

The Companies Acts 1985 to 1989
Company Limited by Guarantee And
Not Having a Share Capital
Company Number 4759519

**MEMORANDUM AND ARTICLES OF
ASSOCIATION**

OF

PLAS MADOC COMMUNITIES FIRST

Incorporated the 9th day of May 2003
(As amended by resolution dated 9th May 2003)

ASHCROFT CAMERON
CHARTERED SECRETARIES & COMPANY REGISTRATION AGENTS
19 Glasgow Road
PAISLEY
PA1 3QX
Telephone: (0141) 848 9652
Fax: (0141) 848 9672
Email: ashcroft.cameron@ndirect.co.uk

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

PLAS MADOC COMMUNITIES FIRST

1. The name of the Company is PLAS MADOC COMMUNITIES FIRST and in this document it is called "the Company".
2. The registered office of the Company will be situated in Wales.
3. The objects for which the Company is established (and which are referred to in this document as "the Objects") are to promote the benefit of the inhabitants of Plas Madoc in the County Borough of Wrexham by the relief of poverty, sickness and distress, the advancement of education, and provision of recreation and leisure time facilities through the improvement of the local environment and the utilisation of open spaces in the interest of social welfare in order that their conditions of life may be improved.
4. In furtherance of the Objects but not further or otherwise the Company shall exercise the following powers:
 - (i) Subject to such consents as are by law required to borrow or raise or secure the payment of money for the furtherance of the Objects of the Company in such manner and on such security as the Company may think fit;
 - (ii) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise, provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part or in such circumstances as the Company shall think fit, and provided also that the Company shall not undertake any substantial permanent trading activities for the purpose of raising funds for the Objects and shall conform to any relevant statutory regulations;
 - (iii) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
 - (iv) To invest the moneys of the Company not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
 - (v) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the furtherance of the Objects;
 - (vi) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of the Objects;
 - (vii) Subject to Clause 5 hereof to engage or employ and pay such persons (whether as employees, consultants, advisers or however) and on such reasonable terms and at such reasonable remuneration as may be thought fit for the furtherance of the Objects;
 - (viii) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of staff and their widows and other dependants;

- (ix) To draw, make, accept, endorse, discount, issue or execute promissory notes, bills, cheques, warrants and other negotiable, transferable or mercantile instruments, and to operate bank accounts in the name of the Company;

- (x) To subscribe to, become a member of, amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for the purposes of profit (whether incorporated or not and whether in the United Kingdom or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed upon the Company under or by virtue of Clause 5 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements or any such charitable institution, society or body which may lawfully be acquired or undertaken by the Company;
- (xi) To establish or aid the establishment and support of other charitable trusts, associations or institutions and to subscribe, lend or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further any of the Objects;
- (xii) To do all such things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate;
- (xiii) To pay out of the funds of the Company all the expenses incurred in connection with the promotion and incorporation of the Company;
- (xiv) To provide indemnity insurance to cover the liability of the Council Members (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: PROVIDED THAT such insurance shall not extend to any claim arising from any act or omission which the Council Members (or any of them claiming indemnity) knew to be a breach of trust or breach of duty or which was committed by the Council Members (or any of them claiming indemnity) in reckless disregard of whether it was a breach of trust or breach of duty or not AND PROVIDED ALSO that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Council Members in their capacity as Council Members of the Company;
- (xv) To do all such other lawful things as are necessary for the attainment of the Objects or any of them.

Provided that:

- (a) 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.
 - (b) 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.
 - (c) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales (or, in Scotland, the Inland Revenue), 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 the Council shall be chargeable for any such property that may come into their hands and 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 they, as such Council, 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 for England and Wales (or, in Scotland, the Inland Revenue) over such Council, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
5. The income and property of the Company from whatever source shall be applied solely towards the promotion of the Objects and no part thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no Council Member shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:

