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Company Number 04681702
PRIVATE COMPANY LIMITED BY GUARANTEE
SPECIAL RESOLUTION BY SHOW OF HANDS

At a General Meeting of the Company held on the 4th December 2014

YMDDIRIEDOLAETH ATGYFNERTHU TREFTADAETH SIR GAR

Notice of meeting given on the 18th November 2014 (attached)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**)

SPECIAL RESOLUTION

to formally adopt changes of Articles and Memorandum of Association which are

- a. the name **YMDDIRIEDOLAETH ATGYFNERTHU TREFTADAETH SIR GAR** be changed to **THE CAMBRIAN HERITAGE REGENERATION TRUST LTD.** ✱
- b. in objects and powers **2.1 CARMARTHENSHIRE** is changed to **WALES**
- c. in objects and powers **2.2 CARMARTHENSHIRE** is changed to **WALES**
- d. Clauses 44 & 46 Trustees shall serve a term of 3 years (previously 1 year)
- e. The section **NOTICES** be amended to include electronic forms of communication
- f. To make amendments required to ensure articles are consistent with changes to legislation since 2003 including the Companies Act 2006 and Charities Act 2011

AGREEMENT BY SHOW OF HANDS

The undersigned, who attended the meeting on the 4th December 2014 irrevocably agreed to support the **SPECIAL RESOLUTION** No persons in attendance voted against the resolution 100% voting in favour

Signed by John Conrad Williams
(Chair)

Date

John Conrad Williams
4th December 2014

Signed by Susan Roberts

Date

Susan Roberts
4th December 2014

Signed by Tim Amery

Date

Tim Amery
4th December 2014

Signed by Alison Evans

Date

Alison Evans
4th December 2014

The Companies Acts 2006
Company Limited by Guarantee and not having a Share Capital
Articles of Association of

The Cambrian Heritage Regeneration Trust L + C

Company Number: 4681702

*** Amended by Special Resolution dated 4th December 2014**

INTERPRETATION

1

In these articles

"the Charity" means the company intended to be regulated by these articles,

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force,

"the articles" means these Articles of Association of the Charity,

"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,

"executed" includes any mode of execution,

"the memorandum" means the memorandum of association of the Charity,

"office" means the registered office of the Charity,

"secretary" means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary,

"member" means a member of the Charity,

"the Trustees" means the directors of the Charity (and "Trustee" has a corresponding meaning),

"the United Kingdom" means Great Britain and Northern Ireland, and words importing the masculine gender only shall include the feminine gender and vice versa

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act

OBJECTS AND POWERS

- 2 The Charity's objects ("the Objects") are for the benefit of the people of Wales and the public at large -
 - 2 1 to preserve, restore and regenerate, the historical, architectural, archaeological and environmental heritage that exists in Wales which the Charity considers to be of particular beauty or historical, architectural, constructional or environmental interest
 - 2 2 to advance the education of the public in history, arts, culture and heritage in Wales
 - 2 3 In pursuance of objects 2 1 and 2 2 to promote such charities or charitable purposes as the Charity may by unanimous resolution of its members from time to time decide
- 3 In furtherance of the Objects but not otherwise the Charity may exercise the following powers
 - (a) to collaborate and enter into such arrangements such public bodies, persons, societies and organisations as the Trustees of the Charity shall consider appropriate,
 - (b) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity,
 - (c) to raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Charity and to invite and accept gifts and contributions of all sorts and whether inter vivos or by will and whether or not subject to conditions and to carry out any condition imposed on any gift which may be accepted, provided that in so raising funds the Charity shall conform to any relevant statutory regulations,
 - (d) subject to Clause 5 below to employ on a full-time or part-time basis such staff, who shall not be directors of the Charity (such directors being hereinafter referred to as "the Trustees"), as are necessary for the proper pursuit of the Objects on a voluntary basis or on such terms as to pay and other conditions of employment as may be thought fit and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents,
 - (e) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects,
 - (f) To make such arrangements as are necessary to enable the public to view and enjoy any buildings or land (whether free or at charge)

