

Company Registered Number 5650568  
Registered Charity Number 1113100

**Memorandum and Articles  
of Association**

**of**

**Diversity Hub**

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 1985 AND 1989

Anthony Collins Solicitors  
St Philip's Gate  
5 Waterloo Street  
Birmingham  
B2 5PG

Ref: EET.28147.0002

## **MEMORANDUM OF ASSOCIATION OF DIVERSITY HUB**

### **1 NAME**

The name of the Company is Diversity Hub.

### **2 REGISTERED OFFICE**

The Registered Office of the Company will be situated in England and Wales.

### **3 OBJECTS**

3.1 The Company's Objects are to advance education by working towards the elimination of prejudice and discrimination. The company may undertake these Objects by any appropriate means including by (but not limited to):-

- 3.1.1 educating and training people to recognise the factors which give rise to prejudice and discrimination including gender, nationality, race or ethnicity, class, religion, sexuality, age, physical ability, occupation, life circumstances, mental social or educational background or any other factors;
- 3.1.2 training people in leadership skills and strategies needed to resolve and eliminate prejudice and discrimination in all its forms and to welcome diversity and resolve conflict;
- 3.1.3 recruiting and building community resource teams who will be taught bridge-building skills so they can effectively deal with prejudice and tackle inter-group conflicts;
- 3.1.4 developing principled leaders who will examine their own leadership, initiate diversity programmes in their own organisations and communities and build bridges between people with differences;
- 3.1.5 fostering respect for all people and creating mutual respect across communities; or
- 3.1.6 working with leaders and opinion formers wherever possible to bring about an end to prejudice and discrimination.

### **3.2 Equal Opportunities**

In furtherance of the Objects the Company shall at all times actively promote and take into consideration the principles of equality of opportunity.

## **4 POWERS**

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum in order to further the Objects (but not otherwise) and in particular it has powers:

### **Staff and Volunteers**

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

### **Property**

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, licence, exchange, dispose of or otherwise deal with property subject to the restrictions in the Charities Act 1993;
- 4.6 to purchase or acquire either alone or jointly with employees or servants freehold or leasehold property for the provision of accommodation for such employees or servants to enable the Company to recruit or retain staff of suitable calibre and experience;
- 4.7 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents);

### **Borrowing**

- 4.8 to borrow and give security for loans subject to the restrictions in the Charities Act 1993;

### **Grants and Loans**

- 4.9 to make grants, donations or loans, to give guarantees and to give security for those guarantees subject to the restrictions in the Charities Act 1993;

**Fund Raising**

4.10 to raise funds, to invite and receive contributions;

**Trading**

4.11 to trade in the course of carrying out the Objects and to charge for services;

**Publicity**

4.12 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;

4.13 to promote or carry out research and publish the results of it;

**Contracts**

4.14 to co-operate with and enter into contracts with any person;

**Bank or building society accounts**

4.15 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

**Investments**

4.16 to invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Board decides;

4.17 to exercise the same powers as trustees may exercise under the Trustee Act 2000 in relation to the delegation of investment management and the appointment of agents, nominees and custodians;

**Insurance**

4.18 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

4.19 to insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

- 4.20 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;
- 4.21 to take out indemnity insurance to cover the liability of the Directors and officers of the Company who are not Directors for negligence, default, breach of duty or breach of trust in relation to the Company but this insurance may not extend to:
- 4.21.1 any claim arising from any act or omission which a Director or officer knew was a breach of duty or breach of trust or which was committed by a Director or officer in reckless disregard of whether it was a breach of duty or breach of trust or not; or
- 4.21.2 the costs of an unsuccessful defence to a criminal prosecution brought against a Director or officer in his/her capacity as a Director or officer of the Company;

#### **Other Organisations**

- 4.22 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include any one or more of the Objects or to carry on any other relevant charitable purposes;
- 4.23 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.24 to amalgamate with any charity which has objects similar to the Objects;
- 4.25 to undertake and execute any charitable trusts;
- 4.26 to affiliate, register, subscribe to or join any organisation;
- 4.27 to act as agent or trustee for any organisation;

#### **Reserves**

- 4.28 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

#### **Formation expenses**

- 4.29 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

## **General**

4.30 to do anything else within the law which promotes or helps to promote the Objects.

