

Company number: 05928187

Companies Act 2006

Company limited by guarantee not having a share capital

**ARTICLES OF ASSOCIATION OF
COLEHILL AND WIMBORNE YOUTH AND
COMMUNITY CENTRE**

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1.1 The Objects of the Charity are for the public benefit and specifically restricted to:

1.1.1. promote the benefit of the young people and other inhabitants of Colehill, Wimborne and the surrounding area without distinction of sex, sexual orientation, race or of political, religious or other opinions, by associating together the said inhabitants and the local authorities, voluntary and other organizations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure-time occupation with the object of improving the conditions of life for the said inhabitants;

1.1.2. establish or secure the establishment of, a Youth and Community Centre and to maintain and manage the same (whether alone or in cooperation with any local authority or other person or body) in furtherance of these objects

1.1.3. promote such other charitable purposes as may from time to time be determined.

2. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

2.1 to do anything within the law which promotes or helps to promote the Objects;

2.2 to raise funds, in compliance with any relevant statutory regulations;

2.3 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

2.4 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity;

2.5 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed;

2.6 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them, subject to all applicable laws and regulations including all Data Protection Laws;

2.7 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

2.8 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;

- 2.9 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 2.10 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by Article 7 and provided it complies with the conditions in that Article;
- 2.11 to:
- 2.11.1. deposit or invest funds;
 - 2.11.2. employ a professional fund-manager; and
 - 2.11.3. arrange for the investments or other property of the Charity to be held in the name of a nominee; in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 2.12 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- 2.13 to do all such other lawful things as are necessary for the achievement of the Objects;
- 2.14 to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in sub-clause 2.14.1, but subject to the restrictions specified in sub-clause 2.15;
- 2.14.1. The liabilities for which the Charity may provide the Directors indemnity insurance are:
 - a. any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - b. the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading) subject to sub-clause i2.14.1.b.i
 - i. there is excluded from sub-clause 2.14.1.b any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.
- 2.15 The following liabilities are excluded from sub-clause 2.14.1:
- a. fines;

- b. costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
- c. liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

3. THE DIRECTORS

- 3.1 The Charity must maintain a register of Directors (which may be called a register of Trustees).
- 3.2 The Directors as Charity Trustees and company directors have general control and management of the administration of the Charity and its property and funds for which they may exercise all the powers of the Charity subject to the matters reserved to the member in Article 12.

Number of Directors

- 3.3 The total number of Directors will not be less than three and not more than seven, comprising of not less than two Council Directors and not more than five Council Directors. Up to two Independent Directors may be appointed to serve alongside the Council Directors, subject to the number of the Council Directors always being the majority.
- 3.4 All of the Directors must at the time of their appointment meet the eligibility criteria set by the Directors from time to time and must not be subject to automatic termination of their Directorship under Article 3.14.
- 3.5 If the number of Directors falls below three, the remaining Directors may only:
 - 3.5.1. circulate a written resolution to the Member; or
 - 3.5.2. call a general meeting.

Appointment of Directors

- 3.6 Any current serving councillor of Colehill Town Council who is willing to act as a Director and is permitted by law to do so may be appointed to be a Council Director.
- 3.7 Any person who is willing to act as a Director and is not a serving member or employee of the Town Council nor a Connected Person, and is permitted by law to do so, may be appointed to be an Independent Director.
- 3.8 Directors are to be appointed by the Member in accordance with Articles 3.10 to 3.13.
- 3.9 A Director may not act as a Director until they have expressly acknowledged, in whatever way the Directors decide, their acceptance of the office of Director and confirmation that they meet the eligibility criteria and are not subject to automatic termination of their Directorship under Article 3.14.