- (g) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity,
- (h) to make loans out of the Charity's capital and/or income, to take security for such loans and (subject to the Trustees unanimously so resolving) to guarantee and become or give security for the performance of contracts for any person or company as the Charity thinks fit,
- (i) to buy or otherwise acquire buildings or land or any estate or interest therein whether in the United Kingdom or (subject to the Trustees unanimously so resolving) elsewhere,
- (j) to sell, let on lease or tenancy, exchange, mortgage, charge or otherwise dispose of buildings or land or any interest therein vested in the Charity whether in the United Kingdom or (subject to the Trustees unanimously so resolving) elsewhere, subject to such covenants, conditions and restrictions as are reasonably necessary to ensure compliance with the Objects and as are required by law,
- (k) to repair, renovate, restore, rebuild, alter, improve and generally maintain any buildings or land (subject to such consents as may be required by law),
- (l) to enter into and carry out contracts,
- (m) to borrow money for the carrying out of the Objects of the Charity on such terms and on such security (if any) as may be thought fit,
- (n) to invest the monies of the Charity, not immediately required for its Objects, in or upon such investments, securities or property as may be thought fit as if it were beneficially entitled to it, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter mentioned,
- (o) to make planning applications, applications for consent under by-laws or building regulations and other like applications,
- (p) to co-operate with any local or public authority or other body concerned to achieve the Objects of the Charity,
- (q) to buy or otherwise acquire furniture and other equipment for use in connection with buildings or land in which the Charity has an interest and to sell, lease or otherwise dispose of any such furniture or equipment, and
- (r) To delegate in writing any of its functions to any person or persons provided that it shall

- (i) not be able to delegate any decision concerning the application or the distribution of the income or the capital of the property of the Charity pursuant to the Objects, and
 - (ii) ensure that the acts and proceedings of any such delegate shall be fully and promptly reported to the Charity
- (s) Without prejudice to the generality of clause (r) above
- (1) The Trustees may appoint as the investment manager for the Charity a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is either
 - (i) an individual of repute with at least fifteen years' experience of investment management and who is an authorised person within the meaning of the Financial Services and Markets Act 2000 or
 - (ii) a company or firm of repute and which is an authorised or exempted person within the meaning of that Act otherwise than by virtue of article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001,
 - (2) The Trustees may delegate to an investment manager so appointed power at his discretion to buy and sell investments for the Charity on behalf of the Trustees in accordance with the investment policy laid down in writing by the Trustees. The terms of the delegation shall be such that the Trustees are entitled to cancel the delegation arrangement at any time. The Trustees may do so only on terms consistent with this clause
 - (3) Where the Trustees make any delegation under this clause they shall
 - (i) inform the investment manager in writing of the extent of the Charity's investment powers,
 - (ii) lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it,
 - (iii) ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager,
 - (iv) ensure that they are kept informed and review on a regular basis the performance of their investment portfolio managed by the investment manager and on the exercise by him of his delegated authority,

- (v) take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority, and
 - (vi) review the appointment at such intervals not exceeding 12 months as they think fit
- (4) Where the Trustees make any delegation under this clause they shall do so on the terms that
- (i) the investment manager shall comply with the terms of his delegated authority,
 - (ii) the investment manager shall not do anything which the Trustees do not have the power to do,
 - (iii) the Trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms of this clause, and
 - (iv) the Trustees shall give directions to the investment manager as to the manner in which s/he is to report to them all sales and purchases of investments made on their behalf
- (5) The Trustees may
- (i) make such arrangements as they think fit for any investments of the Charity or income from those investments to be held by a corporate body as nominee, and
 - (ii) pay reasonable and proper remuneration to any corporate body acting as the nominee in pursuance of this clause
- (t) To issue appeals, hold public meetings, lectures, exhibitions and entertainments and take all such other steps as may be necessary for the purpose of promoting and publicising the Objects or procuring contributions to its funds in the form of donations, subscriptions, covenants and otherwise
 - (u) To promote or undertake research and experimental work and to formulate, prepare and establish schemes for such work
 - (v) To procure to be written and to print, publish, issue and circulate gratuitously or otherwise any reports, periodicals, books, pamphlets, leaflets and other documents
 - (w) To enter into any contract of insurance in respect of any matter in which the Charity has an insurable interest and in particular, but without derogating from the generality of the foregoing, in connection

