

CULTURE AND ENVIRONMENT SCRUTINY COMMITTEE

MONDAY, 9 DECEMBER 2024 AT 6.30 PM
COMMITTEE ROOM 2, TOWN HALL, JUDD STREET, LONDON WC1H 9JE

Enquiries to: Sola Odusina, Committee Services
E-Mail: sola.odusina@camden.gov.uk
Telephone: 0207 974 6884 (Text phone prefix 18001)

SUPPLEMENTARY AGENDA

Wards

4. DEPUTATIONS (IF ANY)

This deputation objects to the proposals to close the Central YMCA on Great Russell Street. (Pages 3 - 54)

SUPPLEMENTARY AGENDA ENDS

Issued on: Friday 06 December 2024

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DEPUTION FOR MONDAY DECEMBER 9th CULTURE & ENVIRONMENT SCRUTINY COMMITTEE

Wp ref: db/2024 12 05 YMCA DEPUTION FOR MONDAY DECEMBER 9th CULTURE.

SUMMARY

Please note I have asked if a YMCA staff member may come with me.
Below I include the closure notice sent to members on December 2nd inst.

I will outline the services provided by the Central YMCA and point out that Camden provided support when it was being built in Great Russell Street.

I will ask the Council to take concrete steps to try to prevent its proposed sale & closure.

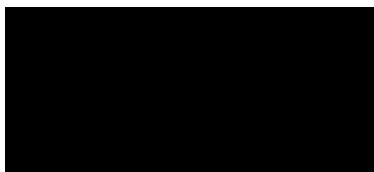
These probably unusual steps are as follows, and similar to those being taken regarding the proposed sale and closure of the Jubilee Sports Hall in Covent Garden. I am not a lawyer and may have omitted items:

That Camden Council:

1. Analyse the Memorandum & Articles of below to ascertain by what mechanisms the Central YMCA (CY) trading & charity are able to dispose of their assets. I attach the relevant documents
2. Request from the CY Board the minutes of the relevant meetings where this decision was made and a) on what grounds, and b) by which sections of their Mem & Arts, based upon 1 above;
3. Write immediately to the Charity Commission requesting the grounds upon which the CC has agreed this proposed sale. The CC has strict rules on the sale of charity assets;
4. Write similarly to Companies House (if found to be relevant);
5. Ask the CY why members were not asked to a general meeting to propose solutions to their financial situation
6. Following the above asses what Camden and others may do to prevent the sale & closure of the CY.

If Camden cannot do the above, make funds available to instruct Keystone Law to do same (and whatever else in their opinion may be required).

Please note that Keystone Law are carrying out the same exercise regarding the same situation with the Jubilee Sports Hall. They are instructed by the Covent Garden Area Trust & the Covent Garden Community Association.



December 5th 2024



Central YMCA
112 Great Russell Street
London, WC1B 3NQ
t. +44(0)27343 1844
f. +44 (0)84 3221 1550
info@ymca.co.uk
ymca.co.uk

02.12.2024 *by email*

Dear David,

I am writing with some important news about the future of the Central YMCA Club site at 112 Great Russell Street.

For a number of months, the trustees and senior leadership team at CYMCA have been conducting a strategic review to determine how best to deliver for our beneficiaries in light of the mounting challenges facing the charitable sector.

With demographic changes in the city centre; the ageing of the Club building and accessibility and spacing issues; changes to health & wellbeing practices, and soaring site maintenance costs, it has become clear that the cost of operations at the Club are now not being covered by the number of members the Club can sustain.

Therefore after much consideration and with the best interests of the charity and our beneficiaries at heart, we have completed the sale of the 112 Great Russell Street site.

We want to continue to break down barriers to access and education, and to meet the needs of the less privileged and under-represented in ways that will prove most valuable to them. This sale will allow us to reinvest in more sustainable, impactful, and forward-looking ways of broadening our service provision, better serving both existing and new communities.

This means that the Central YMCA Club at 112 Great Russell Street will cease trading on 7th February 2025

We understand that this will be an unnerving message to receive and we want to assure you that we are working very closely with our leisure providers in the Borough and surrounding area to ensure the continuance of provision, though we recognise that this will look different for each of you.

Further communications will follow over the coming days in regard to all the options available. However, we understand how valued the services are that are delivered from the Club for your wellbeing. We have therefore arranged for staff to be available to discuss this with you in more detail on the following dates:

Wednesday 4th December 10am - 2pm
Tuesday 10th December 10 am - 2pm.

Those members that have paid in full or by Direct Debit, your existing membership will include access to our gym facility at Moorgate, more details can be found here: [Moorgate Fitness Club](#).

Those on annual + PAYG will not be eligible on their current rates.

I know this will come as a shock to many of you and I apologise for any inconvenience or distress this may cause you. If you have any questions, please do direct them to Bella Colafrancesco and Andrew Erwich at membership.enquiries@ymca.co.uk.

Yours sincerely,

Ryan Palmer
Chief Executive
a world of good

Central Young Men's Christian Association. Registered charity No. 213121. Limited company registered in England 119249.
Registered office: 112 Great Russell Street, London WC1B 3NQ. YMCA® is a trademark registered in Great Britain and Northern Ireland. ISO9001 accredited.

Received 05.12.24



Dear Members,

Thank you for reaching out to us following the announcement on Monday in regards to the sale and pending closure of 112 Great Russell Street.

We have received a number of enquiries and where appropriate we will respond to those individually, but in the interests of full transparency, we also wanted to take the opportunity to address some of the most frequently asked questions.

We are deeply touched by the many positive and supportive comments that have been made online expressing gratitude and recognition of the long-serving work Central YMCA has fulfilled in Camden and across local communities over the years. Our commitment to this remains unwavering and we look forward to continuing that work in other guises long into the future.

On the future of Central YMCA:

Query	Response
Is Central YMCA closing for good?	Central YMCA has not shut down – we have announced the sale of our Club site at 112 Great Russell Street only. Our operations, including our education services and programmes across the country, will still continue and we still have CYMCA club sites at Kings Cross and Moorgate .

In regards to cancellations and reimbursements:

Query	Response
Will you reimburse my PIF membership?	Yes. Reimbursement will be calculated on a pro rata basis based on cancellation date and/or closure date. Normal cancellation policy of one month's notice will stay in effect until 7 th January 2025.
How will reimbursements be calculated?	Refunds will be calculated pro rata on cancellation date or close of site - where we have appropriate bank details on file.
Membership end at closure date, pro-rated	Any member who does not transfer or cancel their membership ahead 7 th January 2025 will have any outstanding balance on their membership term refunded where we have appropriate bank details on file.
Where can I find the cancellation policy?	You can find the cancellation policy at section 18 in our Terms and Conditions here: Terms and Conditions - Central YMCA Club
Will usual cancellation policy apply?	The standard cancellation policy outlined in our terms and conditions (Terms and Conditions - Central YMCA Club) will apply until 7 th January 2025, requiring one month's notice. From January 8 th 2025, the notice period in the cancellation policy will be waived.
What are our wider membership options?	<p>Moorgate membership will be included in all Club memberships until closure.</p> <p>Options to transfer to KX and or Moorgate will be made available before Christmas.</p> <p>Cancellation, termination and/or refunds are available as indicated in other responses.</p> <p>We are actively negotiating with local partners to explore other options for our current members. We will update on these as/when they become available.</p>
Cancel post DD run January	DD payments will cease after the January payment run and cover attendance up until closure on 7 th February 2025.

