

ICOM LEGAL AND REGISTRATION SERVICES

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COMPANY LIMITED BY GUARANTEE

Memorandum and Articles

of Association of

**CHAPTER (WEST CHESHIRE) LTD**

**Company N<sup>o</sup> 3294547**

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INDUSTRIAL COMMON OWNERSHIP MOVEMENT LIMITED  
VASSALLI HOUSE  
20 CENTRAL ROAD  
LEEDS LS1 6DE  
Tel: (0113) 246 1737  
Fax: (0113) 244 0002





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

Company No. 3294547

The Registrar of Companies for England and Wales hereby certifies that  
CHAPTER (WEST CHESHIRE) LTD

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 19th December 1996

*R. C. Edwards*  
R. C. EDWARDS

For the Registrar of Companies



The Companies Acts 1985 – 1989  
COMPANY LIMITED BY GUARANTEE

## Resolution

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of

CHAPTER (West Cheshire) Ltd

Company No.3294547

We, the undersigned, declare that the following is a true copy of a Special Resolution of the above company duly passed by the requisite majority at a General Meeting held on 20 October 1998.

IT IS RESOLVED THAT:

1. **The memorandum of association be amended as follows:**

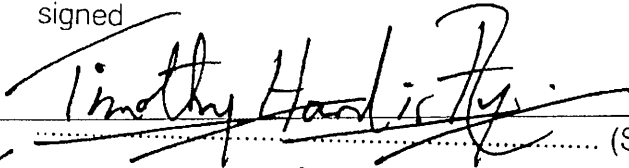
(1) Insert into memorandum 4 as clause (o) the following: 'To provide indemnity insurance to cover the liability of the members of the Management Committee, (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of Trust or breach of duty of which they may be guilty in relation to the Company; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the company and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the Management Committee member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation'.

(2) Insert in memorandum 6 as clause (f) the following: 'The payment of any premium as permitted by clause 4(o);

2. The articles of association be amended as follows:

(1) Delete Article 66 in its entirety.

signed

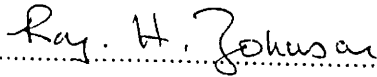


..... (Signature)

TIMOTHY HARIDISTY

..... (Printed Name)

(Director)



..... (Signature)

R. H. JOHNSON

..... (Printed Name)

(Secretary) L:\Legal\Richard\Resolut. Ion\Chapter\Chapter.Res

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Memorandum of Association of

**CHAPTER (West Cheshire) Ltd**

*(as amended by special resolution on 20 October 1998)*

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1. The name of the Company is "CHAPTER (West Cheshire) Ltd".
2. The registered office of the Company will be situated in England and Wales.
3. The objects of the Company shall be to promote the benefit of persons who have or have had mental health problems in particular through the provision of education and training services.
4. In furtherance of the above objects, but not otherwise, the Company shall have the following powers:
  - (a) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
  - (b) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any other rights or privileges which the Company may think necessary for the promotion of its objects;
  - (c) To construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
  - (d) To publish books, pamphlets, reports, leaflets; journals, audio tapes, video tapes, films and instructional matter and to run lectures, seminars, conferences and courses;
  - (e) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same;
  - (f) Subject to such consents, if any, as may be required by law, to borrow or raise money for the Company on such terms and on such security as may be thought fit;
  - (g) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;
  - (h) To invest the monies of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also as hereinafter provided;
  - (i) To sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the

time being of the Company subject to the provisions of this Memorandum of Association;

- (j) To engage or employ such personnel (not being members of its Management Committee), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company;
- (k) To open and operate bank accounts and other facilities for banking in the name of the Company;
- (i) To enter into any contracts with statutory, voluntary or other bodies as are considered necessary or convenient for the achievement of the Company's objects;
- (m) To raise funds and invite and receive contributions from any person and persons whatsoever by way of subscription and otherwise provided that the Company shall not undertake any substantial permanent trading activities in raising funds for the said objects;
- (n) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.
- (o) To provide indemnity insurance to cover the liability of the members of the Management Committee, (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of Trust or breach of duty of which they may be guilty in relation to the Company; (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the company and in the case of (ii) shall not extend to any liability to make such a contribution, where the basis of the Management Committee member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation

PROVIDED THAT:

- (1) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (2) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property that may come into their hands the Management Committee (being the board of directors of the Company) shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such Management Committee would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee but they shall, as regards such property,

be subject jointly and separately to such control and authority as if the Company were not incorporated;

- (3) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

5. In carrying out its objects the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in access to facilities provided by the Company.

6. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Company; PROVIDED THAT nothing shall prevent any payment in good faith by the Company:

- (a) Of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Management Committee except as specifically provided for in the Company's Articles of Association) for any services rendered to the Company;
- (b) Of interest on money lent by any member of the Company (or of its Management Committee) at a rate per annum not exceeding 2 per cent below the base lending rate of the Company's bankers from time to time;
- (c) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Management Committee);
- (d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee may be a member holding not more than 1/100th part of the capital of the company;
- (e) Of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Company or is represented on the Management Committee provided that any such assistance is in respect of charitable activities in furtherance of the objects of the Company;
- (f) The payment of any premium as permitted by clause 4(o);
- (g) To any member of the Management Committee in respect of reasonable out-of-pocket expenses.

7. The liability of the members is limited.

8. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound.

9. In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to some other charitable institution or institutions having objects similar to or compatible with any of the objects of the Company as may be determined by a General Meeting at the time of or prior to the winding up or dissolution of the Company.
10. ~~No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Company to cease to be a charity in law.~~

- HRB/ICOM 1995 -



The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

Articles of Association of

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**CHAPTER (West Cheshire) Ltd**

*(as amended by special resolution on 20 October 1998)*

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**Interpretations**

1. In these Articles:

"The Act" means the Companies Act 1985 as amended by the Companies Act 1989 and any other amendments from time to time in force.

"The Company" means the above-named company.

"The Management Committee" means all those persons for the time being appointed to perform the duties of directors of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"Employee" means anyone for the time being holding a contract of employment with the Company.

"The Seal" means the common seal of the Company.

2. "In writing" shall be taken to include references to writing, printing, photocopying, or other modes of representing or reproducing words in a visible form.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, notwithstanding whether or not these Articles have been amended to comply with such instrument or regulation.

**Members**

3. The first members of the Company shall be the Subscribers to the Memorandum of Association.

4. The Management Committee shall admit into membership any individual who supports the objects of the Company irrespective of gender, sexual orientation, political, religious or other opinion, nationality or race, provided that s/he shall have paid or agreed to pay the annual subscription for the time being in force (if any).

**Register of Members**

We, the several persons whose names, addresses, signatures and descriptions are below subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association:

NAMES, SIGNATURES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

Name ANTONY ROBERT MURPHY Address 22 HAWTHORN ROAD  
Signature AR Murphy CHESTER  
Occupation Special Needs Housing

Name JOE REDMOND Address 27 LANGDALE RD  
Signature Joe Redmond HEATON CHAPEL  
Occupation CHAIN WORKER SNOOKART SKY SAP

Name TIMOTHY HARDISTY Address 01 GOSFORTH PLACE  
Signature ~~Timothy Hardisty~~ HOOLE  
Occupation RAILMAN CHESTER

Name RITA ASHTON Address BROOKDALE CENTRE  
Signature Rita Ashton BROOKDALE PLACE  
Occupation MANAGER CHESTER CH1 3DY

Name ..... Address .....  
Signature .....  
Occupation .....

Name ..... Address .....  
Signature .....  
Occupation .....

Name ..... Address .....  
Signature .....  
Occupation .....

DATED THIS 22<sup>nd</sup>..... DAY OF OCTOBER 1996.....

Witness to the above signatures:

Name PHYLLIS SWALES Address 29 Pine Gardens  
Signature Phyllis Swales Lipton-by Chester  
Occupation Retired Teacher CHESTER CH2 1DB

5. The Company shall maintain a Register of Members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member. A member shall notify the Secretary in writing within seven days of a change to her/his name or address.
  6. Every member shall be entitled on request to receive a copy of the Memorandum & Articles of Association of the Company at no charge.
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#### **Cessation of Membership**

7. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
8. A member shall cease to be a member immediately that s/he:
  - (a) fails to pay the annual subscription (if any) within three months of its becoming due; or
  - (b) resigns in writing to the Secretary; or
  - (c) dies; or
  - (d) is expelled by the Management Committee for conduct prejudicial to the Company, provided that any member whose expulsion is proposed shall have the right to make representation to the meeting at which the decision is to be made.

#### **General Meetings**

9. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. Provided the first Annual General Meeting shall be held within eighteen months of incorporation, it need not be held in the year of incorporation nor in the following year.
10. The business of an Annual General Meeting shall comprise:
  - (a) the consideration of the Report and Accounts presented by the Management Committee;
  - (b) the election of Management Committee members;
  - (c) the election of Honorary Officers to include a Chairperson, Vice Chairperson and Treasurer;
  - (d) the appointment and the fixing of the remuneration of the auditor or auditors;
  - (e) such other business as may have been specified in the notices calling the meeting.
11. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

12. The Management Committee may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten per cent of the members of the Company, as provided by section 368 of the Act.
13. Decisions at General Meetings shall be made by passing resolutions:
  - (a) Decisions involving an alteration to the Memorandum or Articles of Association of the Company and other decisions so required from time to time by statute shall be made by a Special Resolution. Certain decisions, as required by statute, shall be made by Extraordinary Resolutions. A Special or an Extraordinary Resolution may only be passed by a majority of not less than three-quarters of votes cast at a General Meeting.
  - (b) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast at a General Meeting.

### **Notices**

14. An Annual General Meeting and any General Meeting which is to consider a Special Resolution or which is to consider a proposal to remove the auditor or a member of the Management Committee shall be called by at least twenty-one clear days notice. Any other General Meeting shall be called by at least fourteen clear days notice.
15. Notice of every General Meeting shall be given in writing to every member of the Company and of its Management Committee and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office.
16. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special or an Extraordinary Resolution or a proposal to remove the auditor or a member of the Management Committee, such resolution shall be specified verbatim in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised shall be specified. No business may be conducted at an Extraordinary General Meeting other than the business specified on the notices calling it.
17. Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.
18. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

### **Proceedings at General Meetings**

19. On any resolution to be decided on a show of hands, only members present in person shall be entitled to cast a vote. Members present by proxy may only vote on

resolutions to be decided by secret ballot. Only one vote may be cast by or on behalf of each member on any particular resolution.

20. Any person, whether or not a member of the Company, may act as proxy for a member who is absent from the meeting provided that any person claiming to act as proxy for any member shall produce written authorization signed by the member in question to act as proxy on her/his behalf. A proxy may be instructed by the member for whom s/he is acting to vote this way or that on a particular resolution, or may be authorised to vote in accordance with her/his own judgement.

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20. A member shall declare an interest in, and shall not debate or vote in respect of, any matter in which s/he has a personal material or financial interest without the permission of a majority of the other members present.
21. No business shall be transacted at a General Meeting unless a quorum of members is present in person. Unless and until otherwise decided by a General Meeting, seven members or one-third of the membership, whichever is the greater, shall be a quorum.
22. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Management Committee may decide and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only subject to an absolute minimum of two members present.
23. At every General Meeting the Chairperson of the Company shall preside, but if s/he is not present within twenty minutes after the time appointed for the commencement of the meeting the Vice-Chairperson shall preside in the event of their absence the members present shall choose one of their number to be Chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
24. The Chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
25. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
26. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by the Chairperson or by at least two members present. A secret ballot may not be demanded on any question

concerning the selection of a Chairperson for a meeting or on any question of adjournment. Unless a secret ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.

27. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs.
28. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a secret ballot may be withdrawn.
29. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall have a second or casting vote.
30. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the same form, each signed by or for one or more members.
31. The Company may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

#### **The Management Committee**

32. The Company shall have a Management Committee comprising not less than six and not more than sixteen persons.
33. For the avoidance of doubt, the members of the Management Committee are the directors of the Company within the meaning of the Act.
34. The initial Management Committee of the Company from incorporation until the first Annual General Meeting shall be appointed by the Subscribers to the Memorandum of Association.
35. Up to twelve Management Committee members shall be elected individually at the Annual General Meeting by the members present subject to article 36. In addition the Management Committee may co-opt up to four persons to the Management Committee who may or may not be members of the Company.
36. Subject to Article 41 below:
  - (a) At the end of each Annual General Meeting one-third of the elected members of the Management Committee, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office. The members to retire shall be those longest in office since their last election. Regarding members of the Management Committee who have been in office for the same length of

time then, in the absence of agreement, members to retire shall be selected by lot. Retiring members shall be eligible for re-election.

- (b) Co-opted Management Committee members shall serve until the end of the Annual General Meeting following their co-option but may be removed at any time by the Management Committee. Retiring co-opted members shall be eligible for further co-option.

37. ~~Under no circumstances shall any employee of the Company or any person aged less than eighteen years or who is otherwise prohibited by law from serving as a trustee of a charity be a member of the Management Committee.~~

38. A Management Committee member shall declare an interest in and shall not speak or vote in respect of any matter in which s/he has a personal material or financial interest or any connected matter.

39. Management Committee members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Company or in connection with the business of the Company.

40. Any Management Committee member, being a solicitor or other person engaged in any profession, shall be entitled to charge and be paid all usual professional or other charges for work done on behalf of the Company by her/him or her/his firm when so instructed by the Management Committee; provided that nothing shall authorise a Management Committee member or his/her firm to act as auditor to the Company.

41. The office of Management Committee member shall be vacated if s/he:

- (a) resigns her/his office in writing to the Company; or
- (b) in the opinion of a majority of the Management Committee, fails to declare her/his interest in any contract as referred to in Article 38; or
- (c) becomes bankrupt or, in the opinion of the Management Committee, incapable on medical or psychological grounds of carrying out the duties of a Management Committee member, or is otherwise prevented by law from continuing as a company director; or
- (d) is removed from office by Ordinary Resolution of the Company in General Meeting in accordance with Section 303 of the Act; or
- (e) is prohibited by law from serving as the trustee of a charity; or
- (f) being an elected member, ceases to be a member of the Company.

#### **Powers and Duties of the Management Committee**

42. The business of the Company shall be managed by the Management Committee who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting. No regulation made by the Company in General Meeting shall invalidate any prior act of the Management Committee which would have been valid had that regulation not been made.

43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Management Committee shall from time to time direct, provided that all instruments of expenditure above a certain limit specified from time to time by the Management Committee must be signed by at least two Management Committee members.

~~44. Without prejudice to its general powers, the Management Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, subject to such consents as may be required by law.~~

#### **Proceedings of the Management Committee**

45. Members of the Management Committee may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at meetings shall be decided by a majority of votes.
46. In the case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.
47. The Chairperson may and the Secretary on the requisition of at least two Management Committee members shall summon a meeting of the Management Committee by giving reasonable notice to all its members. It shall not be necessary to give notice of a meeting of the Management Committee to any of its members for the time being absent from the United Kingdom.
48. The quorum necessary for the transaction of the business of the Management Committee shall be three members or one-third of the total Management Committee, whichever is the greater.
49. The Management Committee may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Committee may act for the purposes of increasing the number of Management Committee members to that number, or of summoning a General Meeting of the Company, but for no other purpose.
50. At every Management Committee meeting the Chairperson of the Company shall preside, but if s/he is not present within twenty minutes after the time appointed for the commencement of the meeting the Vice-Chairperson shall preside in the event of their absence the Management Committee members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
51. The Management Committee shall cause accurate records to be made, in books provided for that purpose, of:
- (a) the name, details and date of appointment of all persons appointed to office;



- (b) the names of the Management Committee members, officers, members and other persons present at all General, Management Committee and Sub-Committee meetings of the Company;
- (c) minutes of all proceedings and resolutions at all General, Management Committee and Sub-Committee meetings of the Company;
- (d) all applications of the Seal to any document.

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52. ~~All such records and minutes shall be open to inspection during normal working hours by any member of the Management Committee and by any person authorised by the Company in General Meeting. Minutes of General Meetings shall be available for inspection by any member of the Company during normal working hours.~~
53. The Management Committee may delegate any of their powers to Sub-Committees consisting of such members of their body and others as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management Committee which regulations shall always include provision for regular and prompt reports to the Management Committee.
54. All acts done by any meeting of the Management Committee or by any person acting as a member of the Management Committee shall, even if it be afterwards discovered that there was some defect in the appointment of any Management Committee member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Management Committee member.
55. A resolution in writing, signed by all the Management Committee members who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Committee, and may consist of several documents in the same form, each signed by one or more Management Committee members.
56. The Management Committee may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

#### **Secretary**

57. The Management Committee shall appoint a Company Secretary for such term at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by them. No remuneration may be paid to a Secretary who is also a member of the Management Committee.
58. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Management Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

#### **The Seal**

59. If the Company has a Seal, it shall only be used by the authority of the Management Committee and every instrument to which the Seal shall be applied shall be signed by a Management Committee member and shall be countersigned by the Secretary or by a second Management Committee member. Every such application of the Seal shall be minuted.

### Accounts

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60. The Management Committee shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:
- (a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Company;
  - (c) the assets and liabilities of the Company.
- Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.
61. The accounts shall be kept at the Registered Office of the Company or, subject to section 222 of the Act, at such other place or places as the Management Committee thinks fit, and shall always be open to the inspection of all members and officers and by other persons authorised by the Company in General Meeting.
62. The Management Committee shall from time to time, in accordance with sections 227 and 241 of the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections.
63. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the auditor's report and Management Committee's report shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of section 240(4) of the Act, be sent to every member of and every holder of debentures of the Company; provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures. The auditor's report shall be open to inspection and shall be read before the meeting.

### Audit

64. Subject to such statutory regulations or exemptions as may be for the time being in force, once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors.
65. Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act.

### Indemnity

66. Subject to the provisions of section 310 of the Act, in the execution of the objects of the Company no member of the Management Committee or the Secretary, auditor or other officer of the Company shall be liable for any loss to the property of the Company arising by reason of any improper investment made in good faith (so long as s/he shall have sought professional advice before making such investment) or ~~for the negligence or fraud of any agent employed by them in good faith (provided~~ reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary, or by reason of any mistake or omission made in good faith by any of the above persons or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the person(s) in question.

### Dissolution

67. Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

NAMES, SIGNATURES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

Name ANTHONY ROBERT MURPHY Address 22 HAWTHORN ROAD  
 Signature AR Murphy CHESTER  
 Occupation Special Needs Housing CH3 7BL

Name JOE BEOHOND Address 27 LANGDALE RD  
 Signature Joe Beohond HEATON CHAPEL  
 Occupation Charity Worker STOCKPORT SK4 5AP

Name TIMOTHY HARDISTY Address 01 GOSFORTH PLACE  
 Signature ~~Timothy Hardisty~~ HOOLE  
 Occupation RAILMAN CHESTER.

Name RITA ASHTON Address BROOKDALE CENTRE  
 Signature Rita Ashton BROOKDALE PLACE  
 Occupation MANAGER CHESTER CH1 3DY

Name ..... Address .....  
 Signature .....  
 Occupation .....

Name ..... Address .....  
 Signature .....  
 Occupation .....

Name ..... Address .....  
 Signature .....  
 Occupation .....

DATED THIS 22<sup>nd</sup> DAY OF OCTOBER 1996

Witness to the above signatures:

Name PHYLLIS SWALES Address 29 Pine Gardens  
 Signature Phyllis Swales Upton - by - Chester  
 Occupation Retired Teacher Chester CH2 1DB