with any real or personal property in which the Charity has any interest

- (x) Subject to an unanimous resolution of the Members to federate, amalgamate or combine wholly or in part with or become a part or member or affiliate or associate of or act as or appoint trustees, agents, nominees or delegates to control, manage and superintend any institution, trust, association or body incorporated or unincorporated the objects of which are exclusively charitable
- (y) Subject to an unanimous resolution of the Members to act as trustees and to undertake and execute or to create any charitable trust
- (z) To support or subscribe to or assist financially or otherwise any charitable fund, body or institution and if deemed desirable for such purpose to enter into any covenant to pay any sums of money periodically to any charitable fund, body or institution
- (aa) Subject to an unanimous resolution of the Members to purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Charity may amalgamate, co-operate or federate
- (bb) To make such payments as are set out at Clause 5 below
- (cc) To establish subsidiary companies to assist or act as agents for the Charity
- (dd) To do all such other lawful things as are necessary for the achievement of the Objects

4 Not used

5 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity provided that nothing in this document shall prevent any payment in good faith by the Charity (but subject always to the proviso below in respect of any matter in which any Trustee has an interest)

- (i) to any Trustee (or any firm or company of which a Trustee is a member or employee) of remuneration under a contract with the Charity to supply goods or services 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

- (c) no more than one half of the Trustees are subject to such a contract in any financial year

- (ii) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee,
- (iii) of interest on money lent to the Charity by any member of the Charity or Trustee at a reasonable commercial rate of interest
- (iv) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company,
- (v) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee,
- (vi) to any Trustee of reasonable out of pocket expenses for any services rendered to the Charity
- (vii) of any premium in respect of any indemnity insurance to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any or any alleged negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not
- (viii) an indemnity in respect of any liabilities properly incurred by a Trustee or Member in running the Charity (including the costs of a successful defence to criminal proceedings)
- (ix) in exceptional cases, other payments or benefits to Trustees (but only with the written approval of the Commission in advance)

PROVISO - Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the member 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 to be counted in the quorum for that part of the meeting

(d) withdraw during the vote and have no vote on the matter

6 The liability of the members is limited

7 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities (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 among themselves

8 If after the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property belonging to or vested in the Charity it shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object

MEMBERS

9 The following persons shall be members of the Charity -

9 1 the Subscribers to the Memorandum of Association,

9 2 one person nominated from time to time by any body corporate, association or organisation the Trustees have approved may submit a nomination, and

9 3 such other person or persons as the Trustees may admit to Membership

10 It is a condition of any member's membership that such member shall have consented in writing to being a member

11 Membership of the Charity is not transferable

12 A register of members shall be kept at all times

13 Members shall remain members unless and until -

13 1 they retire by giving three months' written notice to the Trustees,

13 2 notice is given to the Company by the organisation nominating them in accordance with Article 9 2 that the nominee member is being replaced,

- 13 3 they die, or
- 13 4 in respect of any member who (i) is a member following a nomination by any body corporate, association or organisation the Trustees have approved may submit a nomination in accordance with Article 9 2 and (ii) has ceased to be a member or officer of such body as the case may be, when such member is given notice by the body that appointed him or her requiring him or her to retire as member of the Charity

GENERAL MEETINGS

- 14 The Charity shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next provided that so long as the Charity holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year The annual general meeting shall be held at such times and places as the Trustees shall appoint All meetings other than annual general meetings shall be called general meetings
- 15 The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act =
- 16 Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings shall be valid and effective as if it had been passed at a general meeting of the Charity duly convened and held and may consist of several instruments in similar form each executed by or on behalf of one or more members

