

Memorandum and Articles of Association
of
Henleaze Swimming Club

Osborne Clarke

The Companies Acts 1985 to 2006

**Charity limited by guarantee and
not having a share capital**

Memorandum of association

of

Henleaze Swimming Club

1. Name

The name of the company is Henleaze Swimming Club (the "Charity").

2. Registered office

The registered office of the Charity is in England and Wales.

3. Objects

The objects of the Charity (the "Objects") are

- 3.1 To promote the health of the inhabitants of Bristol and the surrounding area by providing facilities for open water swimming and such other facilities for healthy exercise as the Executive Committee shall from time to time determine.
- 3.2 To provide or assist in the provision of open water swimming and other facilities in the interests of social welfare for recreation or other leisure time occupation, such facilities being provided at Henleaze Lake for the benefit of the inhabitants of Bristol and the surrounding area with the object of improving their conditions of life.

4. Powers

The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Charity has the following powers:

- 4.1 To hold festivals, seminars, conferences, lectures, tours and courses.
- 4.2 To promote or carry out research.
- 4.3 To provide advice.
- 4.4 To publish or distribute information in any form.
- 4.5 To co-operate with other bodies.
- 4.6 To support, administer or set up other charities.

- 4.7 To raise funds.
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.9 To acquire, rent or hire property of any kind.
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.11 To make grants or loans of money and to give guarantees.
- 4.12 To set aside funds for special purposes or as reserves against future expenditure.
- 4.13 To deposit or invest funds in any manner (but to invest only after taking such advice as the Directors consider is reasonably necessary from such person as is reasonably believed by the Directors to be qualified to give it by his ability in and practical experience of financial and other relevant matters).
- 4.14 To delegate the management of investments to any person provided that:
- (a) the investment policy is set out in writing by the Directors;
 - (b) the performance of the investments is reviewed regularly with the Directors;
 - (c) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (d) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt by the delegate; and
 - (e) the delegate must not do anything outside the powers of the Directors.
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of any person to whom the management of investments is delegated and to pay any reasonable fee required.
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.17 To insure the Directors against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.

- 4.19 To enter into contracts to provide services to or on behalf of other bodies.
- 4.20 To establish or acquire subsidiary companies.
- 4.21 To pay the costs of forming the Charity.
- 4.22 To open and operate bank accounts and banking facilities.
- 4.23 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of any assets on any terms.
- 4.24 To enter into any licence or sponsorship agreement.
- 4.25 To enter into any contract or agreement (including any finance lease).
- 4.26 To affiliate to appropriate umbrella bodies or governing bodies involved in or otherwise interested in the activities carried out by the Charity.

5. Benefits to Members and Directors

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity; but
 - (a) Members who are not Directors may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - (b) Members (including Directors) may be paid interest at a reasonable rate on money lent to the Charity;
 - (c) Members (including Directors) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - (d) Members (including Directors) may receive grants and other benefits out of the property and funds of the Charity in furtherance of the Objects.
- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - (a) as mentioned in clauses 4.17, 5.1.(b), 5.1.(c), 5.1.(d) or 5.3;
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - (c) an indemnity in accordance with article 8 of the Charity's articles of association;
 - (d) payment to any company in which a Director has no more than a 1 per cent shareholding; and

- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3 Any Director (or any firm, company or other entity of which a Director is a member, director or employee and in which he has a personal interest) may enter into a contract with the Charity to supply goods or services to the Charity in return for a payment or other material benefit but only if:

- (a) the goods or services are actually required by the Charity;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied and is set in accordance with the procedure in clause 5.4; and
- (c) no more than one half of the Directors are subject to or affected by such a contract in any financial year.

5.4 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:

- (a) declare an interest at or before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) withdraw during the vote and have no vote on the matter.

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

6. Limited liability

The liability of the Members is limited.

7. Guarantee

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

8. Dissolution

8.1 The Charity may only be dissolved with the written consent of the Lake Trustees. If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Directors, with the consent of the Lake Trustees, in the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes which the Directors in their absolute discretion consider are within, the same as or similar to the Objects; and (subject thereto)
- (b) directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto)
- (c) in such other manner consistent with charitable status as the Commission may approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9. Interpretation

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

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

We, the subscribers to this memorandum of association wish to be formed into a company pursuant to this memorandum.