- 3.10 The Council Directors will be appointed for a term which begins on the date of appointment as a Council Director and ends on the earlier of:
- 3.10.1. the day on which a Council Director ceases to be an serving Colehill Town Councillor, unless the number of Council Directors remaining in office would be less than three, in which case the outgoing Council Director(s) shall remain in office until the Town Council appoints a new Council Director to be appointed in their place at which point they shall immediately retire; or
 - 3.10.2. four years from the date on which they were appointed a Council Director.
- 3.11 The Independent Directors will be appointed for terms of four years.
- 3.12 Subject to Article 3.13, a Director who remains eligible may be re-elected for a maximum of three consecutive terms of office including their initial term.
- 3.13 The Member may, in circumstances which they consider to be exceptional, permit one or more of the Directors to serve one or more additional consecutive terms of office.

Retirement and removal of Directors

- 3.14 Subject to Article 3.15, a Director's term of office automatically terminates if they:
- 3.14.1. reach the end of their term of office in accordance with Article 3.10 or 3.11
 - 3.14.2. resign by written notice to the Directors (but only if the total number of Director remaining in office will comply with Article 3.3);
 - 3.14.3. cease to meet the eligibility criteria (if any) set by the Directors from time to time in accordance with Article 3.4 and are removed by a resolution of a majority of the other Directors;
 - 3.14.4. are disqualified under the Charities Act from acting as a Charity Director or are prohibited by law from being a director of a company, or are disqualified from being a charity Director under the Charities and Director Investment (Scotland) Act 2005 or Charities Act (Northern Ireland) 2008;
 - 3.14.5. have become physically or mentally incapable of acting as a Director and may remain so for more than 3 Months and this is confirmed by a registered medical practitioner and are removed by a resolution of a majority of the other Directors;
 - 3.14.6. are absent without permission from four consecutive meetings of the Directors and are removed by a resolution of a majority of the other Directors;
 - 3.14.7. are removed by the Member by ordinary resolution, of which special notice has been given prior to the general meeting at which it is moved, in accordance with the provisions of the Companies Act;

3.14.8. are removed by a resolution passed by a majority of the other Directors for breaching their duties as a Director, or for breaching the Directors' Code of Conduct (if any), or if a majority of the other Directors reasonably believe that their removal as a Director is in the best interests of the Charity; or

3.14.9. die.

3.15 Before passing any resolution under Article 3.14.8 the others Directors will first invite the view of the Director concerned and have considered the matter in light of any such views.

4. DIRECTORS' PROCEEDINGS

4.1 The Directors must hold at least four meetings each year.

Quorum

4.2 No decision may be made by a meeting of the Directors unless a quorum is present at the time when the decision is made.

4.3 Subject to Article 4.4, quorum at a meeting (or, where specified below, part of a meeting) of the Directors is three Directors, which must include two Council Directors, unless such Council Directors are, in respect of any particular meeting (or part of a meeting) Conflicted Directors, in which case, the quorum for such meeting (or part of the meeting, as the case may be) shall be any two Un-Conflicted Directors.

4.4 For the purposes of any meeting (or part of a meeting) held pursuant to Article 9.4 to authorise a Conflict, if there are only two Un-Conflicted Directors in office other than the Conflicted Director(s) the quorum for such meeting (or part of a meeting) will be two Un-Conflicted Directors, being either Council Directors or Independent Directors.

Calling Directors' meetings

4.5 A Director may at any time, and the Secretary (if any) must at the request of a Director, summon a meeting of the Directors.

4.6 Notice of a meeting of the Directors may be given to a Director personally or by word of mouth or sent in writing to them at their last known postal or email address or any other postal or email address given by them to the Charity for this purpose.

4.7 Except where there are matters demanding urgent consideration, each Director must be given reasonable notice of each meeting of the Directors.