NOTICE OF GENERAL MEETINGS

- 17 All general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed
- 17 1 in the case of an annual general meeting, by all the members entitled to attend and vote, and
- 17 2 in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 90 percent of the total voting rights at the meeting of all the members
- 18 The notice shall specify the time and place 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

- 19 The notice shall be given to all the members and to the Trustees and auditors
- 20 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

PROCEEDINGS AT GENERAL MEETINGS

- 21 No business shall be transacted at any meeting unless a quorum is present
Two persons entitled to vote upon the business to be transacted shall constitute a quorum
- 22 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine
- 23 The Chair, if any, of the Trustees or in his or her absence some other Trustee nominated by the Trustees shall preside as Chair of the meeting, but if neither the Chair nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chair and, if there is only one Trustee present and willing to act, he or she shall be Chair
- 24 If no Trustee is willing to act as Chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chair
- 25 A Trustee shall, notwithstanding that he or she is not a member of the Charity, be entitled to attend and speak at any general meeting
- 26 The Chair 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 business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 27 A resolution put to the vote of a 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 may be demanded
- 27 1 by the Chair, or
- 27 2 by at least two members having the right to vote at the meeting, or

- 27 3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
- 28 Unless a poll is duly demanded, a declaration by the Chair that a resolution has 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 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
- 29 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
- 30 A poll shall be taken as the Chair directs and he or she 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 is demanded
- 31 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have
- 32 A poll demanded on the election of a Chair 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 Chair 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 is 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
- 33 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

VOTES OF MEMBERS

- 34 Subject to Article 31, every member shall have one vote
- 35 No member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Charity have been paid
- 36 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 Chair whose decision shall be final and conclusive

- 37 A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the office before the commencement of the meeting or adjourned meeting at which the vote 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
- 38 Any organisation which is a member of the Charity may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual member of the Charity

THE TRUSTEES

- 39 The number of Trustees shall be no more than eleven unless otherwise determined by ordinary resolution
- 40 The first Trustees shall be those persons named in the statement delivered pursuant to Section 12 of the Act, who shall be deemed to have been appointed under the articles. Future Trustees shall be appointed as provided subsequently in the articles

POWERS OF THE TRUSTEES

- 41 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by the articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees
- 42 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the articles the Trustees shall have the following powers, namely -
- 42 1 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Charity,
- 42 2 to enter into contracts on behalf of the Charity,

- 42 3 to make loans as and when the Trustees see fit out of the capital and/or income arising out of the capital of the Charity ("the Loans") provided that interest is charged on the Loans at a full commercial rate,
- 42 4 subject to such consent as may be required by law, to sell, mortgage, let, sublet or exchange any property belonging to the Charity, and
- 42 5 to make Standing Orders Rules and Regulations consistent with the Memorandum and these Articles to govern proceedings at General Meetings, Trustees Meetings and Committee meetings and the administration of the Charity

APPOINTMENT AND RETIREMENT OF TRUSTEES

- 43 The first Trustees ("the First Directors") shall each hold office for the following periods

Dr Medwin Hughes - nominee of Trinity College Carmarthen 3
years

Bob Parker - nominee of Carmarthenshire County Council 2
years

- 44 Until 30th April 2003, the First Directors may appoint such persons as they deem fit to be Trustees to hold office for an initial period not exceeding 3 years Thereafter, any new Trustee shall be appointed by the agreement of a majority of the members at General Meeting for a term of three (3) years

- 45 When any First Director (or any other Trustee appointed by the First Directors before 30th April 2003 in accordance with Article 44) has concluded his or her initial term of office, he or she shall be replaced by a person appointed by the Members of the Charity in General Meeting

- 46 Each subsequent appointment of Trustees in accordance with Article 45 shall be made with the majority consent of the Members at General Meeting and for a term of 3 years

- 47 A retiring Trustee (including any First Director) who is competent to act may be re-appointed at the end of his or her term of office

- 48 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees

- 49 No person may be appointed as a Trustee

- 49 1 unless he or she has attained the age of 18 years, and

49 2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 51

50 Where there is a casual vacancy on the Trustees, the remaining Trustees may appoint a person to fill that vacancy until the next General Meeting of the Charity