## **5 APPLICATION OF FUNDS**

### **5.1 General**

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Clause 5):

5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and

5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

### **5.2 Benefits to Directors**

The Company may make the following payments or grant the following benefits to Directors:-

#### **Out of pocket expenses**

5.2.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;

5.2.2 the payment of reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

#### **Indemnity**

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

5.2.4 the benefit of indemnity insurance under Clause 4.21;

#### **Fees to companies in which Directors have negligible interests**

5.2.5 a payment to a company in which a Director has no more than a 1% shareholding;

### **Interest and Rent**

- 5.2.6 payment of reasonable and proper interest on money lent by any Director to the Company;
- 5.2.7 a reasonable rent or hiring fee for property let or hired by any Director to the Company;

### **Supply of Goods and Services**

- 5.2.8 the usual charges for the supply of goods or services by any Director provided that the conflict of interest provisions in Article 17 are complied with;

### **Beneficiaries**

- 5.2.9 benefits provided in furtherance of the Objects to Directors who are Beneficiaries where those benefits are no different from the benefits which are provided to other Beneficiaries.

### **Exceptional Circumstances**

- 5.2.10 other payments or benefits approved in writing in advance by the Charity Commission.

## **5.3 Amendments**

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

## **6 LIMIT OF LIABILITY**

The liability of the Company Members is limited.

## **7 GUARANTEE**

Every Company Member promises, if the Company is wound up whilst s/he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member.

## **8 WINDING UP**

- 8.1 If the Company is wound up any property remaining after all its debts and liabilities have been satisfied must be applied to another charitable organisation which has objects similar to the Company's Objects.
- 8.2 The charitable organisation to which the Company's property is transferred under Clause 8.1 is:-
- 8.2.1 to be nominated by the Company Members at or before the time of dissolution; and
  - 8.2.2 in default of any nomination under Clause 8.2.1 to be selected by the Charity Commission.
- 8.3 Subject to Clauses 8.1 and 8.2 any property remaining must be used for other charitable purposes similar to the Objects.

## **9 INTERPRETATION**

Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.

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**We, the subscribers to the Memorandum of Association, wish to be formed into a company, in pursuance of the Memorandum.**

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<b>Names and Addresses of Subscribers</b>	<b>Signed</b>	<b>Witnessed</b>
Jeffrey Malcolm Shapland 17, Kelvon Close Glenfield Leicestershire LE3 8AT	[signed]	[signed]
Tim Morton 2 Mellor Road Leicester LE3 6HN	[signed]	[signed]
Jill Parker 37 Cordery Road Leicester LE5 6DB	[signed]	[signed]

Witness Name: Hazell M Marshall

Witness Address: Rock Bank  
50 Station Road  
Cropston  
LE7 7HD

Witness Occupation: Retired

Date Witnessed: 29 November 2005

**Dated 29/11/05**

# **ARTICLES OF ASSOCIATION DIVERSITY HUB**

## **PART A. INTRODUCTION**

### **1 INTERPRETATION**

#### 1.1 In these Articles:

"the Act"	means the Companies Act 1985
"AGM"	means an annual general meeting of the Company
"the Articles"	means these Articles of Association of the Company
"Beneficiary"	means a person to whom the Company may grant benefits in the furtherance of the Objects
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 22 or where the Chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Charity Commission"	means the office of the Charity Commissioners for England and Wales
"Clear Days"	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a Committee of the Board exercising

	powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies
"the Company"	means the company intended to be regulated by the Articles
"Company Member"	means a member for the time being of the Company
"Director"	means any director of the Company
"EGM"	means an extraordinary general meeting of the Company
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"the Memorandum"	means the Memorandum of Association of the Company
"the Objects"	means the objects of the Company set out in Clause 3 of the Memorandum
"Observers"	means those persons (other than Directors) present under Article 24 at a Board Meeting
"Registered Office"	means the registered office of the Company
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Senior Officer"	means any officer of the Company designated as such by the Board
"United Kingdom"	means Great Britain and Northern Ireland
"Vice-Chair"	means a person elected as a Vice-Chair of the Company under Article 22
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers

- 1.2 In the Articles:
- 1.2.1 terms defined in the Act are to have the same meaning;
  - 1.2.2 references to the singular include the plural and vice versa and to the masculine include the feminine and neuter and vice versa;
  - 1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
  - 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
  - 1.2.5 references to Clauses are to clauses of the Memorandum and to Articles are to those within the Articles;
  - 1.2.6 the index and headings are not to affect their interpretation; and
  - 1.2.7 terms defined in the Memorandum have the same meaning in the Articles and vice versa.
- 1.3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 applies to the Company.

## **PART B. COMPANY MEMBERSHIP**

### **2 MEMBERS**

- 2.1 The Company Members are:-
- 2.1.1 the subscribers to the Memorandum; and
  - 2.1.2 others admitted to membership of the Company by the Board under the Articles.
- 2.2 A person may not be admitted as a Company Member:-
- 2.2.1 unless s/he has signed a written application to become a Company Member in such form as the Board requires;
  - 2.2.2 for a period determined by the Board having ceased to be a Company Member by reason of his/her being removed as a Director under Article 16.1.6, Article 16.1.8, Article 16.1.9 or Article 16.1.10; or
  - 2.2.3 unless s/he is aged 18 or over; or
  - 2.2.4 if s/he would immediately cease to be a Company Member or Director under the Articles.
- 2.3 Company membership is personal and not transferable.
- 2.4 The Board may invite or receive written applications for membership in such form as they determine. The Board shall consider a membership application at the first Board Meeting following receipt of the application. The Board may decide the application according to such criteria as they may choose.
- 2.5 The Company Members shall hold office for a term as near as possible to three years. A Company Member is eligible for re-election.

### **3 TERMINATION OF COMPANY MEMBERSHIP**

- 3.1 A person will cease to be a Company Member:-
- 3.1.1 on giving written notice of resignation to the Secretary; or
  - 3.1.2 if s/he ceases to be a Director under Article 16.

## **PART C. GENERAL MEETINGS**

### **4 ANNUAL GENERAL MEETINGS**

- 4.1 The Company must hold an AGM each year unless it passes an elective resolution to dispense with this requirement.
- 4.2 There must be no more than 15 months between one AGM and the next.
- 4.3 The AGM is to be held at such time and place as the Board decides.
- 4.4 The business of the AGM is:-
  - 4.4.1 to receive the annual Directors' report;
  - 4.4.2 to consider the accounts and the auditors' report;
  - 4.4.3 to appoint the auditors (if necessary); and
  - 4.4.4 to transact any other business specified in the notice convening the meeting.

### **5 EXTRAORDINARY GENERAL MEETINGS**

- 5.1 A General Meeting other than an AGM is called an EGM.
- 5.2 An EGM is to be called by the Board.
- 5.3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting.
- 5.4 On receiving a requisition from at least one-tenth of the Company Members under Section 368 of the Act the Board must immediately convene an EGM.

### **6 NOTICE OF GENERAL MEETINGS**

- 6.1 An AGM and an EGM called to pass a special resolution must be called by at least 21 Clear Days' notice.
- 6.2 Any other EGM must be called by at least 14 Clear Days' notice.
- 6.3 A General Meeting may be called by shorter notice if this is agreed:

- 6.3.1 for an AGM by all of the Company Members entitled to attend and vote; and
- 6.3.2 for an EGM by a majority in number of the Company Members who may attend and vote and who together hold 95% or more of the total voting rights of all of the Company Members at the EGM.
- 6.4 The notice must specify:-
  - 6.4.1 the time, date and place of the General Meeting;
  - 6.4.2 the general nature of the business to be transacted; and
  - 6.4.3 in the case of an AGM, that it is the AGM.
- 6.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 6.6 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any).
- 6.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

## **7 QUORUM**

- 7.1 No business may be transacted at a General Meeting unless a quorum is present.
- 7.2 The quorum for General Meetings is two of the Company Members for the time being present in person or by proxy.
- 7.3 A Company Member may be part of the quorum at a General Meeting if s/he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment and can be heard by all of the other participants.
- 7.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 7.5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting may proceed but only for the purpose of appointing further Company Members.