Attendance and voting at Directors' meetings

4.8 Subject to Article 4.9, a meeting of the Directors may be held in such a way as may be agreed by the Directors, provided all participants may Communicate with all the other participants simultaneously. This may include:

4.8.1. physical meetings where all participants are present in the same room;

4.8.2. virtual meetings where all participants access the meeting Virtually;

- 4.8.3. hybrid meetings where some participants attend physically and some attend Virtually;
- 4.8.4. satellite meetings where there are two or more physical venues linked Virtually and all participants are physically with at least one other participant.
- 4.9 In deciding how to conduct their meetings, the Directors must have regard to the impact their choice of venue or virtual platform has on how accessible their meeting is to all potential participants.
- 4.10 Where a Directors' meeting is being held Virtually (whether fully Virtually or partly Virtually) and there is a failure in the technology such that one or more participants is unable to Communicate with the other participants, those participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to Communicate is not re-established within 10 minutes, the Directors must adjourn the meeting. If the meeting is still quorate, the Directors may either continue the meeting or adjourn it.
- 4.11 The Chair, or if the Chair is not present, unable or unwilling to do so the Vice-Chair (if any), will preside at each meeting and if neither is present, able or willing then some other Director chosen by the Directors present will preside at the meeting.
- 4.12 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting provided that the number of Directors who are not Conflicted Directors is equal to or exceeds the number set as a quorum for a meeting of the Directors in accordance with Article 4.2. For this purpose the resolution may be contained in more than one document.
- 4.13 Every Director has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.
- 4.14 For the purposes of this Article 4, 'present' includes Directors who are participating in the meeting by any of the means permitted by Article 4.8.

5. DIRECTORS' POWERS

The Directors have the following powers in the administration of the Charity in their capacity as Directors:

- 5.1 To appoint (and remove) any person (who may be a Director) to act as Secretary in accordance with the Companies Act.
- 5.2 To delegate in writing any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be a Director, all proceedings of committees must be reported promptly to the Directors and the delegation may be revoked at any time. Unless the terms of the delegation provide otherwise, Articles 4.8, 4.9 and 4.10 will apply to committee meetings as if the references to Directors and Directors' meetings in those Articles were to committee members and committee meetings.

- 5.3 To delegate the day to day management of the affairs of the Charity in accordance with the directions of the Directors to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including, subject to Articles 7, 8 and 12, the payment of a salary) as they think fit.
- 5.4 To make such reasonable and proper standing orders, rules, regulations or bye laws for the proper conduct and management of the Charity provided that they are consistent with the Articles and the Companies Act.
- 5.5 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.6 To exercise any powers of the Charity which are not reserved to the Member under Article 12.1.

6. THE CHAIR AND VICE-CHAIR

- 6.1 The Chair and Vice-Chair (if any):
 - 6.1.1 will be appointed by the Directors from among their number and the term of each office may commence and end at different times; and
 - 6.1.2 will be appointed for a maximum term of office of two years from the date of appointment.
- 6.2 A retiring Chair or Vice-Chair who is eligible under Articles 3.4 and 3.14 may be reappointed as long as they remain appointed as a Director, provided that they will not serve for more than two consecutive terms, subject to Article 6.3.
- 6.3 The Directors may, in circumstances which they consider to be exceptional and in the best interest of the Charity, permit a Chair or Vice-Chair who has served two consecutive terms to serve one further term of office not exceeding two years, or the remainder of their term of office as a Director, whichever is the shorter.
- 6.4 The Vice-Chair will not automatically succeed an outgoing Chair and any Council Director will be eligible for the position of Chair.

7. APPLICATION OF INCOME AND PROPERTY

- 7.1 The income and property of the Charity will be applied solely towards the promotion of the Objects, but:
 - 7.1.1 a Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Charity;
 - 7.1.2 a Director may benefit from Director Indemnity Insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act; and
 - 7.1.3 the Charity will indemnify any Director or former Director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act.
- 7.2 A Director may not receive any benefit or payment unless it is authorised by Article 7.1 or Article 8.

7.3 Subject to Article 8, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Director or Connected Person:

- 7.3.1. receiving a benefit from the Charity in the capacity of a Beneficiary of the Charity;
- 7.3.2. being employed by or entering into contracts with the Charity and receiving reasonable and proper remuneration for any goods or services supplied to the Charity;
- 7.3.3. receiving interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate; or
- 7.3.4. receiving rent for premises let by the Member to the Charity, provided that the amount of the rent and the other terms of the lease must be reasonable and proper.