DISQUALIFICATION AND REMOVAL OF TRUSTEES

51 A Trustee shall cease to hold office if -

51 1 he or she ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision),

51 2 he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,

51 3 he or she resigns his or her office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect),

51 4 he or she is absent without the permission of the Trustees from four consecutive meetings of the Trustees, and the Trustees resolve that his or her office be vacated,

51 5 an ordinary resolution of which special notice has been given in accordance with Section 312 of the Act has been passed by the members removing him or her from his or her position as Trustee forthwith and such removal is binding notwithstanding anything in these Articles or in any agreement between the Charity and the Trustee,

51 6 In respect of any Trustee who (i) was nominated by Carmarthenshire County Council or Trinity College Carmarthen or another agreed body any body corporate, association or organisation the Trustees have approved may nominate an individual to be a member and Trustee of the Charity and (ii) has since ceased to be a member or officer of such organisation which nominated him or her as a member of the Charity as the case may be, when such Trustee is given notice by the body of which he or she has ceased to be a member requiring him or her to retire, or

51 7 is directly or indirectly interested in any contract with the Charity and fails to declare the nature of that interest in the manner required by section 182 of the Act

TRUSTEES' EXPENSES

52 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Trustees or committees of the Trustees or general meetings or otherwise in

connection with the discharge of their duties, but shall otherwise be paid no remuneration

THE TRUSTEES' APPOINTMENTS

- 53 Subject to the provisions of the Act and to Article 5, the Trustees may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he or she ceases to be a Trustee or if revoked by the Trustees.
- 54 Except to the extent permitted by Article 5, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

PROCEEDINGS OF THE TRUSTEES

- 55 Subject to the provisions of the articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 56 The quorum for the transaction of the business of the Trustees shall be three (note the quorum is 3 for the general meetings). A Trustee may by written notice to the Chair of the Trustees (and in the case of the Chair of the Trustees to the secretary of the Charity) appoint another person who is a Trustee to attend at a meeting of the Trustees and vote on his or her behalf.
- 57 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of calling a general meeting.
- 58 The Chair shall chair all meetings of the Trustees.
- 59 The Trustees may appoint one or more sub-committees consisting of such persons as the Trustees may determine, but at least one of whom must be a Trustee for the purpose of making any enquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.
- 60 All acts done by a meeting of Trustees, or of a committee of the Trustees shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that 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 Trustee and had been entitled to vote

61 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of the Trustees or of a committee of the Trustees, shall be as valid and effective as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of the Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees

62 Any bank account in which any part of the assets of the charity has been deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least one Trustee and the CEO and in accordance with the Charities adopted policies and procedures

SECRETARY

63 Subject to the provisions of the Act, the secretary may be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions they may think fit, and any secretary so appointed may be removed by them

MINUTES

64 The Trustees shall keep minutes in books kept for the purpose

64.1 of all appointments of officers made by the Trustees, and

64.2 of all resolutions and proceedings at meetings of the Charity and of the Trustees and of committees of the Trustees including the names of the Trustees present at each such meeting, such minutes to be signed by the Chair

ACCOUNTS

65 Accounts shall be prepared in accordance with the provisions of Part 15 of the Act

ANNUAL REPORT

66 The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners

ANNUAL RETURN

- 67 The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners

NOTICES

- 68 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a meeting calling a notice of the Trustees need not be in writing
- 69 The Charity may give any notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his or her registered address or by leaving it at that address or by sending it to the member's email address. A member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Charity
- 70 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called
- 71 Proof that
- 71 1 an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, and
- 71 2 an electronic form of notice was given shall be conclusive evidence where the Charity can demonstrate that it was properly addressed and sent in accordance with Section 1147 of the Companies Act 2006. A notice shall be deemed to have been given 48 hours after it was sent

INDEMNITY

- 72 Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceeding, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity

RULES

- 73 The Trustees may from time to time make such rules or by-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity

- 74 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles