quorum requirement for a meeting of the board is met without counting the member in question or any other interested member and

13.1.2: the member does not vote on the matter

14. PROCEEDINGS OF THE MANAGEMENT COMMITTEE

14.1: The Management Committee shall meet at such times as it thinks fit. A trustee may, and the Secretary at the request of a Trustee shall, summon a meeting of the Management Committee. Notice of the meeting shall be given to all Trustees.

14.2: A quorum at a meeting of the Management Committee is three, or one third of the number of Trustees for the time being whichever shall be the greater number.

14.3: A meeting of the Management Committee may be held in person or by suitable electronic means agreed by the Management Committee in which all participants may communicate with other participants.

14.4: The Chair or [if the Chair is unable or unwilling to do so] some other trustee chosen by the Trustees present shall preside at each meeting.

14.5: Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting [and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature].

14.6: Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue].

14.7: A procedural defect of which the Management Committee is unaware at the time does not invalidate the decisions taken at a meeting.

15. POWERS OF THE MANAGEMENT COMMITTEE

The Management Committee has the following powers in the administration of the Company.

15.1: to appoint [and remove] any member [who may be a Trustee] to act as the Company Secretary in accordance with the Act.

15.2: to appoint in accordance with Articles 11.2 and 11.12 any person who is willing to act as a Trustee.

15.3: To appoint a Chair and vice Chair from among their number

15.4: To delegate any of their functions to sub-committees and to define the terms of reference of any sub-committee and determine its composition and the duration of its activities. All proceedings of sub-committees must be reported promptly to the Management Committee.

15.5: To make Standing Orders in accordance with Article 20 [consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings, proceedings at meetings of the Management Committee, any sub-committee and to govern the administration of the Company.

15.6: to establish procedures to assist resolution of disputes in the Company

15.7: to exercise the Company's power to borrow money and receive and, subject always to the Charities Act 1993, to mortgage or charge its undertaking and property, or any part thereof, and to issue securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party subject to such consents as required by law; and

15.8: to exercise any powers of the Company which are not reserved to a general meeting. In the exercise of these powers, the Trustees shall always be mindful that they are Charity Trustees within the definition of Section 97 of the Charities Act 1993 as the persons having general management and control of the administration of the charity.

16. SECRETARY

Subject to the provisions of the Act, the secretary will be appointed by the Management Committee and any Secretary so appointed may be removed by them. The Management Committee will determine the Secretary's term, remuneration [if any] and other conditions they think fit. Any individual may be the secretary, including a Trustee, but if a Trustee is appointed as Secretary he or she may not be remunerated in any way.

17. RECORDS AND ACCOUNTS

17.1: The Management Committee must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit and examination of accounts and the preparation and transmission to the Register of Companies and Charity Commission of all records and reports required by law including without limitation:

17.1.1: Annual Reports

17.1.2: Annual Returns

17.1.3: Annual Statement of account

17.2 The Management Committee must keep proper records of:

17.2.1: all proceedings at general meetings

17.2.2: all proceedings at meetings of the Management Committee

17.2.3: all reports of sub-committees

17.2.4: all professional advice obtained and

17.2.5: all other matters required by law

All minutes of Board Meetings and written resolutions of members must be kept for at least 10 years.

17.3: Accounting Records relating to the Company must be made available for any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not trustees if the Management Committee so decides.

17.4: A copy of the Company's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months [or any such period specified by charity law].

18. NOTICES

18.1: Notices under these Articles [other than notice of a general meeting] may be sent by hand, or by post or by suitable electronic means or [where applicable to members generally] may be published in any suitable journal or local newspaper circulating in the area of benefit or any newsletter distributed by the Company.

18.2: The only address at which the member is entitled to receive notices is the address shown on the register of members.

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

18.3.1: 24 hours after being sent by electronic means or delivered by hand to the relevant address.

18.3.2: two clear days after being sent by first class post to that address

18.3.3: three clear days after being sent by second class post to that address

18.3.4: on the date of publication of a newspaper containing the notice

18.3.5: on being handed to the member [or, in the case of a member organisation, its authorised representative] personally or, if earlier],

18.3.6: as soon as the member acknowledges actual receipt.

18.4: A technical defect in giving the notice of which the Management Committee is not aware at the time does not invalidate decisions taken at a meeting.

19. DISSOLUTION

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

20. STANDING ORDERS

20.1: The Management Committee may from time to time make such standing orders as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of providing classes of and conditions of membership, in particular but without prejudice to the generality of the foregoing, they may by such standing orders regulate:

20.1.1: the admission and classification of members of the Company [including the admission of organisations to membership] and the rights and privileges of such members and conditions of membership and the terms on which members may resign or have membership terminated and the entrance fees, subscriptions and other fees or payments made by members;

20.1.2: the conduct of members of the Company, in relation to one another and to the Company's employees and voluntary workers;

20.1.3: the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;

20.1.4: the procedure at general meetings and meetings of the Management Committee and sub-committees of the Management Committee in as far as the procedure is not regulated by the Articles.

20.1.5: generally, all such matters as are commonly the subject matter of Company rules.

20.2: The company shall have the power to alter, add to or repeal the rules or standing orders and the Management Committee shall adopt such means as they think sufficient to bring to the notice of the Company PROVIDED THAT no rule or standing orders shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or the Articles.

21. LIABILITY AND INDEMNITY

21.1: In the execution of their duties no such Trustee shall be liable:

21.1.1: for any loss to the property of the Company by reason of any improper investment made in good faith [so long, as he/she shall have sought professional advice before making such an investment]; or

21.1.2: for the negligence or fraud of any agent employed by him/her or by any other Trustee in good faith [providing reasonable supervision shall have been exercised]; and no Trustee shall be liable by reason of any mistake or omission made in good faith by any Trustee other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.

21.2: Subject to the provisions of the Act, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour, or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

22. ALTERATION TO ARTICLES OF ASSOCIATION

No alteration shall be made which would have the effect of causing the Company to cease to be a charity at law. No such alteration shall take effect without the written consent of the Charity Commission.

Names and addresses of subscribers:

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8 Bar Hill
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Anthony Polwart

7 Beech Croft
Madeley
Crewe
Cheshire CW3 9HB

Witness

Lesley Walter
Poppy Cottage
Wharf Terrace
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May 26th 2009