8. BENEFITS AND PAYMENTS TO DIRECTORS AND CONNECTED PERSONS

8.1 General provisions

- 8.1.1. No charity trustee or connected person may:
 - (a) buy or receive any goods or services from the charity on terms preferential to those applicable to members of the public;
 - (b) sell goods, services or any interest in land to the charity;
 - (c) be employed by, or receive any remuneration from, the charity;
 - (d) receive any other financial benefit from the charity; unless the payment is permitted by sub-clause 8.2 of this clause, or authorised by the court or the Charity Commission ('the Commission').
- 8.1.2. In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

8.2 Scope and powers permitting trustees' or connected persons' benefits

- 8.2.1. A charity trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.
- 8.2.2. A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.
- 8.2.3. Subject to sub-clause 8.3 of this clause a charity trustee or connected person may provide the charity with goods that are not

supplied in connection with services provided to the charity by the charity trustee or connected person.

8.2.4. A charity trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

8.2.5. A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

8.2.6. A charity trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

8.3 Payment for supply of goods only – controls

8.3.1. The charity and its charity trustees may only rely upon the authority provided by sub-clause 2(c) of this clause if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity and the charity trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

(c) The other charity trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

8.3.2. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.

8.3.3. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.

8.3.4. The reason for their decision is recorded by the charity trustees in the minute book.

8.3.5. A majority of the charity trustees then in office are not in receipt of remuneration or payments.

8.4 In sub-clauses 8.2 and 8.3 of this clause:

8.4.1. 'the charity' includes any company in which the charity:

(i) holds more than 50% of the shares; or

(ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more trustees to the board of the company.

9. CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

9.1 A Director must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Directors, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

9.2 Any Director who is or becomes a Conflicted Director in relation to any matter to be discussed by the Directors must:

9.2.1. absent themselves from those discussions, unless the Un-conflicted Directors invite the Conflicted Director to remain in order to provide information to assist the Un-conflicted Directors in their discussions; and

9.2.2. be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Directors, and will not be counted in the quorum for that part of the discussion.

9.3 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Directors the nature and extent of any interest in accordance with Article 9.1, a Director may be an unpaid director or other officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Articles 9.1 and 9.2 apply to this authorisation.

9.4 If a Conflict arises for a Director because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Articles, the Un-conflicted Directors may authorise that Conflict where the following conditions apply:

9.4.1. the Conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

9.4.2. the Conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;

9.4.3. the Un-conflicted Directors consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying; and

- 9.4.4. the Conflict does not involve a direct or indirect benefit of any nature to a Director or to a Connected Person.
- 9.5 Any authorisation of a Conflict under Article 9.4:
 - 9.5.1. may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 9.5.2. may impose upon the Conflicted Director such other terms for the purposes of dealing with the Conflict as the Directors think fit; and
 - 9.5.3. may provide that, where the Conflicted Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director) information that is confidential to a third party, they will not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.
- 9.6 Where the Un-conflicted Directors authorise a Conflict under Article 9.4, the Conflicted Director will be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Directors in relation to the Conflict.
- 9.7 The Directors may revoke or vary any authorisation given under Article 9.4 at any time, but this will not affect anything done by the Conflicted Director prior to such revocation or variation in accordance with the terms of such authorisation.

10. RECORDS AND ACCOUNTS

- 10.1 The Directors must comply with the requirements of the Charities Act and of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
 - 10.1.1. annual returns; and
 - 10.1.2. annual reports and accounts.
- 10.2 The Directors must also keep records of:
 - 10.2.1. all proceedings at meetings of the Directors, Members and committees;
 - 10.2.2. all resolutions in writing; and
 - 10.2.3. all reports of committees.
- 10.3 Accounting records relating to the Charity must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.
- 10.4 A copy of the Charity's Articles and latest available statement of account must be supplied on request to any Director. Copies of the latest accounts must also be

supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

11. MEMBERSHIP

- 11.1 The Charity must maintain a register of Members.
- 11.2 Membership is open to any individual or organisation interested in promoting the Objects who/which:
 - 11.2.1. applies to the Charity in the form required by the Directors; and
 - 11.2.2. is approved by the Directors.
- 11.3 The Directors may in their absolute discretion accept or decline to accept any application for membership and need not give reasons for doing so.
- 11.4 Membership is not transferable.
- 11.5 A person or organisation will cease to be a Member if:
 - 11.5.1. the Member resigns their Membership by notice in writing to the Charity (provided that there will be at least one Member thereafter);
 - 11.5.2. in the case of a corporate body, an order is made or a resolution is passed for its winding up or administration or it has a receiver appointed over all or some part of its assets;
 - 11.5.3. in the case of an organisation, it ceases to exist.

12. MATTERS RESERVED TO THE MEMBERS

- 12.1 The Directors must seek authority from the Member by way of written resolution or decision at general meeting prior to making any resolutions on the following matters:
 - 12.1.1. the appointment of a Director;
 - 12.1.2. the removal of a Director;
 - 12.1.3. the Charity entering into a contract of employment; or
 - 12.1.4. any decision which would require the Charity to incur or waive costs or liabilities of more than £10,000.
- 12.2 Membership rights, including those under 12.1, will be exercised by the Member reasonably and in the best interests of the Charity's objects.

13. IRREGULARITIES

- 13.1 The proceedings at any meeting or the passing of a written resolution or the making of any decision will not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

- 13.2 Subject to Article 13.3, all acts done by a meeting of Directors or by a committee or by a person acting as Director will be valid notwithstanding that it will afterwards be discovered that there was a defect in the appointment of any Director or any member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.
- 13.3 Article 13.2 does not permit a Director or Connected Person to keep any benefit that may be conferred on them by a resolution of the Directors or a committee of the Directors if, but for Article 13.2, the resolution would have been void.

14. GENERAL MEETINGS

- 14.1 Members are entitled to attend general meetings in person (which may be physically or, where applicable, Virtually) or, subject to compliance with Article 16, by proxy, or (in the case of a corporate member) by authorised representative.
- 14.2 General meetings are called on at least 14 days' written notice. The notice must:
- 14.2.1. specify the date, time and place of the meeting and, if applicable, the arrangements for accessing the meeting Virtually;
 - 14.2.2. the general nature of the business to be transacted indicating the business to be discussed and (if a Special Resolution is to be proposed) setting out the terms of the proposed Special Resolution;
 - 14.2.3. contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act and Article 16; and
 - 14.2.4. be given to all the Members, to all the Directors and, if any, the Charity's auditors.
- 14.3 A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from one or more Directors or the Member.
- 14.4 The proceedings at a meeting will not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.
- 14.5 A general meeting may be called by shorter notice if it is so agreed by the Member.
- 14.6 No business will be transacted at any general meeting unless a quorum is present.
- 14.7 A quorum for a general meeting is the sole member represented either in person (physically or, where applicable, Virtually) by either proxy or authorised representative.
- 14.8 If:
- 14.8.1. a quorum is not present within half an hour from the time appointed for the meeting: or
 - 14.8.2. during a meeting a quorum ceases to be present (including where technological issues mean that one or more of those attending Virtually is no longer able to participate fully in the meeting and this reduces the number of Members who are able to Communicate and vote below the quorum);

then:

- 14.8.3. the meeting will be adjourned to such time and place as the Directors will determine;
- 14.8.4. the Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting;
- 14.8.5. if no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person (physically or, where applicable, Virtually) or by proxy or (in the case of corporate members) by authorised representative at that time will constitute the quorum for that meeting.

14.9 Adjourned meetings:

- 14.9.1. The Members present in person (physically or, where applicable, Virtually) or by proxy at a meeting may resolve by Ordinary Resolution that the meeting will be adjourned.
- 14.9.2. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 14.9.3. No business will be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 14.9.4. If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice will be given of the reconvened meeting stating the date, time and place of the meeting.

14.10 At all general meetings the Chair will preside. If there is no such Chair or if the Chair is not present or is unwilling or unable to act, the Vice-Chair (if any) will chair the meeting, if the Vice-Chair is not present, any Director may chair the meeting.

14.11 The Charity must hold an AGM every year and within 15 months of the previous AGM.

14.12 The business to be transacted at the AGM must include Members:

- 14.12.1. receiving the accounts of the Charity for the previous Financial Year;
- 14.12.2. receiving a written report on the Charity's activities;
- 14.12.3. being informed of the retirement of those Directors who wish to retire or who are retiring by rotation;
- 14.12.4. electing Directors to fill the vacancies arising; and
- 14.12.5. appointing reporting accountants or auditors for the Charity.

15. VOTING AT GENERAL MEETINGS

- 15.1 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.
- 15.2 A Director will, notwithstanding that they are not a Member, be entitled to attend and speak at any General Meeting or AGM.
- 15.3 A vote on a resolution proposed at a meeting will be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 15.4 On a show of hands or on a poll, every Member, whether an individual or an organisation, will have one vote.
- 15.5 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the Written Resolution may be set out in more than one document.
- 15.6 Any organisation which is a Member of the Charity may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised will be entitled to exercise the same powers on behalf of the organisation which they represent as that organisation could exercise if it were an individual Member of the Charity.

16. USE OF PROXY BY MEMBERS

A Member is entitled to appoint another person as their proxy, in accordance with the Companies Act, to exercise all or any of their rights to attend and to speak and vote at a meeting of the Charity.

17. LIMITED LIABILITY

The liability of Members is limited.

18. GUARANTEE

- 18.1 Every Member promises, if the Charity is dissolved while they remain a Member or within one year after they cease to be a member, to pay up to £10 towards:
- 18.1.1. payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;
- 18.1.2. payment of the costs, charges and expenses of winding up; and
- 18.1.3. the adjustment of rights of contributors among themselves.

19. COMMUNICATIONS

- 19.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:
- 19.1.1. by hand;

- 19.1.2. by post;
- 19.1.3. by suitable Electronic Means (where specific consent has been received from the Member or Director).
- 19.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.
- 19.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 19.3.1. 24 hours after being sent by Electronic Means or delivered by hand to the relevant address;
 - 19.3.2. two clear days after being sent by first class post to that address;
 - 19.3.3. three clear days after being sent by second class or overseas post to that address;
 - 19.3.4. immediately on being handed to the recipient personally; or, if earlier,
 - 19.3.5. as soon as the recipient acknowledges actual receipt.
- 19.4 A technical defect in service of any notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

20. DISSOLUTION

- 20.1 If the members resolve to dissolve the charity the trustees will remain in office as charity trustees and be responsible for winding up the affairs of the charity in accordance with this clause.
- 20.2 The trustees must collect in all the assets of the charity and must pay or make provision for all the liabilities of the charity.
- 20.3 The trustees must apply any remaining property or money:
 - (a) directly for the objects;
 - (b) by transfer to any charity or charities for purposes the same as or similar to the charity;
 - (c) in such other manner as the Charity Commission for England and Wales ('the Commission') may approve in writing in advance.
- 20.4 The members may pass a resolution before or at the same time as the resolution to dissolve the charity specifying the manner in which the trustees are to apply the remaining property or assets of the charity and the trustees must comply with the resolution if it is consistent with paragraphs (a) – (c) inclusive in sub-clause (3) above.
- 20.5 In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity).

20.6 The trustees must notify the Commission promptly that the charity has been dissolved. If the trustees are obliged to send the charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the charity's final accounts.

21. DEFINITIONS AND INTERPRETATION

21.1 The Articles are to be interpreted without reference to the Model Articles under the Companies Act, which do not apply to the Charity.

21.2 In the Articles, unless the context indicates another meaning:

- AGM** : means an annual general meeting of the Charity
- the Articles** : means the Charity's Articles of Association and 'Article' refers to a particular Article
- 'Beneficiary' and 'Beneficiaries' Chair** : means the individual or individuals who qualify as beneficiaries of the Charity in accordance with the Objects
- Charity** : means the company governed by the Articles
- Charities Act** : means the Charities Act 2011
- Charity Director** : has the meaning prescribed by section 177 of the Charities Act
- clear day** : does not include the day on which notice is given or the day of the meeting or other event
- the Commission** : means the Charity Commission for England and Wales or any body which replaces it
- Communicate** : includes both incoming and outgoing communication
- Companies Act** : means as defined in section 2 of the Companies Act 2006
- Conflict** : means any situation in which a Director has or might have a direct or indirect interest (including but not limited to any personal financial interest) that conflicts or possibly might conflict, with the interests of the Charity or which conflicts or possibly might conflict with that Director's duty to act solely in the interests of the Charity
- Conflicted Director** : means a Director in respect of whom a Conflict exists
- Connected Person** : means, in relation to a Director:
- (i) a child, parent, grandchild, grandparent, brother or sister of that Director;
 - (ii) the spouse or civil partner of that Director or of any person falling within (i) above;

- (iii) a person carrying on business in partnership with that Director or with any person falling within (i) or (ii) above;
- (iv) an institution which is controlled (whether directly or through one or more nominees):
 - (1) by that Director or any person falling within (i), (ii) or (iii) above or (v) below; or
 - (2) by two or more persons falling within (1) above, when taken together;
- (v) a body corporate in which:
 - (1) that Director or any person falling within (i), (ii) or (iii) or (iv) or (v) above has a substantial interest; or
 - (2) two or more persons falling within (1) above who, when taken together, have a substantial interest;

and sections 350 – 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition

- Council Director** : means a Director who is also a serving councillor of the Town Council at the time of appointment as Director
- Custodian** : means a person or body who undertakes safe custody of assets or of documents or records relating to them
- Data Protection Laws** : all laws (whether of the UK or any other jurisdiction) relating to the use, protection and privacy of Personal Data (including the privacy of electronic communications) which are from time to time applicable to the Charity.
- Director** : means a director of the Charity being also a charity trustee
- Electronic Means** : refers to a document or information sent or supplied in electronic form where it is sent or supplied by electronic means (for example by email or fax), or by any other means while in an electronic form (for example sending a disc by post)
- Financial Benefit** : means a benefit, direct or indirect, which is either money or has a monetary value
- Financial Expert** : means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
- Financial Year** : means the Charity's financial year
- Firm** : includes a limited liability partnership
- Indemnity Insurance** : means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned

	: knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
Independent Director	: means a Director who is not a serving member or employee of the Town Council nor a Connected Person
'Member' and 'Membership'	: refer to company membership of the Charity as a company law member pursuant to the Companies Act
Memorandum	: means the Charity's Memorandum of Association
Model Articles	: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229)
Month	: means calendar month
Nominee Company	: means a corporate body registered or having an established place of business in England and Wales which holds title to property for another
Ordinary Resolution	: has the meaning given in section 282 of the Companies Act. Where applicable, 'Members' in this definition means a class of Members
Objects	: means the Objects of the Charity as defined in Article 1
Personal Data	: has the meaning given to that term in Article 4 of the UK GDPR
Secretary	: means a company secretary
Special Resolution	: has the meaning given in section 283 of the Companies Act. Where applicable, 'Members' in this definition means a class of Members
Supplier	: has the meaning given in Article Error! Reference source not found.
Taxable Trading	: means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax
Town Council	: means Colehill Town Council
Director	: means a Director of the Charity and 'Directors' means the Directors
Vice-Chair	: means the vice-chair (if any) of the Directors appointed under Article 6
Virtually	: means by telephone link, video link, or other technology enabling all participants to Communicate with one another in real time without being physically present in the same place

'written' or 'in writing' : refers to a legible document on paper or a document or communication sent by Electronic Means which is capable of being printed out on paper

UK GDPR : has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

Un-conflicted Directors : means the Directors who do not have a Conflict in relation to the matter in question

Written Resolution : has the meaning given in section 288 of the Companies Act

year : means calendar year

21.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

21.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.