- 7.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

## **8 CHAIR AT GENERAL MEETINGS**

- 8.1 The Chair is to chair General Meetings.
- 8.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair must chair the General Meeting.
- 8.3 If neither the Chair nor the Vice-Chair is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

## **9 ADJOURNMENT OF GENERAL MEETINGS**

- 9.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 9.2 The Chair may adjourn a General Meeting if it appears to the Chair that for any reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 9.3 Whilst to Article 7.5, the only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 9.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 9.1 or 9.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 9.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## **10 VOTING AT GENERAL MEETINGS**

- 10.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 10.2 Each Company Member present in person or by proxy has one vote both on show of hands and a ballot.

- 10.3 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote.
- 10.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 10.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

## **11 BALLOTS**

- 11.1 A ballot may be demanded by the Chair or any two Company Members before or on the declaration of the result of a show of hands.
- 11.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 11.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 11.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 11.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 11.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

## **12 PROXIES**

- 12.1 A Company Member may appoint a proxy in writing. A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 33. A proxy may not appoint another proxy.

- 12.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 12.3 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 12.4 No document appointing a proxy will be valid for more than 12 months.
- 12.5 A vote given or ballot demanded by proxy is to be valid despite:-
- 12.5.1 the revocation of the proxy; or
  - 12.5.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 12.6 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

### **13 COMPANY MEMBERS' WRITTEN RESOLUTIONS**

- 13.1 Subject to the Act, a written resolution signed by all of the Company Members entitled to attend and vote at a General Meeting (provided those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.
- 13.2 A resolution under Article 13.1 may consist of several documents in similar form each signed by one or more Company Members.

## **PART D. DIRECTORS**

### **14 COMPOSITION OF THE BOARD**

- 14.1 The first Directors are those named in the statement delivered to the Registrar of Companies under Section 10(2) of the Act.
- 14.2 The appointment of a Director is not to take effect until s/he has signed the prescribed Companies House form. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay.
- 14.3 A person may not be a Director:-
- 14.3.1 unless s/he is a Company Member; or
  - 14.3.2 if s/he would immediately cease to hold office under Article 16.
- 14.4 The number of Directors must always be the same as the number of Company Members, and a Company Member will, subject to Article 14.2, automatically be a Director by virtue of being a Company Member.
- 14.5 Unless the Board decides otherwise:-
- 14.5.1 the minimum number of Directors is 3; and
  - 14.5.2 the maximum number of Directors is 10.
- 14.6 Since each Company Member is also to be a Director and the Board recognises the need to have a range of skills represented amongst the Directors, the Board will, wherever possible, seek to ensure that new Company Members will add to the skills of the Board as a whole.

### **15 OBLIGATIONS OF DIRECTORS**

- 15.1 The Board must set out the obligations of every Director to the Board and to the Company in writing. The statement of Directors' obligations is not intended to be exhaustive and the Board must review and may amend it from time to time.
- 15.2 The statement of the obligations of the Directors to the Company must include:-
- 15.2.1 a commitment to its values and objectives (including equal opportunities);

- 15.2.2 an obligation to contribute to and share responsibility for the Board's decisions;
- 15.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;
- 15.2.4 an obligation to declare relevant interests;
- 15.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;
- 15.2.6 an obligation to comply with their fiduciary duties, including:-
  - 15.2.6.1 to act in the best interests of the Company;
  - 15.2.6.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself/herself in a position where his/her personal interest or a duty owed to another conflicts with the duties owed to the Company;
  - 15.2.6.3 to secure the proper and effective use of the Company's property;
  - 15.2.6.4 to act personally;
  - 15.2.6.5 to act within the scope of any authority given;
  - 15.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds;
  - 15.2.6.7 to act in accordance with the Memorandum and Articles; and
  - 15.2.6.8 a reference to their obligations under the general law.