- (a) of the usual professional charges for business done by any Council Member who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Council Members benefit under this provision and that a Council Member shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
 - (b) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Council Member) for any services rendered to the Company;
 - (c) of interest on money lent by any member of the Company or any Council Member at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Council, or 3 per cent, whichever is the greater;
 - (d) of reasonable and proper rent for premises demised or let by any member of the Company or a Council Member;
 - (e) of fees, remuneration or other benefit in money or money's worth to any company of which a Council Member may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (f) to any Council Member of reasonable and proper out-of-pocket expenses; and
 - (g) of reasonable and proper premiums in respect of any indemnity insurance paid out in furtherance of Clause 4 (xiv) above to cover the liability of the Council Members (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Council Members (or any of them claiming indemnity) knew to be a breach of trust or breach of duty or which was committed by the Council Members (or any of them claiming indemnity) in reckless disregard of whether it was a breach of trust or breach of duty or not AND PROVIDED ALSO that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Council Members in their capacity as Council Members of the Company.
6. The liability of the members is limited.
7. Every member of the Company undertakes, if the Company should be wound up during the time he or she is a member or within one year after he or she ceases to be a member, to contribute up to £1 to the Company's assets, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves.
8. If the Company is wound-up or dissolved or otherwise in accordance with the provisions of Article 77 of the Articles of Association of the Company and there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as that imposed on the Company under or by virtue of Clause 5 above, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable objects as the Council shall resolve upon.

We, the undersigned persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association.

Names, addresses and descriptions of Subscribers

ACS NOMINEES LIMITED
19 Glasgow Road
PAISLEY
PA1 3QX

Incorporated Company

For and on behalf of
ACS Nominees Limited

ACS SECRETARIES LIMITED
19 Glasgow Road
PAISLEY
PA1 3QX

Incorporated Company

For and on behalf of
ACS Secretaries Limited

Dated this 7th day of May 2003

Witness to the above Signatures:

LORNA LAMONT
19 Glasgow Road
PAISLEY
PA1 3QX

Secretary

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

Articles of Association

OF

PLAS MADOC COMMUNITIES FIRST
(As amended by special resolution dated 9th May 2003)

INTERPRETATION

1. In these Articles and the Memorandum of Association:

"the Act"	means the Companies Act 1985, as amended by the Companies Act 1989, including any other statutory modification or re-enactment thereof for the time being in force;
"the Articles"	means these Articles of Association;
"clear days"	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"the Company"	means Plas Madoc Communities First;
"the Council"	means the Council of Management of the Company;
"Council Members"	mean the members of the Council who shall be the equivalent of and shall fulfil the functions of directors of the Company as defined in the Act;
"executed"	includes any mode of execution;
"member"	refers to membership of the Company;
"the Memorandum"	means the Memorandum of Association of the Company;
"office"	means the registered office of the Company;
"the seal"	means the common seal of the Company, if it has one;
"secretary"	means any person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"the United Kingdom"	means Great Britain and Northern Ireland.

Words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and vice versa.

References to a "person" include any natural person, or any legal person, body or organisation, incorporated or unincorporated, and any other person.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The subscribers to the Memorandum, and such other persons, being over the age of 18, as the Council shall admit to membership in accordance with the Articles shall be members of the Company. The minimum number of members shall be three; this provision shall not apply to the subscribers to the Memorandum. No person shall be admitted as a member unless approved by the Council. Every person who wishes to become a member shall deliver a duly executed application for membership in such form as the Council may require.
3. Unless the Council Members or the Company in general meeting shall make other provision pursuant to Article 78, the Council Members may in their absolute discretion permit any member of the Company to retire provided that after such retirement the number of members is not less than three.
4. Membership of the Company may be terminated if the member concerned:
 - (a) gives at least 28 clear days written notice of resignation to the Company; or
 - (b) dies; or
 - (c) is removed from membership by resolution of the Council on the ground that in its reasonable opinion the continued membership of the member is harmful to the Company (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within fourteen clear days after receiving notice).
5. Membership of the Company shall not be transferable.

GENERAL MEETINGS

6. The first annual general meeting of the Company shall be held within eighteen months of the date of incorporation of the Company. Thereafter the Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that year. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Council shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
7. The Council may, whenever it thinks fit, call general meetings and shall, on such requisition as is provided by section 368 of the Act, convene an extraordinary general meeting for a date not later than eight weeks after the date of the deposit of the requisition. If there are not within the United Kingdom sufficient Council Members to form a quorum, any Council Member or any two members of the Company may call a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council.

NOTICE OF GENERAL MEETINGS

8. An annual general meeting and a meeting called for the passing of a special resolution shall be called by at least twenty-one clear days notice in writing. All other extraordinary general meetings may be called by at least fourteen clear days notice in writing and a general meeting must be called within twenty-eight days following receipt by the secretary of a written demand signed by at least one-tenth of the members entitled to vote.

A general meeting may be called by shorter notice than that specified in this Article if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five percent of the total voting rights at the meeting.

The notice shall specify the place, the day and the time of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The notice shall be given to all members and to the persons as are, under the Articles, entitled to receive such notices from the Company.

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

PROCEEDINGS AT GENERAL MEETINGS

10. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Council and auditors, the election of Council Members in place of those retiring and the appointment and fixing of the remuneration of the auditors.
11. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Three members present in person or one-tenth of the membership, whichever shall be the greater, shall constitute a quorum. 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 the members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other time and place as the Council may determine.
12. The chairman, if any, of the Council shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen minutes from the time appointed for holding of the meeting or is unwilling to act, the Council Members present shall elect one of their number to be chairman of the meeting.
13. If at any meeting no Council Member is willing to act as chairman or if no Council Member is present within fifteen minutes of the time appointed for holding the meeting, the members present shall choose one of their number present to be the chairman of the meeting.
14. The chairman may, with the consent of a 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 which might properly have been transacted had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice specifying the time and place of the adjourned meeting shall be given. Otherwise it shall not be necessary to give any notice of an adjourned meeting.
15. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll must be held if demanded:
 - (a) by the chairman; or
 - (b) by at least two members present in person or by proxy having the right to vote at the meeting.
16. Unless a poll is duly demanded, a declaration by the chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
17. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
18. Except as provided in Article 20, a poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to any other vote he may have.
20. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman of the meeting directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
21. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.
22. Subject to the provisions of section 381A of the Act a written resolution signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

VOTES OF MEMBERS

23. Subject to Article 19 on a show of hands each member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.
24. No member shall be entitled to vote at any general meeting unless any monies then payable by him to the Company have been paid.
25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
26. The instrument appointing a proxy shall be in writing executed under the hand of the person making the appointment or of his attorney duly authorised in writing or, if the person making the appointment is a corporation, either under seal or under the hand of any officer or attorney duly authorised. A proxy need not be a member of the Company.
27. An instrument appointing a proxy shall be in the following form (or a form as near thereto as circumstances allow or any other form which is usual or which the Council may approve):

"PLAS MADOC COMMUNITIES FIRST

I

of

being a member of the above-named Company, hereby appoint

of

or failing him,

of

as my proxy to vote for me on my behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the day of 20 , and at any adjournment thereof.

Signed this day of 20 ."

28. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or a form as near thereto as circumstances allow or any other form which is usual or which the Council may approve):

"PLAS MADOC COMMUNITIES FIRST

I

of

being a member of the above named Company, hereby appoint

of

or failing him,

of
as my proxy to vote for me on my behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the day of 20 , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against
Resolution No 2 *for *against.

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this day of 20 ."

29. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is executed or a notarially certified copy of that power or authority may:
- (a) be deposited at the office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be treated as invalid.

30. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
31. A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the office or such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the proxy is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

CORPORATIONS

32. Any corporation which is a member of the Company may by a resolution of the governing body of such corporation authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

COUNCIL

33. The maximum and minimum number of the Council Members shall be determined by the Company in general meeting, but unless and until so fixed there shall be no maximum number and the minimum number of Council Members, shall be three, which provision shall not apply to the first Council Members appointed pursuant to section 10(2) of the Act.
34. The first Council Members shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under the Articles. Future Council Members shall be appointed as provided subsequently in the Articles.

COUNCIL MEMBERS' EXPENSES

35. The Council Members may be paid all reasonable travelling, hotel and other out-of-pocket expenses properly incurred by them in attendance at meetings of the Council or any committee of the Council or general meetings of the Company or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

POWERS AND DUTIES OF THE COUNCIL

36. Subject to the provisions of the Act, the Memorandum and these Articles, the business of the Company shall be managed by the Council, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not required to be exercised by the Company in general meetings, subject nevertheless to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting. No alteration of the Memorandum or the Articles and no regulation made by the Company in general meeting shall invalidate any prior act of the Council that would have been valid if that alteration or that regulation had not been made. The powers given by this Article shall not be limited by any special power given to the Council Members by the Articles and a meeting of the Council at which a quorum is present may exercise all the powers exercisable by the Council Members.
37. 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, as the case may be, in such manner as the Council shall from time to time by resolution determine provided that such resolution shall provide that such cheques and instruments aforementioned shall be signed by at least two persons, of whom at least one should be a Council Member.

APPOINTMENT AND RETIREMENT OF COUNCIL MEMBERS

38. At the first annual general meeting of the Company all the Council Members shall retire from office and at the annual general meeting in every subsequent year one-third of the Council Members or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
39. The Council Members to retire in each year shall be those who have been longest in office since their last re-appointment, but as between persons who became Council Members on the same day those to retire shall be (unless they otherwise agree among themselves) be determined by lot.
40. A retiring Council Member shall be eligible for re-appointment.
41. If the Company, at the meeting at which a Council Member retires, does not fill the vacated office by appointing a person thereto the retiring Council Member shall, if willing to act, be deemed to have been re-appointed, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-appointment of such Council Member shall have been put to the meeting and lost.
42. No person other than a retiring Council Member shall be appointed or re-appointed as a Council Member at any general meeting unless:
- (a) he is recommended by the Council; or
 - (b) a nomination in writing, signed by two members duly qualified to attend and vote at the meeting, for the appointment or re-appointment of a Council Member shall have been left at the office at least seven clear days before the date appointed for the relevant meeting. Such nomination must also contain notice in writing signed by the nominee of his willingness to be appointed or re-appointed. The Council shall have an absolute discretion at all times to accept or decline any nomination without having to give any reason.
43. Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a Council Member either to fill a vacancy or as an additional Council Member and may also determine the rotation in which any additional Council Members are to retire.
44. The Council may appoint a person who is willing to act to be a Council Member, either to fill a vacancy or as an additional Council Member, but so that the total number of the Council Members shall not at any time

exceed any maximum number fixed in accordance with the Articles. Any Council Member so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-appointment, but shall not be taken into account in determining the Council Members who are to retire at such meeting.

45. Subject to the provisions of Article 42, not less than seven nor more than twenty-one days before the date appointed for holding a general meeting, notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a Council Member retiring by rotation at the meeting) who is recommended by the Council for appointment or re-appointment as a Council Member at the meeting, or in respect of whom notice has been duly given to the Company of the intention to nominate him at the meeting for appointment or re-appointment as a Council Member.
46. In addition and without prejudice to the provisions of section 303 of the Act the Company may by ordinary resolution remove any Council Member before the expiration of his period of office notwithstanding anything in the Articles or in any agreement between the Company and such Council Member, provided the Member shall have the right to be heard by the Company before any final decision is made and may, by ordinary resolution, appoint another suitably qualified person in his stead. The person appointed to fill such vacancy shall be subject to retirement at the same time as if he had become a Council Member on the day on which the Council Member in whose place he is appointed was last appointed a Council Member.
47. Unless and until otherwise determined by the Company in general meeting, either generally or in any particular case, section 293 of the Act shall not apply and therefore no persons having attained the age of seventy shall be prohibited from holding the office of Council Member by reason of their age alone.

DISQUALIFICATION AND REMOVAL OF COUNCIL MEMBERS

48. A Council Member shall automatically cease to hold office if the Member:
 - (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) becomes prohibited from being a Council Member by virtue of any provision in the Act or any order made under the Company Directors' Disqualification Act 1986; or
 - (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own property and affairs; or
 - (d) resigns his office by notice in writing to the Company (but only if at least two Council Members will remain in office when the notice of resignation is to take effect); or
 - (e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by section 317 of the Act, whether that interest is permitted by Clause 5 of the Memorandum of the Company or otherwise; or
 - (f) is disqualified from acting as a Council Member under the provisions of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
 - (g) shall for more than six consecutive months have been absent without the permission of the other Council Members from meetings of the Council held during that period and the Council resolve that his office be vacated.

