**The Companies Acts 1985 and 1989**

**Company Limited by Guarantee and not having**

**a Share Capital**

**Memorandum of Association of**

**THE SOUTHAMPTON POLICE CLUB TRUST FUND LIMITED**

1. The Company's name is The Southampton Police Club Trust Fund Limited (and in this document it is called "the Trust Fund").
2. The Trust Fund's registered office is to be situated in England and Wales.
3. The Trust Fund's objects ("the Objects") are to promote any purpose for the benefit of the Beneficiaries as the Trustees shall from time to time agree and in particular the advancement of education the welfare protection of health and the relief of hardship whether financial or otherwise and sickness for the benefit of the Beneficiaries including without limitation the organisation of and support for social events and activities to promote the welfare and well-being of the Beneficiaries.

For the purposes of this Memorandum and the Articles of Association of the Trust Fund the expression "the Beneficiaries" shall mean:

All serving police officers of the Hampshire Constabulary.

All retiring or resigning police officers of the Hampshire Constabulary.

All serving police staff, police and community support officers and special constables of the Hampshire Constabulary.

All retiring or resigning police support staff, police and community support officers and special constables of the Hampshire Constabulary.

The spouse, partner or children of any Beneficiary.

The spouse or partner of any deceased Beneficiary.

1. In furtherance of the Objects but not otherwise the Trust Fund may exercise the following powers:
   1. 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 Trust Fund;
   2. to raise funds and to invite and receive contributions: Provided that in raising funds the Trust Fund shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
   3. to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
   4. subject to clause 5 below to employ such staff, who shall not be directors of the Trust Fund (hereinafter referred to as "the trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
   5. to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
   6. to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
   7. to pay out of the funds of the Trust Fund the costs, charges and expenses of and incidental to the formation and registration of the Trust Fund;
   8. to make payments to the Hampshire Constabulary Welfare Fund (a registered charity under number 291061) or any other charitable organisation carrying out similar functions within the Hampshire Constabulary Jurisdiction;
   9. to do all such other lawful things as are necessary for the achievement of the Objects;
   10. to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust Fund: 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 a breach of duty which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Trust Fund.
2. The income and property of the Trust Fund 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 Trust Fund, and no trustee shall be appointed to any office of the Trust Fund paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust Fund: Provided that nothing in this document shall prevent any payment in good faith by the Trust Fund:
   1. of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Trust Fund to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner, is under discussion;
   2. of reasonable and proper remuneration for any services rendered to the Trust Fund by any member, officer or servant of the Trust Fund who is not a trustee;
   3. of interest on money lent by any member of the Trust Fund or trustee at a reasonable and proper rate per annum which must be not more than the Bank of England bank rate (also known as the base rate);
   4. 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;
   5. of reasonable and proper rent for premises demised or let by any member of the Trust Fund or a trustee;
   6. to any trustee of reasonable out-of-pocket expenses and any honorarium to be paid to any person who assumes the responsibilities of the Chair, the Administrator or the Treasurer or their respective assistants of the Trust Fund and any person who assumes responsibilities for the provision of secretarial support to the aforementioned.
   7. of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust Fund: 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 to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Trust Fund.
   8. A trustee may receive a benefit from the Trust Fund in the capacity of a beneficiary of the Trust Fund provided that a majority of the Trustees do not benefit in this way.
   9. A trustee may enter into a contract for the supply of services or of goods that are supplied in connection with the provision of services to the Trust Fund where that is permitted in accordance with and subject to the conditions in Sections 185 and 186 of the Charities Act 2011.
   10. A trustee must declare the nature and extent of any interest direct or indirect which he or she has in a proposed transaction or arrangement with the Trust Fund or in any transaction or arrangement entered into by the Trust Fund which has not previously been declared. A trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust Fund and any personal interest (including but not limited to any person financial interest).
   11. The Trust Fund may appoint as its investment manager a person who it is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
       1. an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
       2. a company or firm of repute which is an authorised or exempted person within the meaning of that Act otherwise than by virtue of s.45(1)(j) of that Act
       3. The Trust Fund may delegate to an investment manager so appointed power at his discretion to buy and sell investments for it in accordance with the investment policy laid down by it. The Trust Fund may also do so in terms consistent with this clause
       4. Where the Trust Fund makes any delegation under this clause it shall:
          1. inform the investment manager in writing of the extent of Trust Fund's investments powers;
          2. lay down a detailed investment policy for the Trust Fund and immediately inform the investment manager in writing of it and of any changes to it;
          3. ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;
          4. ensure that it is kept informed of, and review on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of this delegated authority;
          5. take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
          6. review the appointment at such intervals not exceeding 12 months as it thinks fit; and
          7. pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Trust Fund shall decide and as are consistent with the terms of this clause provided that such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Trust Fund
       5. Where the Trust Fund makes any delegation under this clause it shall do so on the terms that:
          1. the investment manager shall comply with the terms of his delegated authority;
          2. the investment manager shall not do anything which the Trust Fund does not have the power to do;
          3. the Trust Fund may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this clause; and
          4. the Trust Fund shall give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf.
   12. The Trust Fund may:
       1. make such arrangements as it thinks fit for any investments of the Trust Fund or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales or elsewhere) as the Trust Fund's nominee; and
       2. pay reasonable and proper remuneration to any corporate body acting as the Trust Fund's nominee in pursuance of this clause"
3. The liability of the members is limited.
4. Every member of the Trust Fund undertakes to contribute such amount as may be required (not exceeding £10) to the Trust Fund'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 Trust Fund'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.
5. If the Trust Fund is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Trust Fund, but 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 Trust Fund by clause 5 above, chosen by the members of the Trust Fund at or before the time of dissolution and if that cannot be done then to some other charitable object.