Is my DD transferrable to Moorgate?	Yes, absolutely. The Moorgate facility is now included in your membership to CYMCA Club.
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On the future of 112 Great Russell Street:

Query	Response
Will the site be open as usual until 7th February?	Yes, the site will be open as usual until end of day on 7 th February 2025.
Has the sale gone through	Yes. The sale has been fully completed.
Who has the building been sold to?	The site has been sold to Criterion Capital, a real estate developer that owns and operates multiple sites across London, including hotels.
Will it remain a gym/pool?	The future of the site will be subject to the new owners and/or council decision in regards to change of use.

In regards to nearby facilities:

	Response
another YMCA pool	YMCA St Paul's Group manages Hampton Pool , known as "S West London's best kept secret" situated next to Royal Bushy The main pool is 36 metres long plus a learner pool dedicated children and their parents.
for programme of at Moorgate/KX	Details of these class schedules will be released pre-Christmas
Moorgate or KX have any other pools?	No. There is a YMCA pool with the St. Pauls Group and pools to the current Club facility at Oasis, Endell Street & Marshall & operated by other providers.
Moorgate be the same price as Jubilee Hall?	Current RRP is £49.95 per month, concessions are available.
Can you recommend any other sites?	Our sites in Moorgate and KX . Jubilee Hall Trust .

	The closest facilities to the Club site are Oasis, Marshall Street & Nuffield Health
Can I use other YMCA facilities	All YMCA groups operate as independent businesses, so this is not currently possible. However, you will be able use Central YMCA's facilities at Moorgate and KX.

With regards ongoing provision and services:

	Response
older adult, where can I go to classes?	We are currently in negotiation with local providers to ensure continuance of older adult provision. We will also be running classes out of our Moorgate and KX facilities. Details of these class schedules will be released pre-Christmas. We will not be in a position to release a full view of retained services until the staff consultation process has completed at the end of January.
able to do classes at KX?	Yes, absolutely. Details of these class schedules will be released pre-Christmas.
Health Continuance	We are still reviewing full continuance or transference of provision and will release full details this side of Christmas, but the hope is to be able to continue Positive Health out of our KX site.

Other:

	Response
so much money spent on repairing the pool?	Repairing the pool was considered imperative to continue service provision, unfortunately the loss of ~900 members during its period of closure that did not return on re-opening compounded the financial challenges faced by the building's operation.
happen to the staff	We are going through a consultancy process currently and can determine the outcomes of this but we will retain as many staff as are able.

Can we save the facility?

Regrettably this is not a feasible scenario. The sale has been completed, and the rising costs, declining utilisation and projected maintenance costs make continued operations untenable.

Sincerely,

Andrew Erwich and Bella Colafrancesco

On behalf of Central YMCA

Follow us on



020 3994 9600 | [Email us](#) | [Visit our website](#) | [View in browser](#)

© YMCA Club is part of Central YMCA. Charity number 213121.
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COMPANY NO: 3667206

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

PROFESSIONAL FITNESS LIMITED¹

1. The name of the Company is "PROFESSIONAL FITNESS LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of

¹ The name of the Company was changed from Charco 753 Limited by a written resolution passed on 26th March 1999.



marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.

- (b) To carry on any other business of a similar nature, or any business which may in the opinion of the directors be conveniently carried on by the Company.
- (c) To acquire and assume for any estate or interest and to take options over, construct, develop or exploit any property, real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act and carry on business as a holding company.
- (d) To manufacture, prepare, process, import, export, deal in and store any goods and other things and to carry on the business of manufacturers, preparers, processors, importers, exporters and storers of and dealers in any goods and other things.
- (e) To acquire and exploit lands, mines and mineral rights and to acquire, explore for and exploit any natural resources and to carry on any business involving the ownership or possession of land or other immovable property or buildings or structures thereon and to construct, erect, install, enlarge, alter and maintain buildings, plant and machinery and to carry on business as builders, contractors and engineers.
- (f) To provide services of all descriptions and to carry on business as advisers, consultants, brokers and agents of any kind.
- (g) To advertise, market and sell the products of the Company and of any other person and to carry on the business of advertisers or advertising agents or of a marketing and selling organisation or of a supplier, wholesaler, retailer, merchant or dealer of any kind.

- (h) To provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provisions.
- (i) To lend money, and grant or provide credit and financial accommodation, to any person and to carry on the business of a banking, finance or insurance company.
- (j)
 - (i) To carry on the business of an investment or property company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
 - (ii) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
 - (iii) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof.
- (k) To acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company.
- (l) To enter into any arrangement with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges,

franchises and concessions and to carry out, exercise and comply with the same.

- (m) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligations in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities.
- (n) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums interest, dividends and other moneys payable on or in respect of any securities or liabilities of any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.
- (o) To amalgamate or enter into partnership or any profit-sharing arrangement with, and to co-operate or participate in any way with, and assist or subsidise any person.
- (p) To accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, and other instruments and securities, whether negotiable or otherwise.
- (q) To apply for, purchase or otherwise acquire any interest in any copyright, designs, patents, brevets d'invention, trade marks, licences, concessions, know how, confidential information and the like conferring any exclusive or non-exclusive or limited right to use any processes, or other information in relation to the Company's business or any part thereof or generally any inventions which may seem to the Company capable of being usefully dealt in; to use, exercise, develop, manufacture under or grant licenses in respect of or otherwise turn to account any such copyright, designs, patents, brevets d'invention, trade

marks, licences, concession, know how, confidential information and the like and information generally and to carry on the business of an inventor, designer or research organisation.

- (r) To sell, exchange, mortgage, charge, let or rent, share of profit, royalty or otherwise, grant licenses, easements, options, servitudes and other rights over, and in any other manner deal with, or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities.
- (s) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any purpose.
- (t) To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund, trust or business promoters or managers and of underwriters or dealers in securities, and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustees of any kind and to undertake and execute any trust.
- (u) To pay all the costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England.
- (v) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages,

facilities and services for any persons who are or have been directors of, who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (w) To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
- (x) To distribute any of the property of the Company among its creditors and members in specie or kind.
- (y) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustee or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (z) To carry on any other business or activity and do anything of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members.
- (aa) To do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and

whether formed, incorporated domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid shares, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by references to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

**NAMES, ADDRESSES AND
DESCRIPTION OF SUBSCRIBERS**

**NUMBER OF SHARES TAKEN
BY EACH SUBSCRIBER**

HALCO SECRETARIES LIMITED
8-10 New Fetter Lane
London EC4A 1RS

1
For and on behalf
Halco Secretaries
Limited

Company Formation

Norman Harold Starritt
Director/Secretary

HALCO MANAGEMENT LIMITED
8-10 New Fetter Lane
London EC4A 1RS

1
For and on behalf of
Halco Management
Limited

Company Formation

David H. Berry
Director/Secretary

DATED this 6th day of November
One thousand nine hundred and ninety eight

WITNESS to the above signatures:-

Mrs Kim Rajan
8-10 New Fetter Lane
London EC4A 1RS

Company Secretarial Administrator

COMPANY NO: 3667206

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PROFESSIONAL FITNESS LIMITED

PRELIMINARY

1. In these Articles and in Table A:-

"the Act" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

"Table A" means Table A in the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985.

2. (A) Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.

(B) Regulations 24, 46, 50, 73-80 inclusive, 94-97 inclusive and 118 in Table A shall not apply to the Company, but the Articles

hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARE CAPITAL

3. The capital of the Company at the date of adoption of these Articles is £100 divided into 100 Ordinary Shares of £1 each.

SHARES

4. (A) The directors shall have general and unconditional authority (limited in time as hereinafter provided) to allot any relevant securities up to the maximum amount hereinafter laid down. The maximum amount of relevant securities which may be allotted under the authority hereby conferred shall be that which would result in the issue of all the shares in the Company for the time being unissued. Subject to Section 80(7) of the Act, the authority hereby conferred shall expire five years after the date of the adoption of these Articles unless renewed (with or without variation) by the Company in general meeting at any time and from time to time before or after the date on which it would otherwise have expired.
 - (B) The Company may at any time and from time to time prior to the expiry of the authority conferred by paragraph (A) of this Article or any renewal thereof make any offer or agreement which would or might require relevant securities to be allotted after such expiry.
 - (C) Save as otherwise provided in these Articles, all unissued shares (whether forming part of the original or any increased capital) which the directors are authorised (by these Articles or otherwise) to allot shall be at the disposal of the directors who may allot, grant options over, offer or otherwise deal with or dispose of them to such persons, at such times and generally on such terms and conditions as they may determine.
 - (D) In this Article "relevant securities" shall have the meaning ascribed thereto by Section 80(2) of the Act and references to the allotment of relevant securities shall be construed in the same manner as in that Section.
5. By virtue of Section 91 of the Act the provisions of Section 89(1) of the Act shall not apply to the Company.

6. The lien conferred by Regulation 8 in Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders. The said Regulation 8 shall be modified accordingly.
7. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSMISSION OF SHARES

8. The Board may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. Regulation 31 in Table A shall be modified accordingly.

TRANSFERS OF SHARES

9. The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share whether or not it is a fully paid share.

GENERAL MEETINGS

10. If and so long as the number of members is less than two, a sole member may exercise all the rights vested in the members and Regulation 40 of Table A shall not apply.
11. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by any member present in person or by proxy and entitled to vote, and a demand by a person as proxy for a member shall be the same as a demand by the member. The Chairman shall not have a casting vote on an equality of votes, whether on a show of hands or on a poll at any general meeting.

12. If at any adjourned meeting of meetings of members of the Company a quorum is not present within half an hour from the time appointed for the meeting, the member present shall be a quorum.
13. For the purpose of Regulation 53 in Table A a director or secretary of a corporation which is for the time being a member shall be deemed to be a person authorised to execute a resolution on behalf of that corporation.
14. A proxy shall be entitled to vote on a show of hands and Regulation 54 in Table A shall be modified accordingly.

DIRECTORS

15. The number of directors need not exceed one. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles or Table A. Regulations 64 and 89 in Table A shall be modified accordingly.
16. A director shall not be required to hold any qualification shares in the Company, but nevertheless shall be entitled to attend and speak at any general meeting and at any separate general meeting of the holders of any class of shares in the capital of the Company.
17. A director shall be paid such remuneration by way of salary, commission or percentage of profits or otherwise as the directors may determine. Regulation 82 in Table A shall be modified accordingly.

ALTERNATE DIRECTORS

18. Each director shall have the power from time to time to appoint any other director or any person approved by the directors (such approval not to be unreasonably withheld) to act as an alternate director and may remove from office an alternate director as appointed by him. Regulation 65 in Table A shall be modified accordingly.
19. (A) The remuneration of an alternate director shall be payable out of the remuneration payable to the director appointing him and shall consist of such part (if any) of such remuneration as shall be agreed between the alternate director and the director appointing him. Regulation 66 in Table A shall be modified accordingly.

(B) The alternate director shall benefit from the indemnity set out in Article 28.

PROCEEDINGS OF DIRECTORS

20. Subject to the provisions of Part X of the Act a director may be interested directly or indirectly in any contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him.
21. At any meeting of the directors or of any committee of the directors the chairman shall not have a casting vote or second vote on an equality of votes and Regulation 88 of Table A shall be modified accordingly.
22. Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

23. The directors shall have power at any time and from time to time, to appoint any person or persons to be a director or directors, either to fill a casual vacancy or as an addition to the existing directors.
24. Without prejudice to the powers of the Company under Section 303 of the Act to remove a director by ordinary resolution, the holder or holders for the time being of more than one half in nominal value of the issued ordinary shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a director or directors, either as an addition to the existing directors or to fill any vacancy, and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed on its behalf

by one of its directors, and shall take effect upon lodgement at the registered office of the Company.

25. Regulation 81(e) in Table A shall not apply if the absent director shall have appointed an alternate director who has not been similarly absent during the period referred to therein.
26. The Company may at any time and from time to time by ordinary resolution appoint any person who is willing to act to be a director, either to fill a casual vacancy or as an additional director.

DIVIDENDS

27. Dividends shall be declared and paid according to the amounts paid up or credited as paid up on the shares on which the dividend is paid. Regulation 104 in Table A shall be construed accordingly.

INDEMNITY

28. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

HALCO SECRETARIES LIMITED
8-10 NEW FETTER LANE
LONDON EC4A 1RS

For and on behalf of
Halco Secretaries Limited

Norman Harold Starritt
Director/Secretary

Company Formation

HALCO MANAGEMENT LIMITED
8-10 NEW FETTER LANE
LONDON EC4A 1RS

For and on behalf of
Halco Management Limited

David Harold Berry
Director/Secretary

Company Formation

DATED this 6th day of November
One thousand nine hundred and ninety eight

WITNESS to the above signatures:-

Mrs Kim Rajan
8-10 New Fetter Lane
London EC4A 1RS

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FILE COPY
CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

Company Number 3667206

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

PROFESSIONAL FITNESS LIMITED

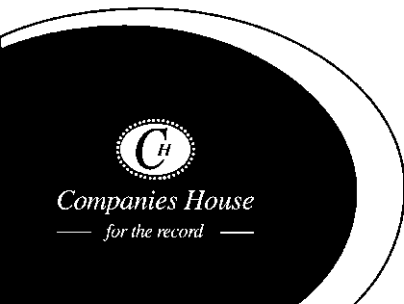
a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

CENTRAL YMCA TRADING LIMITED

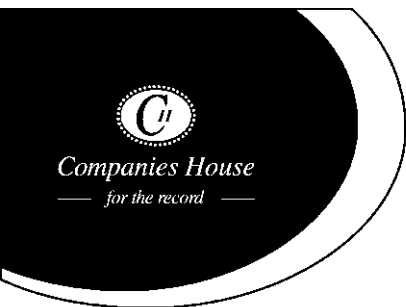
Given at Companies House on **2nd November 2012**



X1KU2KHS



The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



NM01(ef)

Notice of Change of Name by Resolution

Company Number: 03667206

Company Name: PROFESSIONAL FITNESS LIMITED

Received for filing in Electronic Format on the: 02/11/2012

Notice is hereby given that the company has resolved to change its name as set out in the attached resolution

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Liquidator, Administrator, Administrative Receiver, Receiver, Receiver Manager, Charity Commission Receiver and Manager, CIC Manager.

COMPANIES ACT 2006
SPECIAL RESOLUTION ON CHANGE OF NAME

Company number: 03667206

Company name:

PROFESSIONAL FITNESS LIMITED

The following special resolution to change the name of the company was agreed and passed by members.

On the 30th August 2012

That the name of the company be changed to:

CENTRAL YMCA TRADING LIMITED

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Company number: 119249

Charity number: 213121

**PRIVATE COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

Certificate of passing of special resolutions

Of

Central Young Men's Christian Association (the Company)

At an Annual General Meeting of the Company held on 29 November 2018 at 112 Great Russell Street, London, WC1B 3NQ, the following resolutions were passed:

1. That Article 37 of the Association's Articles of Association is amended to read:

37 The ordinary business of an annual general meeting shall be the consideration of the accounts and balance sheet and the report of the Board and Auditors, the election or re-election of the Trustees and other officers eligible for election, the appointment or re-appointment and the fixing of the remuneration of the Auditors, and the transaction of any other business which, under these Articles ought to be transacted at an annual general meeting. All other business transacted at an annual general meeting and all business transacted at a general meeting shall be deemed special

2. That Article 64 of the Association's Articles of Association is amended to read:

64 Trustees shall (subject to provisions of Article 67) remain in office for a term of three years. At the annual general meeting of the Association each Trustee who has completed a three year term shall retire from office. A retiring Trustee shall be eligible for re-election. Unless Members decide that it is in the best interest of the Association, no Trustee shall be elected for more than three terms of office

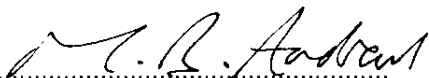
3. That Article 65 of the Association's Articles of Association is amended to read:

65 For avoidance of doubt, the number of consecutive years served by a Trustee prior to the date of the adoption of these Articles shall be counted when determining the length of time a Trustee has been in office. If a Trustee has served equal to or over three terms of office at the date these Articles are adopted Members must determine on review whether or not he or she is eligible to stand for election for a further term in accordance with Article 64

4. That Article 66 of the Association's Articles of Association is amended to read:

66 Subject to Article 60, the Association in general meeting may from time to time increase or reduce the number of Trustees

Signed:



Dated:

29 November 2018

Mark Andrews, Chair of Trustees

for and on behalf of

THE CENTRAL YOUNG MEN'S CHRISTIAN ASSOCIATION

SATURDAY



A29 *A7LBZDE8* #411
22/12/2018
COMPANIES HOUSE

THE COMPANIES ACT 2006

A COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE CENTRAL YOUNG MEN'S CHRISTIAN ASSOCIATION

(As amended and adopted by Special Resolutions passed on 1st October 2012, 11th June 2015, 23rd June 2017 and 29th November 2018)

PRELIMINARY

1 Defined terms

1.1 *In these Articles unless the context otherwise requires*

Act means the Companies Act 2006

Articles means the Articles of Association of the Association for the time being in force

Associate Member means an individual admitted as an Associate Member of the Association under Article 21

Association means THE CENTRAL YOUNG MEN'S CHRISTIAN ASSOCIATION

Auditors means the firm of accountants having an appropriate qualification appointed as such by the Board

Board means the Board of Trustees for the time being of the Association

Chairman means the Chairman of the Board elected in accordance with Article 71

Charities Legislation	means the Charities Acts 1992, and 2011 and the Charities (Accounts and Reports) Regulations 2008 as amended, restated or re-enacted from time to time
Full Member	means any person but not (for the avoidance of doubt) any incorporated body who being committed to the Movement's Corporate Aim (as set out in Article 2) is prepared (as a condition of such Full Membership) to sign the affirmation appropriate to Full Membership Such Full Member shall have all rights and be subject to all the obligations of a Full Member as set out in these Articles and 'Full Membership' shall be construed accordingly
Members	means Full Members and Associate Members
Month	means calendar month
Secretary	means any person appointed as the General Secretary of the Association by the Board (if any) pursuant to Article 91
Statutes	means the Act, the Charities Legislation and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the Association
Trustee	means any person who is duly appointed as such in accordance with these Articles. For the avoidance of doubt the Trustees are the 'directors' of the Association for the purposes of the Act
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

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

1.3 Words which are used in or defined by the Act, shall have the same meaning when used in these Articles

OBJECTS

2 The objects for which the Association is established are to promote and assist the advancement of the spiritual, social, intellectual and physical condition of principally young men and women (but without any specific restriction as to age)

2.1 The activities of the Association are in accordance with and by such means as are consistent with the Basis of Alliance of the Young Men's Christian Associations in various countries throughout the world which was adopted at the General Conference of Delegates from the Associations of Europe and America held in Paris in August, 1955, and expressed in the following terms, namely

'The Young Men's Christian Associations seek to unite those young men who, regarding the Lord Jesus Christ as their God and Saviour, according to the Holy Scriptures, desire to be His disciples in their doctrine and in their life and to associate their efforts for the extension of His Kingdom among young men'

and with any other statements accepted by The Young Men's Christian Associations movement nationally or internationally which shall convey the intention to maintain the Christian purpose of the Association including the following statement of Aims and Purposes adopted by The Young Men's Christian Associations of the United Kingdom in September 1971, namely:-

'The Young Men's Christian Association is a Christian Movement At its centre are Christians who, regarding Jesus Christ as Lord and Saviour, desire to share their faith with others and make him known, believed, trusted, loved, served and exemplified in all human relationships. It welcomes into its fellowship persons of other religious faiths and of none

Accordingly The Young Men's Christian Association stands for

- (a) A worldwide fellowship based on the equal value of all persons
- (b) Respect and freedom for all, tolerance and understanding between people of different opinions
- (c) Active concern for the needs of the community
- (d) United effort by Christians of different traditions and those of other faiths or none

2.2 The Young Men's Christian Association aims to

- i. Provide a welcome to Members and beneficiaries for themselves, in a meeting place which is theirs to share, where friendship can be made and counsel sought
- ii. Develop activities which stimulate and challenge its Members and beneficiaries in an environment that enables them to take responsibility and find a sense of achievement
- iii. Involve all Members in care and work for others
- iv. Create opportunities for exchanging views, so that its Members can improve their understanding of the world, of themselves and of one another
- v. Relieve or assist in the relief of persons of all ages who are in conditions of need, hardship or distress by reason of their social, physical or economic circumstances.

APPLICATION OF INCOME AND PROPERTY

- 3 The income and property of the Association shall be applied solely towards the promotion of the objects, and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members of the Association. This does not prevent
- 3.1 a Member of the Association receiving a benefit from the Association in the capacity of a beneficiary of the Association, or
- 3.2 reasonable and proper remuneration to any Member of the Association who is not also a Trustee of the Association for any goods or services provided to the Association

TRUSTEES' BENEFITS

- 4 No Trustee shall be appointed to any office of the Association, be employed by the Association or receive any remuneration or other benefit in money or money's worth from the Association unless the payment or benefit in question
- 4.1 is permitted pursuant to Article 5, or
- 4.2 has been previously and expressly authorised in advance and in writing by the Charity Commission for England and Wales and any procedures prescribed by the said Charity Commission are fully adhered to

PERMITTED BENEFITS

- 5 Subject to Article 6 nothing herein shall prevent the payment in good faith by the Association of:-
- 5.1 reasonable and proper remuneration to a Trustee for services rendered to the Association otherwise than any remuneration for services provided by a Trustee in his capacity as a Trustee or under a contract of employment,
- 5.2 monies for the supply of goods by a Trustee to the Association, whether such goods are provided in connection with the provision of services referred to at Article 5.1 or otherwise,
- 5.3 interest at a reasonable and proper rate (not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees) on money lent to the Association by any Trustee,
- 5.4 reasonable and proper rent for premises demised or let to the Association by any Trustee,
- 5.5 fees, remuneration or other benefit in money or money's worth to any other company of which any Trustee may also be a member holding not more than 1% of the issued share capital of that company,
- 5.6 reimbursement of reasonable out-of-pocket expenses actually incurred by any Trustee in or about the affairs of the Association,

- 5.7 any payments made pursuant to Articles 84 and 85

CONDITIONS RELATING TO TRUSTEES' BENEFITS

- 6 Save for the payments referred to in Articles 5.6 and 5.7, the Association and its Trustees may only rely upon the authority provided by Article 5 in respect of payments or benefits to a Trustee if each of the following conditions is satisfied
- 6.1 the remuneration or other sums paid to the Trustee does not exceed an amount that is reasonable in all the circumstances,
- 6.2 the Trustee is absent from the part of any meeting at which there is discussion of
- 6.2.1 his contract or remuneration, or any matter concerning the contract,
- 6.2.2 his performance in the employment, or his performance of the contract, or
- 6.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under Article 5,
- 6.3 the Trustee does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting,
- 6.4 the remaining Trustees are satisfied and agree that it is in the best interests of the Association to contract with that Trustee rather than with someone who is not a Trustee,
- 6.5 the reason for their decision is recorded by the Trustees in the minute book,
- 6.6 the amount or maximum amount of any remuneration payable to a Trustee is set out in an agreement in writing between the Association or Trustees and that Trustee, and
- 6.7 the number of Trustees then in office who have received remuneration or other benefits from the Association are in a minority

CONFLICTS OF INTEREST

- 7 A Trustee must declare to the other Trustees any situation of which he is aware in which he has, or could have, a direct or indirect interest that conflicts, or might conflict, with the interests of the Association unless the situation cannot reasonably be regarded as likely to give rise to a conflict of interest
- 8 An interest of a Trustee to be disclosed under Article 7 may be declared at a meeting of the Board, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act
- 9 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation, company or person and the conflict is not authorised by virtue of any other provision in the Articles, the remaining Trustees may authorise such a conflict of interest if each of the following conditions is satisfied

- 9.1 the Trustee is absent from the part of any meeting at which there is discussion of the conflict of interest, including any arrangement or transaction affecting that other organisation, company or person,
 - 9.2 the Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting, and
 - 9.3 the remaining Trustees are satisfied and agree that it is in the interests of the Association to authorise the conflict of interest which has arisen
- 10 A conflict of interest arising for a Trustee because of a duty of loyalty owed to another organisation, company or person may only be authorised in the manner set out at Article 9 if such a conflict does not involve a direct or indirect benefit of any nature to a Trustee

DEFINITIONS APPLICABLE TO ARTICLES 3 - 10

- 11 The following words in Articles 3 - 10 inclusive (as the case may be) shall have the following meanings
- 11.1 'Association' (as defined in Article 1) shall include any company in which the Association:
 - 11.1.1 holds more than 50% of the shares,
 - 11.1.2 controls more than 50% of the voting rights attached to the shares, or
 - 11.1.3 has the right to appoint one or more directors to the board of the company, and
 - 11.2 'Trustee' (as defined in Article 1) shall include the following
 - 11.2.1 a child, parent, grandchild, grandparent, brother or sister of a Trustee,
 - 11.2.2 the spouse or civil partner of a Trustee or of any person falling within Article 11.2.1,
 - 11.2.3 a person carrying on a business in partnership with a Trustee or with any person falling within Articles 11.2.1 or 11.2.2,
 - 11.2.4 an institution which is controlled
 - (a) by a Trustee or by any person falling within Articles 11.2.1, 11.2.2 or 11.2.3, or
 - (b) by two or more persons falling within Article 11.2.4(a) when taken together, and
 - 11.2.5 a body corporate in which
 - (a) the Trustee or any person falling within Articles 11.2.1, 11.2.2 or 11.2.3 has a substantial interest, or
 - (b) two or more persons falling within paragraph (a), when taken together, have a substantial interest

- 11.3 Paragraphs 2 to 4 of Schedule 5 to the Charities Act 1993 apply for the purposes of interpreting the terms used at Article 11.2 as follows.
- 11.3.1 'child' includes a step-child and an illegitimate child;
- 11.3.2 'civil partner' shall include a person living with a Trustee as that Trustee's husband or wife and includes two persons of the same sex who are not civil partners but live together as if they were,
- 11.3.3 a person controls an institution if he is able to secure that the affairs of the institution are conducted in accordance with his wishes;
- 11.3.4 a person has a substantial interest in a body corporate if he is
- (a) interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or
 - (b) is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body
- 12 Liability of the Full Members is limited
- 13 Every Full Member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while he is a Full Member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before he ceases to be a Full Member, and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding the sum of thirty seven and one half pence
- 14 If upon the winding up or dissolution of the Association there shall remain, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but if and so far as possible shall be given or transferred to any incorporated or unincorporated society, association, body or institution which shall be willing and shall undertake to continue the work, objects and functions of the Association upon substantially similar lines and which shall by its constitution be prohibited from distribution or shall undertake not to distribute its income or property among its members to a greater extent than the Association is allowed to do, or in default thereof to the National Council of Young Men's Christian Associations Incorporated if then existing; and in default thereof then to some other institution or institutions having objects substantially similar to those of the Association and prohibited from distributing or undertaking not to distribute its income or property among its or their members beyond the extent last mentioned, such institution or institutions to be determined by a resolution passed at a general meeting of the Full Members of the Association at or before the time of dissolution or if and so far as effect cannot be given to the provisions in this Article then any such property as aforesaid shall be given or transferred to some other charitable object or objects

FULL MEMBERS

- 15 For the purposes of company law the Full Members are members of Association in accordance with section 112 of the Act and have the right to attend and vote at general meetings of the Association
- 16 Full Members shall be such persons as shall be admitted by the Board upon such evidence as the Board may from time to time deem satisfactory to establish in all respects their suitability to be Full Members of the Association. The discretion of the Board shall be absolute, and it may postpone the matter for further consideration and may refuse to admit any person proposed without giving any reason for such postponement or refusal
- 17 Every Full Member of the Association shall either sign a written consent to become a Full Member or sign the register of Full Members on becoming a Full Member
- 18 For the purpose of registration the number of Full Members of the Association is declared to be unlimited
- 19 Every proposal for admittance to Full Membership shall be made in writing signed by the candidate and by two Full Members proposing him and shall be sent or left at the registered office of the Association addressed to the Secretary, who shall cause the name and address of the candidate and his proposer to be posted up in the registered office of the Association or in such other place or places as the Board shall from time to time direct, at least seven days before the consideration of the proposal by the Board. Every such proposal shall be in such form as the Board shall from time to time prescribe. At the next ordinary meeting of the Board, which shall be held after the expiration of the said seven days, the Board shall consider such proposal
- 20 A person shall cease to be a Full Member
 - 20.1 on giving one Month's notice in writing of his intention to resign addressed to the Secretary at the registered office of the Association but he shall continue to be liable to pay any subscription due up to the date of his resignation and his liability to contribute to the funds of the Association in the event of its being wound up shall continue for one year after such date,
 - 20.2 if he is removed by resolution passed by a majority consisting of at least two-thirds of the Trustees present at a meeting of the Board, either on the ground of non-payment of any subscription or on the ground that it considers him unfit or unsuitable for any reason to continue to be a Full Member, and such Full Member shall upon the passing of such resolution immediately cease to be a Full Member. Provided always that at least seven days' previous notice in writing shall be sent or given to the Full Member in question notifying the intention to consider the question of cancelling his membership, and such Full Member shall in any case except where cancellation is proposed on the ground of non-payment of any subscription, have a reasonable opportunity of appearing in person before the Board and giving such explanation as he may desire,
 - 20.3 immediately, if on or after the date that this Article 20.3 is inserted into the Articles, he ceases to be a Trustee of the Association,

- 20.4 immediately if he has not attended an annual general meeting or other general meeting of the Association by person or by proxy for a period of 3 years, or
- 20.5 immediately if he has not supplied the Association with his current residential address

ASSOCIATE MEMBERS

- 21 Associate Members are not members of the Association for the purposes of company law and have none of the rights prescribed in these Articles for Full Members. The Board may prescribe and vary the rights, privileges and obligations of the Associate members at any time in the Rules, Regulations and Bye-Laws of the Association made pursuant to Article 93
- 22 For the avoidance of doubt Associate Members are not entitled to
 - 22.1 be given notice of any general meeting of the Association, and
 - 22.2 vote at any general meeting of the Association
- 23 The Board may if it thinks fit and on such terms and conditions as to proposal for admittance, subscription and otherwise as it may from time to time in its discretion determine or prescribe, admit any young men or women of the age of sixteen years or upwards who are shown to the satisfaction of the Board to be suitable, who confirm their understanding of the Aims and Purposes adopted by the Young Men's Christian Associations of the United Kingdom in September 1971 (as set out in Article 22) and who agree to abide by the Rules, Regulations and Bye-Laws of membership made pursuant to Article 93 from time to time in force
- 24 The Board may from time to time create different classes of Members. The various classes of Members for the time being shall be entitled to use and enjoy such rights and privileges as regards the buildings and facilities provided by the Association and otherwise as the Board shall in accordance with bye-laws or regulations from time to time made by it or otherwise prescribe or allow
- 25 No Member (unless he is also a Full Member) shall in any way be or be deemed to be a Full Member of the Association for any purpose whatever and shall have no rights or obligations whatever as a Full Member under these Articles

SUBSCRIPTIONS AND DONATIONS

- 26 All Members shall pay such subscriptions fees and other charges as may from time to time be prescribed by the Board. Different rates of subscription fees and charges may be fixed or subscriptions fees and charges may be waived according to age or other circumstances
- 27 All subscriptions shall until and unless otherwise provided be deemed to run from the first day of the Month in which the Member is admitted a Member and shall be payable in advance

- 28 The Board shall have power to remit the whole or any part of the subscription fee or charge of any particular Member or to give time for payment thereof on any ground which it may consider expedient or justifiable, and it shall also have power to suspend temporarily the payment of subscriptions fees or charges by any Member on the ground of absence abroad, or any other circumstances which it may think sufficient to justify such a suspension
- 29 The rates and conditions of payment of any subscriptions fees and charges may be altered or varied from time to time by the Board
- 30 All subscriptions of Members and all other income of the Association, and also all gifts, donations and bequests to the Association not made for any particular specified purpose, shall form part of the common funds of the Association and may be applied in such manner and for such purposes as the Association, or the Board exercising the powers of the Association which are vested in it, shall from time to time determine

GENERAL MEETING

- 31 The Association shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Board and not more than fifteen months may lapse between successive annual general meetings
- 32 The Board may whenever they think fit convene a general meeting and general meetings may also be convened on the requisition of the members pursuant to the Act

NOTICE OF GENERAL MEETINGS

- 33 A general meeting of the Association (including an annual general meeting and a meeting convened to pass a special resolution) shall be called by at least 14 days clear notice, but with the consent of Full Members having at least 90% of the voting rights at the meeting intended to be convened and having the right to attend and vote thereat, a meeting may be convened by such notice as those Full Members may think fit
- 34 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so
- 35 The notice must be given to all the Full Members, Trustees, and to the auditors
- 36 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it

PROCEEDINGS AT GENERAL MEETINGS

- 37 The ordinary business of an annual general meeting shall be the consideration of the accounts and balance sheet and the report of the Board and Auditors, the election or re-election of the Trustees and other officers eligible for election, the appointment or re-appointment and the fixing of the remuneration of the Auditors, and the transaction of any other business which, under these Articles ought to be transacted at an annual general meeting. All other business transacted at an annual general meeting and all business transacted at a general meeting shall be deemed special
- 38 Full Members shall be entitled to attend, take part in and vote at all general meetings in person or by proxy
- 39 No business shall be transacted at any general meeting unless a quorum of Full Members is present at the time-when the meeting proceeds to business. Save as provided in Article 40, five Full Members or one tenth of the Full Membership (whichever is the greater) shall be a quorum
- 40 If within half an hour from the time appointed for the meeting a quorum shall not be present, the meeting, if convened upon the requisition of Full Members shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for the meeting, the Full Members present shall be a quorum
- 41 The Chairman if present and willing to act shall preside as the chairman of the meeting at any general meeting of the Association, and failing him the Deputy-Chairman. If none of such persons shall be present and willing to act, the Full Members present shall choose one of their number to act as chairman of the meeting
- 42 The chairman of the meeting may with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen clear days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting
- 43 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by any five Full Members or by Full Members present in person and representing one-tenth of the total voting rights of all the Full Members having the right to vote at the meeting (whichever is the greater) and unless a poll is so demanded a declaration by the chairman of the meeting that a resolution has on the show of hands been carried or carried unanimously or by a particular majority or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Association, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn

- 44 Subject to the provisions of Article 47, if a poll is duly demanded it shall be taken in such manner as the chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 45 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded.
- 46 Subject to Article 47 every Full Member shall have one vote (except that if the chairman of the meeting is a Full Member he shall be entitled to a second or casting vote)
- 47 No Full Member shall be entitled to vote at any general meeting unless all subscriptions and other sums presently payable by him to the Association shall have been paid
- 48 A poll demanded on the election of the chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs
- 49 Every general meeting of the Association shall be opened and closed with prayer
- 50 In addition to general meetings of the Association the Board may from time to time as and when it thinks fit arrange for, convene and hold at the expense of the Association, public meetings, conventions and conferences in furtherance of the work and objects of the Association, at which not only Full Members but also any other persons in sympathy with or interested or likely to become interested in such work and objects may be invited to attend, provided that no such public meeting shall be deemed to be or operate as a general meeting of the Association for any of the purposes of these Articles
- 51 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which
- 51.1 states the name and address of the Full Member appointing the proxy,
- 51.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- 51.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and
- 51.4 is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- 52 The Association may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes
- 53 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

- 54 Unless a proxy notice indicates otherwise, it must be treated as
- 54.1 *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*
- 54.2 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
- 55 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 Association by or on behalf of that person
- 56 An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 57 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
- 58 If a proxy notice is not executed by the 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

MANAGEMENT

- 59 Subject to the Articles, the Trustees are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association and do on behalf of the Association all such acts as may be done by the Association and as are not by statutes or by the Articles required to be done by the Association in general meeting. The Trustees may not do or permit any act or omission which would prejudice the charitable status of the Association

TRUSTEES AND OFFICERS

- 60 The Trustees will be at least three in number
- 61 No person may be appointed as a Trustee
- 61.1 unless he has attained the age of 18 years, or
- 61.2 unless he is a Full Member, or
- 61.3 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 67

62 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at Board meetings

63 The Board shall have power at any time and from time to time to appoint any Full Member either to fill a casual vacancy or as an addition to the Board, but so that the total number of Trustees shall not at any time exceed the maximum number provided for in Article 60. Any Trustee so appointed shall hold office only until the next following annual general meeting of the Association (and shall not be counted at the next following annual general meeting in determining the Trustees who shall retire from office) but shall then be eligible for election

ELECTION OF TRUSTEES

64 Trustees shall (subject to provisions of Article 67) remain in office for a term of three years. At the annual general meeting of the Association each Trustee who has completed a three year term shall retire from office. A retiring Trustee shall be eligible for re-election. Unless Members decide that it is in the best interest of the Association, no Trustee shall be elected for more than three terms of office

65 For avoidance of doubt, the number of consecutive years served by a Trustee prior to the date of the adoption of these Articles shall be counted when determining the length of time a Trustee has been in office. If a Trustee has served equal to or over three terms of office at the date these Articles are adopted Members must determine on review whether or not he or she is eligible to stand for election for a further term in accordance with Article 64

66 Subject to Article 60, the Association in general meeting may from time to time increase or reduce the number of Trustees

DISQUALIFICATION OF TRUSTEES

67 A person ceases to be a Trustee

67.1 if by notice in writing to the Association he resigns (but only if at least two Trustees remain in office when the notice of resignation is to take effect),

67.2 if he ceases to hold office by reason of any order made under the Company Directors Disqualification Act 1986, or by virtue of any provision of the statutes,

67.3 if he becomes bankrupt or he makes any arrangements or composition with his creditors generally,

67.4 if he is removed from office by a resolution duly passed pursuant to Section 168 of the Act,

67.5 if at any Board meeting, the majority of the Trustees present resolve that his appointment should be terminated on the grounds that he is not acting in the best interests of the Association,

67.6 if he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs,

- 67.7 if he is convicted of any criminal offence, other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Association, or
- 67.8 if he ceases to be a Full Member

PROCEEDINGS OF TRUSTEES

- 68 The Board shall meet not less frequently than three times in each year and subject to that requirement may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and may determine the quorum necessary for the transaction of business. Unless otherwise determined, three Trustees personally present shall be a quorum. The Secretary on the requisition of any two Trustees or the Chairman shall, at any time summon a meeting of the Board
- 69 The Board may elect a Chairman and Deputy-Chairman of the Board, and may determine the period for which such officers shall respectively hold office, the Chairman (if present) or the Deputy-Chairman (if present) shall preside. If such last-mentioned officers have not been appointed, or if neither be present at the time appointed for a meeting, the Trustees present shall choose someone of their number to be chairman of such meeting
- 70 Questions arising at any meeting of the Board shall be decided by a majority of votes, and, in case of equality of votes, the chairman of the meeting shall have a second or casting vote
- 71 A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and directions by or under these presents vested in or exercisable by the Board generally

MEETINGS BY CONFERENCE TELEPHONE ETC

- 72 All or any of the Trustees or any committee of the Trustees may participate in a meeting of the Trustees or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting
- 73 A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly
- 74 Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is

RESOLUTIONS IN WRITING

- 75 Provided that full papers and explanations have been distributed beforehand a resolution executed by all the Trustees, or by all the members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Trustees,

or (as the case may be) at a meeting of that committee, which in every case was duly convened and held

- 76 For the purposes of Article 75
- 76.1 a resolution shall consist of one or more written instruments (including faxes) or one or more electronic communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and electronic communication (if more than one) is to the same effect,
- 76.2 a written instrument is executed when the person executing it signs it,
- 76.3 an electronic communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe,
- 76.4 the Trustees, or (as the case may be) members of a committee constituted under these Articles, need not execute the same written instrument or electronic communication,
- 76.5 a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 76, and
- 76.6 if no Secretary is appointed, the Chairman shall perform the functions of the Secretary under this Article 76

COMMITTEES OF THE BOARD

- 77 The Board may delegate any of its powers to any Group or Committee consisting of such member or members of its body as it thinks fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any terms of reference or regulations that may from time to time be imposed on it by the Board
- 78 The Board may also provide for the establishment, in such manner and with such constitution and terms of reference as it may think fit, of such Groups or Councils to advise it or assist it in connection with the management and operation of the Association's charitable activities and for the dissolution or amalgamation of such Groups or Councils
- 79 The Chairman for the time being shall be an ex-officio member of all Committees, Groups and Councils unless the Board shall in respect of any Committee otherwise decide
- 80 The meetings and proceedings of any such Committee, Group or Council if consisting of two or more Trustees, shall be governed by the provisions herein contained for regulating the meetings and proceedings of Trustees, so far as the same are applicable thereto, and are not superseded by any such regulations as aforesaid
- 81 All acts done at any meeting of the Board or Committee of Trustees or by any person acting as a Trustee, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Trustees or persons acting as aforesaid, or that they or any

of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to act as a Trustee

APPOINTMENT OF INVESTMENT MANAGERS

82 The Trustees may appoint as the investment manager for the Association a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is an authorised or an exempt person within the meaning of the Financial Services and Markets Act 2000 otherwise than exempted by virtue of paragraphs 44 and 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001. The Trustees may delegate to an investment manager so appointed power at his discretion to buy and sell investments for the Association in accordance with the investment policy laid down by the Trustees from time to time,

PROVIDED THAT where the Trustees make any such delegation they shall

- 82.1 inform the investment manager in writing of the extent of the Association's investment powers and the terms of the delegation,
- 82.2 lay down a detailed investment policy for the Association and immediately inform the investment manager in writing of it and of any changes to it,
- 82.3 ensure that they are kept informed of, 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,
- 82.4 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority, and
- 82.5 pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Trustees shall decide 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 Trustees

INVESTMENTS HELD BY NOMINEE

- 83 The Trustees may
 - 83.1 make such arrangements as they think fit for any investments of the Association or income from those investments to be held by a corporate body as the Association's nominee, and
 - 83.2 pay reasonable and proper remuneration to any corporate body acting as the Association's nominee in pursuance of this Article

TRUSTEES' INDEMNITY

- 84 Subject to the provisions of the Act, and so far as may be consistent with the Statutes

- 84.1 every Trustee and every other officer other than the Association's auditor or the reporting accountant shall be indemnified out of the assets of the Association against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to, or in connection with, his duties, powers or offices, in each case to the extent permitted by section 232 of the Act, and
- 84.2 the Association shall also provide funds to any Trustee or any other officer (other than the Association's auditor or reporting accountant) or do anything to enable a Trustee or such other officer to avoid incurring expenditure, in each case in the manner permitted by and subject to the restrictions required by section 205 of the Act