COUNCIL MEMBERS' APPOINTMENTS

49. Subject to the provisions of the Act and to Clause 5 of the Memorandum, the Council Members may appoint one or more of their number to any unremunerated executive office under the Company. Any such appointment may be made upon such terms as the Council may determine. Any appointment of a Council Member to an executive office shall terminate if he ceases to be a Council Member. Any such appointments will normally take place within 28 days of the annual general meeting.
50. Except to the extent permitted by Clause 5 of the Memorandum, no Council Member shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Council Member in any other contract to which the Company is a party.

PROCEEDINGS OF THE COUNCIL

51. Subject to the provisions of the Articles the Council may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. A Council Member may, and the secretary at the request of a Council Member shall, at any time call a meeting of the Council. It shall not be necessary to give notice of a meeting of the Council to any Council Member absent from the United Kingdom. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.
52. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless so fixed shall be three or one-third of the Council Members, whichever is the greater.
53. Notwithstanding the above and that the number of Council Members is less than three, the first meeting of the Council Members may be called for the purpose of appointing and increasing the number of Council Members to at least three to enable a quorum to be made up.
54. The Council Members may act notwithstanding any vacancies in their number but, if and so long as their number is reduced below the number fixed as the necessary quorum of the Council, the continuing Council Members may act only for the purpose of filling vacancies or of calling a general meeting of the Company.
55. The Council Members may appoint one of their number to be the chairman at their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Council Member so appointed shall preside at every Council meeting at which he is present. If no chairman is elected, or if at any meeting the chairman is unwilling to preside or is not present within five minutes after the time appointed for holding the meeting, the Council Members present may appoint one of their number to be chairman of the meeting.
56. The Council may delegate any of its powers to one or more committees consisting of such Member or Members of their body as they think fit; such committees may co-opt up to three persons having knowledge and experience appropriate to the subject matter for which the committee is formed, and may advise the Council concerning the day to day management of the Company, but such co-opted persons shall have no power of voting on the policy or affairs of the Company. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Council and shall report all acts and proceedings to the Council fully and promptly.
57. All acts done by a meeting of the Council, or of a committee of the Council, or by any person acting as a Council Member shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Council Member or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Council Member and had been entitled to vote.
58. A resolution in writing, signed by all the Council Members entitled to receive notice of a meeting of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held. Such a resolution may consist of several documents in the same form each signed by one or more of the Council Members.
59. A Council Member shall not vote in respect of any contract in which he is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted.
60. A meeting of the Council may be held in person or by suitable electronic means agreed by all the Council members in which all the participants may communicate with all the other participants.

SECRETARY

61. Subject to section 13(5) of the Act, the secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as the Council may think fit; and any secretary so appointed may be removed by the Council: provided always that no Council Member may occupy the salaried position of the secretary.

62. A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Council Member and the secretary shall not be satisfied by it being done by or to the same person acting both as a Council Member and as, or in place of, the secretary.

THE SEAL

63. The seal, if any, shall only be used by the authority of the Council or of a committee of the Council authorised by the Council. Every instrument to which the seal shall be affixed shall be signed by a Council Member and by the secretary or by a second Council Member or by some other person appointed and duly authorised by the Council for the purpose.

APPOINTMENT AND REMUNERATION OF STAFF

64. The appointment and remuneration of staff of the Company shall be subject to such terms and conditions as prescribed by the Council from time to time.

