

Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF ALTOFTS COMMUNITY SPORTS FOUNDATION (TRADING) LIMITED

1. OBJECTS

- 1.1 The Company is established to procure profits and gains for the purpose of paying the same to the local charity known as Altofts Community Sports Foundation Limited (registered charity number: **1142340**) ("the Charity").
- 1.2 The object of the Company is to carry on any trade or business whatsoever; and
- 1.3 The Company has power to do all such things as are incidental to or conducive to the carrying on of any trade or business by it.

('the Objects')

2. MEMBERSHIP

- 2.1 The number of members with which the Company proposes to be registered is one
- 2.2 The Company must maintain a register of members
- 2.3 The sole member of the Company is Altofts Community and Sports Foundation Limited, a company limited by guarantee number **07525158** and a registered charity number **1142340**, acting by its Company Secretary or such other trustee or officer as the Trustees shall by ordinary resolution appoint (the Charity)
- 2.4 Membership of the Company is not transferable

3. LIMITED LIABILITY

The liability of members is limited.

4. GUARANTEE

Every member promises, if the Company is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the cost of dissolution and the liabilities incurred by the Company while the contributor was a member.

5. GENERAL MEETINGS

- 5.1 Subject to the provisions of the Act, the Company shall dispense with the holding of general meetings and all resolutions of the Company shall be passed by way of written resolution signed by the duly authorised representative of the Charity. The date of each such written resolution shall be the date on which the duly authorised representative signs.
- 5.2 If in accordance with the Act a general meeting is required to be called then the provisions of articles 40 to 63 inclusive of Table A in force on the date of incorporation of the company shall apply to such meeting.

6. THE DIRECTORS

- 6.1 The Directors have control of the Company and its property and funds
- 6.2 The Board of Directors, when complete, consists of at least three and not more than four individuals.
- 6.3 The first Directors are the persons named in the Form IN01 upon incorporation.
- 6.4 Thereafter, Directors may be appointed and removed by ordinary resolution of the Charity, provided that the appointment does not cause the number of Directors to exceed four
- 6.5 Every Director must sign a declaration of willingness to act as a Director of the Company before he or she is eligible to vote at any meeting of the Directors
- 6.6 A Director's term of office automatically terminates if he or she:
- 6.6.1 is disqualified under the Act from acting as a Company Director
 - 6.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 6.6.3 is absent from 4 consecutive Directors meetings unless agreed by the other Directors
 - 6.6.4 is removed by the Charity under clause 6.4
 - 6.6.5 resigns by written notice to the Charity (but only if at least two Directors will remain in office)
- 6.7 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting

7. BENEFITS TO MEMBERS AND DIRECTORS

- 7.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company but
 - 7.1.1 members and Directors may be paid interest at a reasonable rate on money lent to the Company
 - 7.1.2 members and Directors may be paid a reasonable rent or hiring fee for property let or hired to the Company
- 7.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except
 - 7.2.1 as mentioned in clauses 7.1 or 7.3
 - 7.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company
 - 7.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings)
 - 7.2.4 payment to any company in which a Director has no more than a 1 per cent shareholding
- 7.3 A Director:
 - 7.3.1 who is also a Director of the Charity must not receive any payment of money or other material benefit from the Company whatsoever except as provided by clause 7.2;
 - 7.3.2 who is not also a Director of the Charity may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit, but only with prior agreement in writing by at least two thirds of the Board of Directors, and provided that
 - (a) the goods or services are actually required by the Company, and
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 7.4
- 7.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, the Director concerned must:
 - 7.4.1 declare an interest at or before discussion begins on the matter
 - 7.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 7.4.3 not be counted in the quorum for that part of the meeting, and
 - 7.4.4 withdraw during the vote and have no vote on the matter

- 7.5 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 7.6 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

8. DIRECTORS POWER TO AUTHORISE A CONFLICT OF INTEREST

- 8.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
- 8.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 7.4;
- 8.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
- 8.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.
- 8.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 8.1 **Error! Reference source not found.** then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 8.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 8.1 (subject to any limits or conditions to which such approval was subject).

9. PROCEEDINGS OF DIRECTORS

- 9.1 The Directors must hold at least 3 meetings each year
- 9.2 A quorum at a meeting of the Directors is three Directors
- 9.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants
- 9.4 The Chair or (if the Chair is unable or unwilling to do so within 15 minutes from the start of the meeting) some other Director chosen by the members of the Board of Directors present presides at each meeting

- 9.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the members of the Board of Directors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 9.6 Except for the Chair of the Meeting, who has a second or casting vote, every Director has one vote on each issue
- 9.7 A procedural defect of which the members of the Board of Directors are unaware at the time does not invalidate decisions taken at a meeting

10. POWERS OF THE DIRECTORS

The Directors have the following powers in the administration of the Company:

- 10.1 to appoint (and remove) any person (who may be an employee or a Director) to act as Secretary to the Company in accordance with the Act
- 10.2 to appoint a Chair and other honorary officers from among their number
- 10.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be Directors and all proceedings of committees must be reported promptly to the Board of Directors)
- 10.4 to make Standing Orders consistent with these Articles and the Act to govern proceedings at general meetings
- 10.5 to make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 10.6 to make Regulations consistent with these Articles and the Act to govern the administration of the Company
- 10.7 to establish Procedures to assist the resolution of disputes within the Company
- 10.8 to exercise any powers of the Company which are not reserved to a general meeting

11. RECORDS AND ACCOUNTS

- 11.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
 - 11.1.1 annual reports
 - 11.1.2 annual returns

- 11.1.3 annual statements of account
- 11.2 The Directors must keep proper records of
 - 11.2.1 all proceedings at general meetings
 - 11.2.2 all proceedings at meetings of the Directors
 - 11.2.3 all reports of committees and
 - 11.2.4 all professional advice obtained
- 11.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by members who are not Directors if the Board of Directors so decides
- 11.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

12. NOTICES

- 12.1 Notices under these Articles may be sent by hand or by post or by suitable electronic means.
- 12.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 12.3.1 twenty four hours after being sent by electronic means or delivered by hand to the relevant address
 - 12.3.2 two clear days after being sent by first class post to that address
 - 12.3.3 three clear days after being sent by second class or overseas post to that address
 - 12.3.4 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier,
 - 12.3.5 as soon as the member acknowledges actual receipt
- 12.4 A technical defect in the giving of notice of which the Directors are unaware of at the time does not invalidate decisions taken at a meeting

13. DISSOLUTION

If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by transfer to the Charity, or to one or more other bodies established for exclusively charitable or non profit making purposes within, the same as or similar to the Objects of the Charity.

14. INTERPRETATION

14.1 'The Act' means the Companies Act 2006

'these Articles' means these Articles of Association

'Chair' means the Chair of the Board of Directors

'the Company' means the company governed by these Articles

'clear day' means twenty four hours from midnight following the relevant event

'Director' means a member of the Board of Directors

'financial year' means the period covered by the financial statements

'material benefit' means a benefit which may not be financial but has monetary value

'member' and 'membership' refer to membership of the Company or of the Board of Directors as the context admits

'Memorandum' means the Company's Memorandum of Association

'month' means calendar month

'the Objects' means the Objects of the Company as defined in clause 1 of these Articles

'Secretary' means the Secretary of the Company

'written' or 'in writing' refers to a legible document on paper including a fax message

'year' means calendar year

14.2 Expressions defined in the Act have the same meaning

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