Name & address of subscriber

Signature of subscriber

William Ross Harley
17 Oakwood Road
Henleaze
Bristol BS9 4HP

Witness to the above signature

Signature of witness:

Name:

Address:

Occupation:

Name & address of subscriber

Derek Frederick Klemperer
25 Rockside Drive
Henleaze
Bristol BS9 4NU

Signature of subscriber

Witness to the above signature

Signature of witness:

Name:

Address:

Occupation:

Name & address of subscriber

Mark John Thompson
5 Downside Road
Clifton
Bristol BS8 2XE

Signature of subscriber

Witness to the above signature

Signature of witness:

Name:

Address:

Occupation:

Name & address of subscriber

Signature of subscriber

Margaret Clare Meehan
37 Lake Road
Westbury on Trym
Bristol BS10 5HY

Witness to the above signature

Signature of witness:

Name:

Address:

Occupation:

Date: 2009

The Companies Acts 1985 to 2006

**Charity limited by guarantee
and not having a share capital**

**Articles of association
of
Henleaze Swimming Club**

1. Membership

Companies Act Members

- 1.1 Subject to any reasonable restriction imposed by the Executive Committee from time to time, the number of Members with which the Charity proposes to be registered is unlimited. The Charity must maintain a register of Members.
- 1.2 Those individuals who were senior members of the unincorporated association known as Henleaze Swimming Club immediately prior to incorporation of the Charity shall be admitted as Members of the Charity immediately after incorporation of the Charity. For the purposes of incorporation the subscribers to the Memorandum shall be the initial Members of the Charity.
- 1.3 Membership is terminated if the Member concerned
- (a) gives written notice of resignation to the Charity in accordance with the Membership Rules; or
 - (b) dies; or
 - (c) has not paid his or her subscription in accordance with the Membership Rules; or
 - (d) is removed from Membership in accordance with the Membership Rules; or
 - (e) is in breach of the Membership Rules and the Executive Committee resolve that they should be removed as a Member.
- 1.4 Membership of the Charity is not transferable.

Non-Companies Act members

- 1.5 The Directors may admit such persons as they see fit as associate members in accordance with the Membership Rules, provided that associate members shall not be members for the purposes of the Act and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Charity.

Patrons

- 1.6 The Directors may appoint and remove any person or persons as a patron of the Charity and on such terms as they think fit.

Membership rules

- 1.7 The Directors may from time to time adopt rules for the admittance of Members and associate members, including any provisions relating to different classes of Members and associate members, proceedings at meetings, nomination of individuals to the Executive Committee and disciplinary procedures for Members and associate members (the "**Membership Rules**").
- 1.8 The Directors may from time to time charge subscriptions to Members and associate members in accordance with the Membership Rules.
- 1.9 The Directors from time to time shall have the power to determine whether an individual is a Member or an associate member but for the avoidance of doubt shall not have the power to change the status of a Member or associate member other than in accordance with the Membership Rules.

2. General meetings

- 2.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 2.2 The Charity shall hold an annual general meeting in November or December each year.
- 2.3 A general meeting of the Charity may be called at any time by the directors, and the directors must call a general meeting in accordance with the provisions of the Act if at least 10% of the Members of the Charity have requested that the directors do so in accordance with the Act.
- 2.4 Every notice convening a general meeting shall be given to the Members and shall specify:
- (a) whether the meeting is an annual general meeting or a general meeting
 - (b) the place the day and the time of the meeting
 - (c) the general nature of the business to be carried out at the meeting
 - (d) if the meeting is convened to consider a special resolution the intention to propose the resolution as such; and

- (e) with reasonable prominence that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member.

2.5 The Charity must send a copy of its annual accounts and reports for each financial year to every Member of the Charity and any other person who is entitled to receive notice of general meetings either within 9 months of the end of the Charity's financial year or on the date on which it actually delivers its accounts and reports to the registrar in accordance with the Act.

Quorum

2.6 There is a quorum at a general meeting if no less than 40 Members entitled to attend and vote at that meeting are present in person or by proxy.