**We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.**

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Signatures, Names and Addresses of Subscribers

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

**The Companies Acts 1985 and 1989**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association of**

**THE SOUTHAMPTON POLICE CLUB TRUST FUND LIMITED**

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**Interpretation**

1. In these articles:

**"the Trust Fund"** means the company intended to be regulated by these articles;

**"the Act"** means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

**"the articles"** means these Articles of Association of the Trust Fund;

**"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 Trust Fund;

**"office"** means the registered office of the Trust Fund;

**"the seal"** means the common seal of the Trust Fund if it has one;

**"secretary"** means the secretary of the Trust Fund or any other person appointed to perform the duties of the secretary of the Trust Fund, including a joint, assistant or deputy secretary;

**"the trustees"** means the directors of the Trust Fund (and "trustee" has a corresponding meaning);

**"address"** means a postal address or for the purposes of electronic communication a fax number, an email or postal address or a telephone number for receiving text messages in each case registered with the Trust Fund;

**"administrator"** means the administrator of the Trust Fund or any other person appointed to perform the duties of the administrator of the Trust Fund including a joint, assistant or deputy administrator;

**"Companies Act"** means the Companies Act (as defined in Section 2 of the Companies Act 2006) in so far as they apply to the Trust Fund;

**"document"** includes unless otherwise specified any documents sent or supplied in electronic form;

**"electronic form"** has the meaning given in Section 1168 of the Companies Act 2006; and

words importing the masculine gender only shall include the feminine gender.

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

**Members**

* 1. The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the rules made under Article 61 shall be members of the Trust Fund. No person shall be admitted a member of the Trust Fund unless his application for membership is approved by the trustees.
  2. Unless the trustees or the Trust Fund in general meeting shall make other provision under Article 61, the trustees may in their absolute discretion permit any member of the Trust Fund to retire, provided that after such retirement the number of members is not less than two.

**Termination of Membership**

2A Membership is terminated if:

(1) the member dies;

(2) the member resigns by written notice to the Trust Fund unless, after the resignation, there would be less than two members;

(3) the Trustees have written to the Member and they are advised that their whereabouts are unknown at that postal address or that any electronic communication to the Member has been returned undeliverable;

(4) any sum due from the member to the Trust Fund is not paid in full within six months of it falling due;

(5) the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Trust Fund that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:

(a) the member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons it is to be proposed;

(b) the member or, at the option of the member, the member's representative (who need not be a member of the Trust Fund) has been allowed to make representations to the meeting.

**General meetings**

1. The Trust Fund 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 Trust Fund and that of the next: Provided that so long as the Trust Fund 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 general meetings other than annual general meetings shall be called extraordinary general meetings.
2. The trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within England and Wales sufficient trustees to call a general meeting, any trustee or any member of the Trust Fund may call a general meeting.

**Notice of general meetings**

1. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as a trustee shall be called with at least twenty-one clear days' notice. All other extraordinary 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:
   1. in the case of an annual general meeting, by all the members entitled to attend and vote; and
   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 95 percent of the total voting rights at the meeting of all the members.

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.

The notice shall be given to all the members and to the trustees and auditors and it is agreed that notice given by electronic mail shall constitute good notice provided that such notice is sent to the last electronic mail address notified by the member to the Secretary of the Trust Fund whether or not such member receives the electronic mail.

1. 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**

1. No business shall be transacted at any meeting unless a quorum is present. Fifteen persons entitled to vote upon the business to be transacted, each being a member, shall constitute a quorum.
2. 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.
3. The chairman, if any, of the trustees or in his absence some other trustee nominated by the trustees shall preside as chairman of the meeting, but if neither the chairman 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 chairman and, if there is only one trustee present and willing to act, he shall be chairman.
4. If no trustee is willing to act as chairman, 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 chairman.
5. A trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
6. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than 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.
7. 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:
   1. by the chairman; or
   2. by at least two members having the right to vote at the meeting; or
   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.
8. Unless a poll is duly demanded a declaration by the chairman 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 of proportion of the votes recorded in favour of or against the resolution.
9. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
10. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
11. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
12. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman 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 demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
13. 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**

1. Subject to Article 17, every member shall have one vote.
2. No member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Trust Fund have been paid.
3. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

**Content of proxy notice**

* 1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
     1. states the name and address of the member appointing the proxy;
     2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
     3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
     4. is delivered to the Trust Fund in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
  2. The Trust Fund may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
  3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
  4. Unless a proxy notice indicates otherwise, it must be treated as:
     1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
     2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**Delivery of proxy notices**

23A (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Trust Fund by or on behalf of that person.

(2) An appointment under a proxy notice may be revoked by delivering to the Trust Fund a notice in writing given by or on behalf of the person who by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by a person appointing the proxy it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

**Written Resolutions**

* 1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:-
     1. a copy of the proposed resolution has been sent to every eligible member;
     2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
     3. it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
  2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

**Trustees**

1. The number of trustees shall be not less than seven but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

25A (1) A Trustee must be a natural person aged 18 years or older.

(2) No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 38.

1. The first trustees shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under the articles. Further trustees shall be appointed as provided subsequently in the articles.

**Powers of trustees**

1. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Trust Fund shall be managed by the trustees who may exercise all the powers of the Trust Fund. 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 trustees at which a quorum is present may exercise all the powers exercisable by the trustees.
2. 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:
   1. to expend the funds of the Trust Fund in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Trust Fund 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 Trust Fund;
   2. to enter into contracts on behalf of the Trust Fund.

**Appointment and retirement of trustees**

1. At the first annual general meeting all the trustees shall retire from office, and at every subsequent annual general meeting two trustees who are subject to retirement by rotation shall retire from office.
2. Subject to the provisions of the Act, the trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
3. If the Trust Fund at the meeting at which a trustee retires by rotation, does not fill the vacancy the retiring trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the trustee is put to the meeting and lost.
4. No person other than a trustee retiring by rotation shall be appointed or reappointed a trustee at any general meeting unless:
   1. he is recommended by the trustees; or
   2. not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Trust Fund of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Trust Fund's register of trustees together with a notice executed by that person of his willingness to be appointed or reappointed.
5. No person may be appointed as a trustee:
   1. unless he has attained the age of 18 years; or
   2. in circumstances such that, had he already been a trustee, he would have been disqualified from acting under the provisions of Article 38.
6. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a trustee retiring by rotation at the meeting) who is recommended by the trustees for appointment or reappointment as a trustee at the meeting or in respect of whom notice has been duly given to the Trust Fund of the intention to propose him at the meeting for appointment or reappointment as a trustee. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Trust Fund's register of trustees.
7. Subject as aforesaid, the Trust Fund may by ordinary resolution appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee and may also determine the rotation in which any additional trustees are to retire.
8. The trustees may appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee provided that the appointment does not cause the number of trustees to exceed any number fixed by or in accordance with the articles as the maximum number of trustees. A trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
9. Subject as aforesaid, a trustee who retires at an annual general meeting may, if willing to act, be reappointed.

**Disqualification and removal of trustees**

1. A trustee shall cease to hold office if he
   1. ceases to be a trustee by virtue of any provision in the Act (or is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
   2. becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
   3. resigns his office by notice to the Trust Fund (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or
   4. is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his office be vacated.

**Trustees' expenses**

1. The trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of trustees or committees of trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

**Trustees' appointments**

1. Subject to the provisions of the Act and to clause 5 of the Memorandum, 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 Trust Fund. 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 ceases to be a trustee. A managing director and a trustee holding any other executive office shall not be subject to retirement by rotation.
   1. The trustees shall appoint a chair, administrator and treasurer and shall if they deem fit pay from the funds of the Trust Fund an honorarium to such office holders to cover their reasonable and proper expenses in carrying out their responsibilities as such office holders.
   2. Except to the extent permitted by clause 5 of the memorandum, no trustee shall take or hold any interest in property belonging to the Trust Fund or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Trust Fund is a party.

**Proceedings of trustees**

1. 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 England and Wales. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. The trustees shall meet at least once every quarter or more frequently as necessary to fulfil the obligations of the Trust Fund.
2. The quorum for the transaction of the business of the trustees may be fixed by the trustees but shall not be less than four of their number.
3. 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 filling vacancies or of calling a general meeting.
4. The trustees shall appoint a serving member of the Hampshire Constabulary from time to time as their chairman and in the event of such serving member being unavailable to take up such position shall appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which he is present. But if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting the trustees present may appoint one of their number to be chairman of the meeting.
5. The trustees may appoint one or more sub-committees consisting of three or more trustees for the purpose of making an inquiry 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.
6. All acts done by a meeting of trustees, or of a committee of 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.
7. A resolution in writing or in electronic form, signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of 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.
8. Any bank account in which any part of the assets of the Trust Fund is deposited shall be operated by the trustees and shall indicate the name of the Trust Fund. All cheques and orders for the payment of money from such account shall be signed by at least two trustees.

