

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
OF
FOREVER ACTIVE FORUM LIMITED

Each subscriber to this memorandum of association wishes to form a Company under the
Companies Act 2006 and agrees to become a member of the Company.

Subscriber: CARRIE HOLBROOK

Subscriber: KIRSTY ELIZABETH HUMAN

Subscriber: DIANE JOHNSTON

Subscriber: HELEN ROBBINS

Dated:-21st May 2012

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
FOREVER ACTIVE FORUM LIMITED
(‘the Company’)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

Business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Committee: means the Directors, officers and other member representatives of the Company approved in accordance with Article 14

Forum: means Forever Active Forum Limited

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

Member: means the subscribers to the Company's memorandum and every other person who agrees to become a member of the Company.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- (a) any subordinate legislation from time to time made under it; and
- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 Words denoting any gender include all genders.
- 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9 Articles 8, 11(2) and (3), 11(2), 13, 14(1), (2), (3) and (4), 17(2),30(3),38 and 39 of the Model Articles shall not apply to the Company.

2. OBJECTS OF THE COMPANY

The Company's objects are:

- 2.1 to acquire and take over all of the assets and liabilities and activities of the present unincorporated body known as Forever Active Forum (Representing Cambridge City and South Cambridge).
- 2.2 to provide a broad range of exercise and sporting opportunities for local residents aged 50 + as part of the Forever Active Scheme.
- 2.3 to provide members with the opportunity to give feedback and suggestions related to the scheme.
- 2.4 to promote the organisation within the local community.
- 2.5 to identify and provide training for Instructors and staff working on the scheme.
- 2.6 to link with key partners to develop physical activity opportunities for the 50 + age group.
- 2.7 to identify and address access issues relating to facilities and activities.
- 2.8 to ensure that all members receive fair and equal treatment.
- 2.9 to operate as a non-profit making Company such that any surplus income or gains will be reinvested in the Company. The Company does not permit any distribution of Company assets, in cash or in kind to members or third parties. This does not prevent donations by the Company to Charities or to other organisations registered as Community Amateur Sports Clubs.
- 2.10 to do such things as the Directors consider to be in the best interests of the Company and that are consistent with the other objects of the Company.
- 2.11 to take out such insurances for the protection of the Company, its assets, its Directors, Committee or members and employees as shall be deemed appropriate, and
- 2.12 to do all lawful things as are incidental or conducive to the attainment of the above objects or any of them.

LIABILITY OF MEMBERS

3. GUARANTEE

- 3.1 The liability of the members is limited.

- 3.2 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he 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.
- 3.3 The income and property of the Company shall be applied solely towards the promotion of its 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 Company, and no trustee 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 for their services as a trustee; Provided that nothing in this document shall prevent any payment in good faith by the Company for other services provided.

4. MEMBERS

- 4.1 The number of members with which the Company proposes to be registered is unlimited.
- 4.2 The first members of the Company are the signatories to the Memorandum of Association and these Articles and every person who at the date of incorporation of the Company had paid a membership fee to, and was a full member of, the unincorporated body known as the Forever Active Forum (Representing Cambridge and South Cambridge), referred to in paragraph 2.1 of these Articles and who during such period as the Committee may determine, signs and delivers to the Secretary the form of membership prescribed by the Committee.
- 4.1 Subject to article 21 of the Model Articles, membership of the Company is open to all without discrimination. The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with the articles shall be members of the Company. A proposal for membership of each applicant must be on a standard Company form and the information thereon will be used solely for purposes of Company administration. Applicants are required to pay the appropriate membership fee at the time of application and their membership will be effective from that date.
- 4.2 In accordance with Article 22 of the Model Articles, a member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.
- 4.3 If the conduct of any member is in the opinion of the Committee injurious to the character of the Forum or objectionable in any respect, that member may be required by the Committee to resign and, if he does not resign within one week, the member may (after he has been given the opportunity to justify or explain his conduct) be expelled by resolution of the Committee and then ceases to be a member of the Club and all sums that have been paid by the member are forfeited.
- 4.4 A member expelled under this Article may appeal by giving written notice of appeal to the Secretary within ten days from the posting of the notice of expulsion.
- 4.5 Upon receipt of a notice of appeal an extraordinary general meeting must be convened within fourteen days and, if that meeting passes an extraordinary resolution rescinding the expulsion then the member must be reinstated as from the date of the resolution.
- 4.6 Any member who ceases to be a member of the Forum, through resignation, non-payment of membership fees, or otherwise, forfeits all right in and claim upon the Forum and its property unless the Committee suspend the operation of this provision, which they may do as regards any particular member on such terms as they determine at their discretion.