15.3 A Director must sign and deliver to the Board a statement confirming s/he will meet his obligations to the Board and to the Company within one month of appointment. The Board may change the statement from time to time.

## **16 RETIREMENT AND REMOVAL OF DIRECTORS**

16.1 A Director will cease to hold office if s/he:-

- 16.1.1 dies;
- 16.1.2 ceases to be a Director under the Act or is prohibited by law from being a Director;

- 16.1.3 is disqualified from acting as a charity trustee under the Charities Act 1993;
- 16.1.4 becomes incapable of managing and administering his/her own affairs because of mental disorder illness or injury;
- 16.1.5 is declared bankrupt or makes any arrangement or composition with his/her creditors;
- 16.1.6 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting that s/he should be removed provided that the Director concerned has first been given an opportunity to put his/her case and to justify why s/he should not be removed as a Director;
- 16.1.7 resigns by written notice to the Secretary;
- 16.1.8 is absent without good reason from three consecutive Board Meetings and the Board resolves (by a 75% majority of the Directors present and voting) that s/he should cease to be a Director;
- 16.1.9 is convicted of any offence which in the opinion of the Board is likely to bring the Company into disrepute and the Board resolves (by a 75% majority of the Directors present and voting) that s/he should be removed provided that the Director concerned has first been given an opportunity to put his/her case and to justify why s/he should not be removed as a Director;
- 16.1.10 fails to sign a statement of his/her obligations under Article 15 within one month of his/her appointment and the Board resolves that s/he be removed; or
- 16.1.11 ceases to be a Company Member.

## **17 DIRECTORS' INTERESTS**

- 17.1 A Director who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Company must declare his/her interest under section 317 of the Act before the matter is discussed by the Board.
- 17.2 Every Director must ensure that at all times the Secretary has a list of:-
  - 17.2.1 any other body of which s/he is a director or officer;
  - 17.2.2 any firm in which s/he is a partner;

- 17.2.3 any public body of which s/he is an official or elected member;
  - 17.2.4 any company whose shares are publicly quoted in which s/he owns or controls more than 2% of the shares;
  - 17.2.5 any company whose shares are not publicly quoted in which s/he owns or controls more than 10% of the shares; or
  - 17.2.6 any other interest which is significant or material.
- 17.3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.

#### **17.4 Personal Interests**

- 17.4.1 A Director has a personal interest in a matter which is to be discussed or determined by the Board if s/he will be directly affected by the decision of the Board in relation to that matter.
- 17.4.2 A Director who has a personal interest in a matter which is to be discussed or determined by the Board:-
  - 17.4.2.1 may not count towards the quorum in relation to that matter;
  - 17.4.2.2 may not take part in the discussion in relation to that matter;
  - 17.4.2.3 may not vote in relation to that matter; and
  - 17.4.2.4 must leave the Board Meeting at which the matter is discussed and determined.

#### **17.5 Non-Personal Interests**

- 17.5.1 A Director who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his/her fulfilling his/her duty to act in the best interests of the Company and to the right of the remaining Directors to require that s/he should withdraw from the Board Meeting at which the matter is to be discussed or determined:-
  - 17.5.1.1 count towards the quorum in relation to that matter;
  - 17.5.1.2 take part in the discussion in relation to that matter;
  - 17.5.1.3 remain in the Board Meeting at which the matter is to be discussed or determined; and
  - 17.5.1.4 vote in relation to that matter.

## **PART E. BOARD MEETINGS**

### **18 FUNCTIONS OF THE BOARD**

- 18.1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:
- 18.1.1 defining and ensuring compliance with the values and objectives of the Company;
  - 18.1.2 establishing policies and plans to achieve those objectives;
  - 18.1.3 approving each year's budget and accounts before publication;
  - 18.1.4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 23 with proper systems of control;
  - 18.1.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
  - 18.1.6 appointing (and if necessary removing) Senior Officers;
  - 18.1.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
  - 18.1.8 taking appropriate advice on the items listed in Article 18.1.1 to 18.1.7 and in particular on matters of legal compliance and financial viability.