RECORDS AND ACCOUNTS

65. The Council shall comply with the provisions of the Act and the Charities Act 1992 as to keeping proper accounting records, the audit of accounts and the preparation and transmission to the Registrar of Companies and to the Charity Commissioners for England and Wales (or, in Scotland, the Inland Revenue) of annual reports, annual returns and annual statement of accounts.
66. The accounting records shall be kept at the office or, subject to the provisions of the Act, at such other place or places as the Council thinks fit and shall always be open for the inspection by the Members of the Council.
67. The Council may impose reasonable restrictions as to the time, place and manner in which the accounting records and statutory books of the Company or any of them may be inspected by the members, not being Council Members, and subject thereto the accounting records and statutory books shall be open to be inspected by the members during normal business hours.
68. The Company shall from time to time in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.
69. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the report of the auditors and report of the Council, shall, not less than twenty-one clear days before the date of the meeting, be sent to every member of (and every holder of debentures of) the Company at their registered address. Provided that this Article 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.
70. The secretary and/or the Council shall keep a record in books provided for the purpose:
- (a) of all appointments made by the Council; and
 - (b) of the names of the Council Members present at each meeting of the Council and at any committee of the Council; and
 - (c) of the resolutions and proceedings of all meetings of the Company and of the Council and of committees of the Council.
71. The Company shall cause its books and records to be examined by an independent examiner in accordance with the provisions of section 21(3)(a) of the Charities Act 1992, or, if appropriate, audited under the provisions of section 21(1)(a) of the Charities Act 1992; in the event that the Company is required to have a statutory audit under the Act then it shall cause such audit to be carried out accordingly.

NOTICES

72. The Company may give any notice to a member either personally or by sending it by post to him at his registered address or by leaving it at that address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom, supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.
73. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- (a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
 - (b) every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;
 - (c) the auditor for the time being of the Company;
 - (d) each Council Member.

No other person shall be entitled to receive notices of general meetings.

74. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

SOCIAL AUDIT

75. A social audit of the Company's activities may, by resolution of the Company in general meeting, be undertaken by resolution of the Company. The role of such a social audit would be to attempt to identify the social costs and benefits of the Company's work, and to enable an assessment to be made of the Company's overall performance in relation to its Objects more easily than may be made from financial accounts alone.
76. Such a social audit may be drawn up by an independent assessor appointed by the Company in general meeting, or by the Board who may submit their report for verification or comments to an independent Assessor. A social audit may include an assessment of the internal management of the Company, democracy and decision-making, health and safety, skill sharing and education opportunities, or other matters concerning members' welfare; and an assessment of the Company's activities externally, including its effects on people engaged in the same or similar activities, on users, customers and suppliers, and on persons residing in areas where the Company is located.

DISSOLUTION

77. Subject to the Act the Company shall only be wound up by no less than a two-thirds majority vote of the members present at a general meeting and eligible to vote. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

RULES AND BYE LAWS

78. (a) The Council may from time to time make such rules and bye laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular, but without prejudice to the generality of the foregoing, it may by such rules or bye laws regulate:
- (i) The admission and classification of members of the Company and the rights and privileges of such members and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fee, subscriptions and other fees or payments to be made by members;

- (ii) The conduct of the members in relation to one another and to the Company's servants;
 - (iii) The setting aside of the whole or part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - (iv) The procedure at general meetings and meetings of the Council and committees of the Council in so far as such procedure is not regulated by these Articles;
 - (v) And generally all such matters as are commonly the subject matter of company rules or bye laws.
- (b) The Company in general meeting shall have power to alter or repeal the rules or bye laws and to make additions thereto and the Council shall adopt such means as it deems sufficient to bring to the notice of members all such rules or bye laws which, so long as they remain in force, shall be binding on the members. Provided, nevertheless, that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.
- (c) Any alteration of the rules or bye laws will be notified to all members as soon as reasonably practicable but in any event before the next annual general meeting.

INDEMNITY

79. The Council shall have power to purchase and maintain insurance as is permitted by Clause 4 (xiv) of the Memorandum for any Council Member notwithstanding their interest in such insurance policy.
80. Subject to the provisions of the Act and without prejudice to any indemnity to which he may otherwise be entitled, every Council Member shall be entitled to be indemnified out of the assets of the Company against any costs, losses, claims, actions or other liabilities suffered or incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, losses, claims, actions or other liabilities suffered or incurred by him in the execution and discharge of his duties and the exercise of his rights in relation thereto, and also arising by reason of any improper investments made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investments) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the Council Member who is sought to be made liable.

Names and addresses of Subscribers

ACS NOMINEES LIMITED
19 Glasgow Road
PAISLEY
PA1 3QX

ACS SECRETARIES LIMITED
19 Glasgow Road
PAISLEY
PA1 3QX

Dated this 7th day of May 2003

Witness to the above Signatures:

LORNA LAMONT
19 Glasgow Road
PAISLEY
PA1 3QX

Secretary