5. MEMBERSHIP FEES

- 5.1 The membership fees payable by members of the Forum are to be such as the Committee from time to time prescribe. Renewal dates shall be determined by the Committee.
- 5.2 The Committee may admit associate members to the Forum without payment of a membership fee but these members will not have the rights of full members of the Company and in particular will not be eligible to vote as members or to be elected as Directors, officers or Committee members.

6. ANNUAL GENERAL MEETING

- 6.1 The Company must hold a general meeting in each year as its Annual General Meeting in addition to any other meetings in that year and must specify the meeting as the Annual General Meeting in the notices calling it.
- 6.2 Not more than fourteen months may elapse between the date of one Annual General Meeting of the Company and that of the next.
- 6.3 The Annual General Meeting must be held at such time and place as the Committee appoint and at least twenty-one days' written notice thereof shall be given to the members.
- 6.4 In addition to such business as may be required under the Act to be dealt with at the Annual General Meeting of the Company, the members may at the Annual General Meeting consider :
 - 6.4.1 any resolution which could otherwise properly be considered at an extraordinary general meeting provided at least twenty-one days' written notice of such resolution has been given to the Secretary.
 - 6.4.2 any other resolution provided that at least seven days' prior notice thereof has been given in writing to the Secretary.

7. EXTRAORDINARY GENERAL MEETINGS

- 7.1 All general meetings other than Annual General Meetings must be called extraordinary general meetings.
- 7.2 The Committee may whenever they think fit, and must on a requisition made in writing by at least ten members having at the date of deposit of the requisition a right to vote at general meetings, convene an extraordinary general meeting.
- 7.3 Any requisition made by the members must state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited with the Secretary.
- 7.4 On receipt of the requisition the Committee must immediately proceed to convene an extraordinary general meeting.
- 7.5 If the Committee do not proceed to call a meeting within twenty-one days from the date of deposit of the requisition, the requisitionists or any of them representing more than one-half of the total voting rights of all of them may convene such a meeting.

8. NOTICE OF MEETINGS

- 8.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 8.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.
- 8.3 Accidental omission to give notice of any meeting to, or non-receipt of such notice by, any member does not invalidate the proceedings at that meeting.

9. QUORUM

- 9.1 No business may be transacted at any general meeting of the Company unless a quorum of ten members is present.
- 9.2 If within half an hour from the time appointed for the meeting a quorum of members is not present, or, if during a meeting such a quorum ceases to be present:
- 9.2.1 if the meeting was convened on the requisition of members, it must be dissolved;
 - 9.2.2 in any other case the meeting stands adjourned to the same day in the next week at the same time and place or to such time and place as the Committee may determine and, if at the adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting, the members present may be deemed to form a quorum.

10. CHAIRMAN

- 10.1 The Chairman and failing him the Vice Chairman must preside as Chairman at every general meeting of the Company.
- 10.2 If there is no such Chairman, or, if at any meeting he is not present within fifteen minutes of the time of holding the meeting, the members present may elect one of their number who is a Committee member to be Chairman of the meeting.
- 10.3 If there is no Committee member present, then the members may elect any one of their number to be Chairman of the meeting.

11. ADJOURNMENT

- 11.1 The Chairman may, with the consent of a meeting at which a quorum is present (and must if so directed by the meeting) adjourn the meeting from time to time and from place to place.
- 11.2 No business may be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

12. VOTING RIGHTS

- 12.1 Every member of the Forum may attend general meetings of the Forum but only full members may vote at such meetings.
- 12.2 No member may vote at any meeting unless all the money then due from him to the Forum has been paid.
- 12.3 Every member of the Forum entitled to vote has one vote and no more, except that in case of equality of votes the Chairman may have a second or casting vote.
- 12.4 For the purposes of article 24 of the Model Articles, two persons entitled to vote upon the business to be transacted shall constitute a quorum.

13. PROXIES

Article 31 (1) (d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

14. OFFICERS, COMMITTEE AND DIRECTORS

- 14.1 The Officers of the Forum shall comprise:
- Chair
 - Vice Chair
 - Secretary
 - Treasurer
 - Long Term Conditions and Vulnerable Adults Coordinator
- 14.2 The Committee of the Forum shall comprise the Officers and up to four Member Representatives, all elected as provided by these Articles and shall have such roles in connection with the management of the Forum as the Committee shall from time to time decide
- 14.2 Five Committee members shall be a quorum at Committee meeting.
- 14.3 The Committee shall at their first meeting following each Annual General Meeting elect from their number a Chairman and Vice Chairman. If at any meetings the Chairman and Vice Chairman are not present, the Committee may appoint another Committee member to chair that meeting.

- 14.4 The Chairman of the Committee shall in the case of equality of votes have a casting vote.
- 14.5 The Directors of the Company shall be the Chairman, Vice Chairman, Secretary and Treasurer. They shall have no powers as Directors of the Company other than those vested in them as Officers and Committee members of the Forum.

15. ELECTION OF OFFICERS AND THE COMMITTEE

- 15.1 All eligible members of the Forum may seek election to the Committee at the Annual General Meeting. They may nominate themselves or accept nomination by another member.
- 15.2 All members of the Committee shall be elected for a term of one year but shall be entitled to seek re-election for subsequent terms.
- 15.3 Notice of the election of the Committee shall be circulated to all members at least 21 days prior to the Annual General Meeting and nominations shall close one week prior to the Annual General Meeting.
- 15.4 Where the number of nominations to the Committee exceeds the number of vacancies to be filled the matter shall be decided by secret ballot to be conducted at the Annual General Meeting. If the ballot is tied the Chairman (or failing him the Vice Chairman) of the Annual General Meeting shall have the casting vote.

16. REMUNERATION

No Committee Member may receive any remuneration for his services in the capacity of Committee member, other than reasonable expenses.

17. CONDUCT OF THE COMMITTEE

- 17.1 The Committee shall meet at least twice per annum and the Secretary shall keep and circulate minutes of such meetings.
- 17.2 The Committee may appoint such sub-Committees and upon such terms as it thinks fit, provided that such sub-Committees shall act only in accordance with written statements of reference agreed by the Committee and shall report their activities and decisions promptly to the Committee.

18. CASUAL VACANCIES

- 18.1 All casual vacancies arising amongst the officers of the Forum must be filled by the Committee from the members of the Forum.
- 18.2 Any Committee member appointed to fill a casual vacancy must retire at the following Annual General Meeting.

19. REMOVAL OF A MEMBER OF THE COMMITTEE

The office of a member of Committee is vacated if :

- 19.1 his membership of the Forum is terminated in accordance with Article 5;
- 19.2 he absents himself from meetings of the Committee for a continuous period of six calendar months without special leave of absence from the Committee or,
- 19.3 he is removed by extraordinary resolution passed at a general meeting of the Forum.

20. OFFICER AND COMMITTEE MEMBERS' DEALINGS WITH THE COMPANY

- 20.1 A Committee member who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Committee members before the Company enters into the transaction or arrangement in accordance with the Act.
- 20.2 A Committee member who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Committee members as soon as is reasonably practicable in accordance with the Act unless the interest has already been declared in accordance with Article 20.1 above.
- 20.4 A Committee member need not declare an interest under clause 20.1 and clause 20.2 as the case may be:
 - (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) of which the Committee member is not aware, although for this purpose a Committee member is treated as being aware of matters of which he ought reasonably to be aware; or
 - (c) if, or to the extent that, the other Committee members are already aware of it, and for this purpose the other Committee members are treated as aware of anything of which they ought reasonably to be aware.

21. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Committee are taken by electronic means (including but not limited to, telephone, text message and e-mail), such decisions shall be recorded by the Committee in permanent form, so that they may be read with the naked eye.

22. APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the Company has no members and no Directors, the personal representatives of the last member to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person, who is willing to act and is permitted to do so, to be a Director.

23. ACCOUNTS

- 23.1 The Committee must ensure that proper books of accounts are kept in respect of :

23.1.1 all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure took place and

23.1.2 the assets and liabilities of the Company.

23.2 The books of accounts must be kept at the registered office of the Company or at such other place or places as the Committee think fit, and must always be open to the inspection of the members at such reasonable times and upon such reasonable conditions as the Committee may decide.

24. PRESENTATION OF ACCOUNTS

24.1 Once at least in every year the Committee must lay before the Company in general meeting an account of income and expenditure for the period since the preceding account.

24.2 A balance sheet must be made out in every year and laid before the Company in general meeting, made up to a date not more than six months before such meeting.

24.3 A copy of the balance sheet must be sent to or made available to the persons entitled to receive notices of general meetings in the manner in which notices are to be given under these Articles twenty-one days prior to the meeting.

24.4 Every account and balance sheet must be accompanied by a report of the Committee and the account, report and balance sheet must be signed by two Directors.

25. AUDIT

Auditors may be appointed and their duties regulated in accordance with the Act.

26. RULES AND BY-LAWS

26.1 The Committee may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company's business.

26.2 The bye laws may regulate the following matters but are not restricted to them:

26.2.1 the rights and privileges of members, and the entrance fees, subscriptions and other fees or payments to be made by members;

26.2.2 the conduct of members of the Forum in relation to one another, and to the Company's employees and volunteers;

26.2.3 the setting aside of the whole or any part or parts of the Forum's premises at any particular time or times or for any particular purpose or purposes;

26.2.4 the procedure at general meetings and meetings of the Committee in so far as such procedure is not regulated by the Act or by these Articles;

26.2.5 generally, all such matters as are commonly the subject matter of Forum rules.

26.3 The Company in general meeting has the power to alter, add to or repeal the rules or bye laws.

26.4 The Committee must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Forum.

26.5 The rules or bye laws, shall be binding on all members of the Forum. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

27. DELEGATION BY THE COMMITTEE

27.1 The Committee may delegate any of their powers to any sub-Committee or sub-Committees appointed by the Committee.

27.2 With the exception of a sub-Committee with fewer than four members, a sub-Committee may have up to two thirds of its membership from members of the Forum other than Committee members.

27.3 In the exercise of the powers delegated to it, a sub-Committee must conform to any regulations prescribed by the Committee.

27.4 Any delegation of powers or appointment of a sub-Committee may be recalled or revoked by the Committee at any time.

28. INDEMNITY

28.1 Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the Company's (or any associated Company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs, but not including any of the matters set out in section 234(3) of the Act; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 28(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

28.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

28.3 In this article:

companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

a "relevant officer" means any Director, officer or other Committee member or former Director or other officer of the Company or an associated Company (including any Company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated Company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor).

29. INSURANCE

The Committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

30. DISSOLUTION

If the Company is wound up, whether voluntarily or otherwise, the liquidator shall vest the whole or any part of the assets of the Company to be applied to:

- 30.1 the purpose of the forever active governing body for use in community related Forums, or
- 30.2 the purpose of a Community Amateur Sports Club within the CASC Scheme, or
- 30.3 the purpose of a charity.