### **19 POWERS OF THE BOARD**

- 19.1 Subject to the Act, the Memorandum and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 19.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.
- 19.3 In performing their functions the Board must consider the interests of the Company's employees (if any) as well as those of Beneficiaries.

## **20 BOARD MEETINGS**

- 20.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 20.2 Board Meetings may be called by any Director or the Secretary.
- 20.3 7 days' notice of Board Meetings must be given to each of the Directors and Senior Officers but it is not necessary to give notice of a Board Meeting to a Director or Senior Officer who is out of the United Kingdom.
- 20.4 A Board Meeting which is called on shorter notice than required under Article 20.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 20.5 Subject to Article 20.6, questions arising at a Board Meeting are to be decided by a majority of votes.
- 20.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 20.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

## **21 QUORUM FOR BOARD MEETINGS**

- 21.1 The quorum for Board Meetings is two of the Directors for the time being.
- 21.2 A Director may be part of the quorum at a Board Meeting if s/he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment and can be heard by all of the other participants.
- 21.3 If the number of Directors is less than that required to form a quorum the remaining Directors may act only to admit new Company Members.
- 21.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to adjourn it to such other time and place as they decide to admit new Company Members or to call a General Meeting.

## **22 CHAIR AND VICE-CHAIR**

- 22.1 The Company must have a Chair and a Vice-Chair. Both are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair may be re-elected.

- 22.2 The Chair and the Vice-Chair may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 22.3 Where there is no Chair or Vice-Chair the first item of business of a Board Meeting must be to elect a Chair or Vice-Chair or both.
- 22.4 The Chair and the Vice-Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a majority of all Directors in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why s/he should not be removed.
- 22.5 The Chair is to chair all Board Meetings and General Meetings at which s/he is present unless s/he does not wish, or is not able, to do so.
- 22.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting or if the Chair is unwilling or unable to chair a Board Meeting, then the Vice-Chair must chair that Board Meeting unless s/he is unwilling or unable to do so.
- 22.7 If both the Chair and the Vice-Chair are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.
- 22.8 The functions of the Chair are:-
- 22.8.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;
  - 22.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
  - 22.8.3 to give all Directors an opportunity to express their views;
  - 22.8.4 to establish a constructive working relationship with, and to provide support for, the Senior Officers;
  - 22.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any Senior Officer is or is due to become vacant, a replacement is found in a timely and orderly fashion;
  - 22.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
  - 22.8.7 to ensure that the Board monitors the use of delegated powers; and

- 22.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of a Senior Officer.
- 22.9 The role of the Vice-Chair is to deputise for the Chair during any period of his/her absence and, for that period, his/her functions shall be the same as those of the Chair.
- 22.10 Except to the extent that the Articles provide otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Director.

## **23 COMMITTEES AND WORKING PARTIES**

- 23.1 The Board may:
- 23.1.1 establish Committees consisting of those persons whom the Board decide;
  - 23.1.2 delegate to a Committee any of its powers; and
  - 23.1.3 revoke a delegation at any time.
- 23.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.
- 23.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 23.4 All members of a Committee or a Working Party are to have one vote.
- 23.5 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his/her appointment until the term of office for which s/he has been appointed expires or until s/he resigns or is removed by the Board from the Committee or Working Party.
- 23.6 The Board must determine the quorum for each Committee and Working Party it establishes.
- 23.7 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 23.8 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

## **24 OBSERVERS**

- 24.1 The Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms they decide.
- 24.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 24.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 24.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him/her is being considered.

## **25 DIRECTORS' WRITTEN RESOLUTIONS**

- 25.1 A written resolution signed by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 25.2 A written resolution signed by all of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 25.3 A resolution under Articles 25.1 or 25.2 may consist of several documents in similar form each signed by one or more of the Directors or Committee Members and will be treated as passed on the date of the last signature.

## **PART F. OFFICERS**

### **26 THE SECRETARY**

- 26.1 A Secretary must be appointed by the Board for such a term as the Board decides.
- 26.2 A Secretary may be removed by the Board at any time.
- 26.3 No Director may occupy the salaried position of Secretary.
- 26.4 The duties of the Secretary include advising the Board on legal compliance and financial viability.