**Administrator**

1. Subject to the provisions of the Act, the administrator shall be appointed by the trustees for such term, at such remuneration (if not a trustee) and upon such conditions as they may think fit; and any administrator so appointed may be removed by them.

**Minutes**

1. The trustees shall keep minutes in books kept for the purpose:
   1. of all appointments of officers made by the trustees; and
   2. of all proceedings at meetings of the Trust Fund and of the trustees and of committees of trustees including the names of the trustees present at each such meeting the decision made at the meetings and where appropriate the reason for the decisions.

**The Seal**

1. The seal shall only be used by the authority of the trustees or of a committee of trustees authorised by the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a trustee and by the administrator or by a second trustee.

**Accounts**

* 1. The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
  2. The Trustees must keep accounting records as required by the Companies Act.

**Beneficiaries**

1. The Beneficiaries as defined in the Memorandum of Association of the Trust Fund shall be subject to the rules referred to in Article 61.
2. Not used.

**Means of Communication to be Used**

1. Subject to the articles, anything sent or supplied by or to the Trust Fund under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Trust Fund.
   1. Subject to the articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
2. Any notice to be given to or by any person pursuant to the articles:
   1. must be in writing; or
   2. must be given in electronic form.

56A (1) The Trust Fund may give any notice to a member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or

(c) by leaving it at the address of the member; or

(d) by giving it in electronic form to the member's address; or

(e) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.

(2) A member who does not register a current address with the Trust Fund or who registers only a postal address that is not within the United Kingdom England and Wales shall not be entitled to receive any notice from the Trust Fund.

1. A member present in person at any meeting of the Trust Fund shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it is called.
   1. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
   2. Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
   3. In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
      1. 48 hours after the envelope containing it was posted; or
      2. in the case of an electronic form of communication, 48 hours after it was sent.

**Indemnity**

* 1. Subject to the provisions of the Act every trustee or other officer or auditor of the Trust Fund shall be indemnified out of the assets of the Trust Fund against any liability incurred by him in that capacity in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust Fund.
  2. The Trustees may provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust Fund: 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 a breach of duty which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Trust Fund

**Rules**

* 1. 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 Trust Fund and for the purposes of prescribing classes of and conditions of membership and Beneficiaries and in particular but without prejudice to the generality of the foregoing they may include the following rules bye laws or regulations regulating:
     1. the admission and classification of members and Beneficiaries of the Trust Fund (including the admission of organisations to membership) and the rights and privileges of such members and Beneficiaries, and the conditions of membership of the Trust Fund and as Beneficiaries and the terms on which members of the Trust Fund or the Beneficiaries may resign or have their membership of the Trust Fund or as Beneficiaries terminated and the entrance fees, subscriptions and other fees or payments to be made by members or Beneficiaries;
     2. the conduct of members of the Trust Fund or Beneficiaries in relation to one another, and to the Trust Fund's servants;
     3. the setting aside of the whole or any part or parts of the Trust Fund's premises at any particular time or times or for any particular purpose or purposes;
     4. the procedure at general meetings and meetings of the trustees and committees of the trustees in so far as such procedure is not regulated by the articles;
     5. generally, all such matters as are commonly the subject matter of company rules.
  2. The Trust Fund 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 Trust Fund all such rules or bye laws, which shall be binding on all members of the Trust Fund. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the memorandum or the articles.

1. For the avoidance of doubt the expression "membership" and "member" used throughout the Articles of Association shall refer to the members and membership of the Trust Fund. The expression "Beneficiary" shall mean those individuals referred to in the memorandum of association of the Trust Fund who shall become beneficiaries of the Trust Fund.

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Signatures, Names and Addresses of Subscribers

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Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

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**Article 61 Rules / Bylaws**

Matrix of Rules / Bylaws Adopted by Management Committee Trustees

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| --- | --- | --- | --- |
| Date | Meeting Minute Ref | Item | Comment |
| 07/12/2017 | 3 | Volunteer workers of Hampshire Constabulary adopted as Beneficiaries for the period of their service subject to their inclusion in any application for funding being initiated by a serving substantive beneficiary. | With immediate effect |
| 11/04/2018 | 4.2 | Subject to financial market conditions, it is the aspiration of SPCTF Trustees to sustain £1.27M from the initial club sale as its baseline capital investment in order to maintain the long term future of the Fund. | With immediate effect |