2.7 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Executive Committee may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or by proxy shall be a quorum.

Chair

2.8 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director elected by those present shall preside as chair at a general meeting. The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine.

Voting

2.9 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the chair or by at least two Members present in person or by proxy.

2.10 Unless a poll is duly demanded a declaration by the chair that a resolution has been 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 meeting 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.

2.11 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

2.12 A poll shall be taken as the chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

2.13 A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the

poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was 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 will continue as if the demand had never been made.

- 2.14 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 2.15 On a show of hands or a poll every Member present in person or through their authorised representative or by proxy shall have one vote.

Written resolutions

- 2.16 Subject to article 2.18, a written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution proposed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the 2006 Act).

Amendments to the Memorandum and Articles

- 2.17 Amendments may only be made to the Memorandum or Articles of association if either 75% of Members voting on a special resolution at a general meeting vote that such amendments be made or 75% of Members resolve by means of written special resolution to make such amendments in accordance with Article 2.16.
- 2.18 No amendments to the Memorandum or Articles made at a meeting or by written resolution of the Members shall be effective until or unless the Lake Trustees have consented to the change in writing.

3. The Directors

- 3.1 The Directors as charity trustees have control of the Charity and its property and funds.
- 3.2 The subscribers to the Memorandum shall be the first Directors. As soon as possible post incorporation, the first Directors shall appoint as Directors such of those individuals who were members of the executive committee of the unincorporated association known as Henleaze Swimming Club at the time of incorporation of the Charity as shall be determined at the time of incorporation by the said executive committee.
- 3.3 When complete, the Executive Committee shall be composed of no less than 9 and no more than 16 individuals, including
- (a) the Lake Trustees;
 - (b) the Executive Officers; and

- (c) at least 2 and no more than 9 other individuals, who must be Members.
- 3.4 Every member of the Executive Committee will hold office until he or she vacates office in accordance with Article 3.7 or in accordance with the Membership Rules.
- 3.5 Subject to Article 3.6, and other than the Lake Trustees who shall be appointed in accordance with Article 6, subsequent Directors shall be elected by the Members in accordance with the Membership Rules. Other than the Lake Trustees, no Director may be appointed to the Executive Committee until his or her appointment has been approved by the Lake Trustees.
- 3.6 The Executive Committee shall have power at any time to appoint any person who is willing to act as a Director to fill a vacancy, save that any vacancy that arises as a result of an individual ceasing to be a Lake Trustee shall be filled by the other Lake Trustees. Any Director so appointed (other than a Lake Trustee appointed in accordance with this Article) shall hold office only until the annual general meeting of the Company next following his appointment and shall then be eligible for re-election in accordance with the Membership Rules. If not re-appointed at that annual general meeting he or she shall vacate office with effect from the end of that meeting.

Vacation of office

- 3.7 A Director's term of office automatically terminates if he or she:
 - (a) is disqualified under the Charities Act 1993 from acting as a charity trustee;
 - (b) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (c) is absent from two consecutive meetings of the Directors without the consent of the Directors and the Directors resolve he or she should be removed from the Executive Committee;
 - (d) is removed as a Director pursuant to the Act;
 - (e) having been appointed as a Lake Trustee, ceases to be a Lake Trustee;
 - (f) resigns by written notice to the Directors (but only if at least 9 Directors will remain in office);
 - (g) becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement;
 - (h) is convicted of an offence and the Directors shall resolve that it is undesirable in the interests of the Charity that he or she remains a Director of the Charity;
or
 - (i) retires in accordance with the Membership Rules.

- 3.8 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 of the Executive Committee.
- 3.9 If the number of Directors is less than the minimum number for the time being prescribed by these Articles the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Charity for the purposes of making such appointment. If there are no Director or Directors able or willing to act, any Member may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Articles, any additional Director so appointed shall hold office only until the end of the general meeting of the Charity next following such appointment unless he is re-elected during such meeting in accordance with the Membership Rules.

4. Proceedings of the Executive Committee

- 4.1 The Directors must hold approximately 12 meetings of the Executive Committee each year and as far as possible shall meet once each calendar month.
- 4.2 Meetings shall be called by the Secretary, who shall give no less than 1 days' notice of meetings to the Directors. A meeting of the Executive Committee must be called if the secretary receives a request to do so from any 4 members of the Executive Committee.
- 4.3 The quorum necessary at a meeting of the Executive Committee shall be determined by the Executive Committee and unless and until otherwise determined shall be 8 or all the Directors in office, whichever is the fewer.
- 4.4 A meeting of the Executive Committee 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.
- 4.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present will preside as chair at each meeting.
- 4.6 Every issue may be determined by a two thirds majority of the votes cast at a meeting but a written resolution signed by all of the Directors entitled to receive notice of a meeting 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).
- 4.7 Except for the chair of the meeting, who has a second or casting vote, every Director has one vote on each issue.
- 4.8 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5. Powers of Directors

- 5.1 The Directors have the following powers in the administration of the Charity:

- (a) to appoint the Executive Officers from among their numbers;
- (b) to appoint an individual to act as the Charity's welfare officer on such terms as the Directors see fit;
- (c) to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- (d) to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees, and to recommend Membership Rules or changes to Membership Rules for adoption by the Members at general meetings;
- (e) to make regulations and bylaws consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity; and
- (f) to exercise any powers of the Charity which are not reserved to a general meeting.

5.2 No liabilities may be incurred on behalf of the Charity by any Director or Member except by authority of the Executive Committee and no invoices may be paid or other payments made until they have been approved by the Executive Committee.

Committees

5.3 The Executive Committee may delegate to any committee consisting of two or more individuals appointed by them any of their functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Directors or it is ratified by the Executive Committee) provided that:

- (a) all proceedings of every committee must be reported promptly to the Directors; and
- (b) every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Executive Committee so far as they are capable of applying).

6. Lake Trustees

6.1 Those individuals who were trustees of the unincorporated association known as Henleaze Swimming Club on incorporation of the Charity shall be deemed to have been appointed as Lake Trustees of the Charity from that date.

6.2 There shall be up to 4 Lake Trustees of the Charity at any one time. The Lake Trustees from time to time shall appoint further individuals to act as Lake Trustees, either to fill a vacancy or as a new Lake Trustee, save that no appointment as a Lake Trustee shall be effective if it takes the number of Lake Trustees at any one time above 4.

6.3 At the first Executive Committee meeting of each calendar year one Lake Trustee shall retire from office by rotation. If the remaining Lake Trustees do not fill the vacancy created by his retirement the retiring Lake Trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is expressly resolved not to fill the vacancy.

6.4 A Lake Trustee's term of office automatically terminates if he or she:

- (a) is disqualified under the Charities Act 1993 from acting as a charity trustee;
- (b) ceases to be a Director for any reason in accordance with Article 3.7;
- (c) resigns by written notice to the Lake Trustees.

6.5 The Lake Trustees shall have the powers and duties set out in the Articles, the Membership Rules and any other rules set out by the Executive Committee from time to time.

7. Records & accounts

7.1 The Executive Committee must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

7.2 The Executive Committee must keep proper records of:

- (a) all proceedings at general meetings;
- (b) all proceedings at meetings of the Directors;
- (c) all reports of committees; and
- (d) all professional advice obtained.

7.3 Accounting records relating to the Charity 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 Directors so decide. The Treasurer shall furnish the Executive Committee with a monthly statement of account at each Executive Committee meeting.

7.4 A copy of the Charity's latest available statement of account must be supplied on request to any Lake Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

8. Notices

- 8.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means.
- 8.2 The only address at which a Member is entitled to receive notices is the address shown in the register of members.
- 8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (b) two clear days after being sent by first class post to that address;
 - (c) three clear days after being sent by second class or overseas post to that address;
 - (d) on being handed to the Member personally; or, if earlier
 - (e) as soon as the Member acknowledges actual receipt.

9. Indemnity

The Charity may indemnify any Director against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

10. Dissolution

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

11. Conflicts of interest

- 11.1 The provisions of clause 5 of the Memorandum shall have effect and be observed as if they were repeated in these Articles.
- 11.2 Subject to Articles 11.3 and 12, a Director has a duty under the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Charity. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity). A reference to a conflict of interest in these articles includes a conflict of interest and duty and a conflict of duties.
- 11.3 The duty referred to in Article 11.2 does not apply to a conflict of interest arising in relation to the following transactions or arrangements with the Charity and which the Directors resolve are in the best interests of the Charity:
- (a) any transaction or arrangement mentioned in clause 5 of the Memorandum;

- (b) any transaction or arrangement with another charity of which a Director is a charity trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the Charity and which does not confer a personal benefit on the Director;
- (c) any transaction or arrangement with a company limited by shares which is wholly owned by the Charity (or the Charity and other charities) and in which a Director does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Director; and
- (d) any transaction or arrangement with a company limited by guarantee which is wholly owned by the Charity (or the Charity and other charities) and in which a Director does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Director.

11.4 This Article applies to situations arising on or after 1 October 2008 including any unpaid directorship which commenced prior to that date.

11.5 In this Article and in Article 12, a Director will be connected with another body or person if that body or person would be a "connected person" within the meaning of Schedule 5 Charities Act 1993.

12. Authorisation and declaration of conflicts

12.1 The Directors may authorise a matter or situation in which a Director has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Charity but only if:

- (a) the interest is one that will not confer a personal benefit on the Director or any person connected with that Director at the expense of the Charity to an extent greater than that permitted by clause 5 of the Memorandum;
- (b) the Directors act in what they consider is the best interests of the Charity; and
- (c) the Directors must comply with the procedure set out in clause 5.4 of the Memorandum as regards any meeting of the Directors at which any such matter or situation arises.

12.2 Every Director must declare the nature and extent of any interest, whether direct or indirect, he or she has in any proposed or existing transaction or arrangement with the Charity in accordance with the provisions of section 177 or section 182 Companies Act 2006.

13. Interpretation

In the Memorandum and in these Articles:

13.1 **"1985 Act"** means the Companies Act 1985.

"2006 Act" means the Companies Act 2006.

"Acts" means (subject to Article 13.3) the Companies Acts and, where the context requires, every other statute, order, regulation, or other subordinate legislation from time to time in force in the United Kingdom concerning companies and affecting the company.

"these Articles" means these articles of association

"associate member" and "associate membership" means an individual or body admitted as an informal member of the Charity in accordance with the Membership Rules and who is not a member of the Charity for the purposes of the Act

"authorised representative" means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

"Chairman" means the chair of the Executive Committee appointed in accordance with Article 5.1(a)

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commission for England and Wales "Director" means each of the directors of the Charity under the Act (and "Directors" means all of the directors)

"Executive Committee" means the board of Directors of the Charity

"Executive Officers" means the Chairman, the Secretary and the Treasurer of the Charity

"Member" and "Membership" refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

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

"Memorandum" means the Charity's memorandum of association

"month" means calendar month

"Secretary" means the secretary of the Charity

"Treasurer" means the treasurer of the Charity

"Lake Trustee" means each of the individuals appointed as lake trustee under article 6 (and "Lake Trustees" means all of the Lake Trustees)

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

"year" means calendar year.

13.2 Expressions defined in the Act have the same meaning.

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

Name & address of subscriber

Signature of subscriber

William Ross Harley
17 Oakwood Road
Henleaze
Bristol BS9 4HP

Dated: 2009

Signature of witness:

Name:

Address:

Occupation:

Name & address of subscriber

Derek Frederick Klemperer
25 Rockside Drive
Henleaze
Bristol BS9 4NU

Signature of subscriber

Witness to the above signature

Signature of witness:

Name:

Address:

Occupation:

Name & address of subscriber

Mark John Thompson
5 Downside Road
Clifton
Bristol BS8 2XE

Signature of subscriber

Witness to the above signature

Signature of witness:

Name:

Address:

Occupation:

Name & address of subscriber

Signature of subscriber

Margaret Clare Meehan
37 Lake Road
Westbury on Trym
Bristol BS10 5HY

Witness to the above signature

Signature of witness:

Name:

Address:

Occupation:

Date: 2009