### **27 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

- 27.1 No officer or employee is to be liable for losses suffered by the Company except those due to his/her own dishonesty or gross negligence.
- 27.2 Subject to the Act every Director, officer or employee is to be indemnified by the Company against any liability incurred in the discharge of his/her duties or in that capacity in defending any civil or criminal proceedings as long as:
  - 27.2.1 judgment is given in his/her favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by him/her);  
or
  - 27.2.2 s/he is acquitted; or
  - 27.2.3 relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **PART G. STATUTORY AND MISCELLANEOUS**

### **28 MINUTES**

- 28.1 The Secretary must keep minutes of all General Meetings.
- 28.2 The Board must arrange for minutes to be kept of all Board Meetings. The names of the Directors present must be included in the minutes.
- 28.3 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 28.4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 28.5 The Board must keep minutes of all of the appointments made by the Board.

### **29 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 29.1 The Company must comply with Part VII of the Act in and the Directors must comply with their obligations as charity trustees under Part VI of the Charities Act 1993 in:-
  - 29.1.1 preparing and filing an annual Directors report and annual accounts and sending them to the Charity Commission; and
  - 29.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 29.2 The Company must comply with Parts VII and XI of the Act relating to the audit or examination of accounts (to the extent that the law requires).
- 29.3 The annual Directors' report and accounts must contain:-
  - 29.3.1 revenue accounts and balance sheet for the last accounting period;
  - 29.3.2 the auditor's report on those accounts; and
  - 29.3.3 the Board's report on the affairs of the Company.

29.4 The accounting records of the Company must always be open to inspection by a Director.

29.5 The Company must send a copy of the Company's most recent accounts to members of the public who request them and pay a reasonable fee (determined by the Board) within two months of the request.

### **30 BANK AND BUILDING SOCIETY ACCOUNTS**

30.1 All bank and building society accounts must be operated by the Board and must include the name of the Company.

30.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

### **31 EXECUTION OF DOCUMENTS**

31.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

31.1.1 two Directors; or

31.1.2 one Director and the Secretary.

### **32 NOTICES**

32.1 Notices under the Articles must be in writing except notices calling Board Meetings.

32.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

32.3 The Company may give a notice to a Company Member, Director, Secretary or auditor either:

32.3.1 personally;

32.3.2 by sending it by post in a prepaid envelope;

32.3.3 by facsimile transmission;

32.3.4 by leaving it at his/her address; or

32.3.5 by email.

- 32.4 Notices under Article 32.3.2 to 32.3.5 may be sent:
- 32.4.1 to an address in the United Kingdom which that person has given the Company;
  - 32.4.2 to the last known home or business address of the person to be served; or
  - 32.4.3 to that person's address in the Company's register of Members.
- 32.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 32.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 32.7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 48 hours after it was sent.
- 32.8 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary.
- 32.9 The Board may make standing orders to define other acceptable methods of delivering notices by electronic mail or other means.

### **33 STANDING ORDERS**

- 33.1 Subject to Article 33.4:
- 33.1.1 the Board may from time to time make standing orders for the proper conduct and management of the Company; and
  - 33.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.
- 33.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.
- 33.3 Standing orders are binding on all Company Members and Directors.
- 33.4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles.

<b>Names &amp; Addresses of Subscribers</b>	<b>Signed</b>	<b>Witnessed</b>
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Jeffrey Malcolm Shapland  
17, Kelvon Close  
Glenfield  
Leicestershire  
LE3 8AT

[signed]

[signed]

Tim Morton  
2 Mellor Road  
Leicester  
LE3 6HN

[signed]

[signed]

Jill Parker  
37 Cordery Road  
Leicester  
LE5 6DB

[signed]

[signed]

Witness Name:

Hazell M Marshall

Witness Address:

Rock Bank  
50 Station Road  
Cropston  
LE7 7HD

Witness Occupation:

Retired

Date Witnessed:

29 November 2005

**Dated 29/11/05**