TRUSTEES' INDEMNITY INSURANCE

- 85 Subject to the provisions of the Charities Legislation and to Article 86, the Association may pay the premium in respect of any indemnity insurance to cover the liability of any Trustee, other officer (other than the auditor or reporting accountant) or Full Member of the Association
- 85.1 which by virtue of any rule of law would otherwise attach to him or her in respect of any negligence, default, breach of trust or breach of duty of which he or she may be guilty or any act or omission in the actual or purported execution and/or discharge of his or her duties and/or in the exercise or purported exercise of his or her powers and/or otherwise in relation to his or her duties, powers or offices in relation to the Association or any subsidiary of the Association, and
- 85.2 to make contributions to the assets of the Association or any subsidiary in accordance with the provisions of section 214 of the Insolvency Act 1986, and all costs, charges and expenses which may be incurred by him or her in successfully contesting any such liability or alleged liability
- 86 Any insurance purchased under Article 85 shall not
- 86.1 extend to any claim arising from any act or omission which that person knew (or must reasonably be assumed to have known) to be a breach of trust or breach of duty or which was committed by that person in reckless disregard of whether it was a breach of trust or a breach of duty or not
- 86.2 extend to a fine imposed in connection with, or the costs or liabilities incurred in respect of, an unsuccessful defence to a criminal prosecution brought against that person in his or her capacity as a Trustee or other officer or member of the Association and/or a sum payable to a regulatory authority by way of a penalty imposed on a Trustee, other officer or member of the Association, in respect of non-compliance with any requirement of a regulatory nature (howsoever arising)

CENTRES OR BRANCHES

- 87 The Board shall have power from time to time to carry on, establish and maintain such local centres or branches of the Association as it may in its discretion think fit, and may discontinue any such centre or branch at any time. It may also from time to time make such bye-laws or

regulations as to the constitution, management, and conduct of any such centre or branch and as to what Full Members shall be attached to the same and otherwise generally in relation thereto as it may think fit with full power to rescind or alter any such bye-laws, rules or regulations from time to time

- 88 The Board may from time to time nominate and appoint any one or more Full Members to be, and such person or persons shall accordingly be, ex-officio member or members of the committee of any such society, club or organisation as aforesaid with power for the Board from time to time to terminate any such appointment

FINANCE

- 89 All subscriptions, donations and other moneys received by the Association shall as soon as possible after receipt thereof be paid into the account of the Association at its bank for the time being

THE SEAL

- 90 The Seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise decided by the Trustees if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. For the purposes of this Article, an authorised person is

90.1 any Trustee,

90.2 the Secretary (if any), or

90.3 any person authorised by the Trustees for the purpose of signing documents to which the seal is applied.

SECRETARY

- 91 A Secretary may be appointed by the Board for such time, at such remuneration and upon such conditions as the Board thinks fit. The Board may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting

MINUTES

92 The Board shall cause proper minutes to be made in books provided for the purpose -

92.1 of all appointments of Trustees and other officers of the Association,

92.2 of the names of the Trustees present at each meeting of the Board or of any committee thereof, and

- 92.3 of all resolutions and proceedings at all meetings of the Association and of the Board and of any committees of the Trustees

BYE-LAWS, RULES AND REGULATIONS

- 93 The Board may from time to time make such rules, bye-laws and regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the Association and for the purposes of prescribing (a) classes of and conditions of membership and (b) the rights, privileges and obligations of membership, whether statutory membership or otherwise. The Board shall also have power to alter, add to or repeal any such rules, bye-laws and regulations and the Board shall adopt such means as it thinks sufficient to bring to the notice of the Members all such rules, bye-laws and regulations, which shall be binding on all Members PROVIDED THAT no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles

ACCOUNTS AND AUDIT

- 94 The Trustees shall cause proper and adequate books of account to be kept to enable accounts to be prepared which comply with the relevant provisions of the Act, the Charities Legislation and the SORP Proper and adequate books shall not be deemed to be kept and/or deemed sufficient if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Association, to show and explain its transactions and to disclose with reasonable accuracy at any time, the financial position of the Association at any time
- 95 The books of account shall be kept at the registered office of the Association, or, subject to section 388 of the Act, at such other place or places as the Trustees shall think fit and shall always be open to the inspection of any Trustee
- 96 The Association must, pursuant to section 423 of the Act, send a copy of its annual accounts and reports for each financial year to every Full Member, to every holder of the Association's debentures and to every person who is entitled to receive notice of general meetings. Copies need not be sent to a person for whom the Association does not have a current address as defined in section 423 of the Act
- 97 The Association must, pursuant to section 424 of the Act, comply with the obligations set out at Article 96 not later than
- 97.1 the end of the period for filing accounts and reports to the Registrar of Companies, or
- 97.2 if earlier, the date on which the Association actually delivers its accounts to the Registrar of Companies
- 98 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Association, no person is entitled to inspect any of the Association's accounting or other records or documents merely by virtue of being a Member

AUDIT

- 99 The accounts of the Association shall be examined and reported upon either by the auditor or, if no auditor is appointed, by a reporting accountant if so required by the statutes
- 100 The appointment or re-appointment (as appropriate) of the auditor shall be determined by the Association in general meeting
- 101 The determination of the auditor's or reporting accountant's (if any) remuneration shall be determined by the Association in general meeting
- 102 Auditors shall be appointed and their functions and duties regulated in accordance with the Act

HONORARY PRESIDENT AND VICE-PRESIDENTS

- 103 The Board shall have power to appoint and remove as Honorary President and Vice Presidents any persons who are in sympathy with the objects and work of the Association, but so that any person so appointed who is not a Full Member shall not by virtue of such appointment be deemed to be a Full Member of the Association. Each such appointment shall be until the Board meeting following the annual general meeting in each year

NOTICES

- 104 Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the Trustees shall be in writing and may be delivered or sent by post facsimile or using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article 'address' in relation to electronic communications, includes any number or address used for the purpose of such communications
- 105 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
- 106 A Trustee may agree with the Association that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours
- 107 Subject to Article 106, any notice, if served by post, shall be deemed to have been served 48 hours after it was posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document sent by facsimile or contained in an electronic communication shall be deemed to have been delivered 48 hours following that on which the communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or email address. If a notice, document or information posted on the Association's website was already on the Association's website at the time the notice was sent to the Member,

it will be deemed to have been sent on the day the notice was sent but if the notice, document or information was not on the Association's website on the date the said notice was sent then it will be deemed to have been sent on the day on which it appears on the website

WEBSITE COMMUNICATION

- 108 The Association may send any notice, document or other information to Members by making them available on the Association's website provided that
- 108.1 each Member has been asked individually by the Association to agree to communication via the Association's website (either generally or in relation to a specific notice, document or information),
- 108.2 the Association's request states clearly that if the Member fails to respond to the request within twenty-eight days of the date on which the request is sent, s/he will be deemed to have given such consent, and
- 108.3 the Association's request is not sent less than twelve months after a previous request made to the member in relation to a similar class of documents
- 109 The Association must notify each Member who has agreed to receive communications through the Association's website of the presence of the information on the website, the website address, the place on the website where the information can be found and how to access the information
- 110 Any notice, document or information posted on the Association's website must be in a form that the Member can read and take a copy of. The notice, document or information must be available on the Association's website for either twenty-eight days from the date the notification was sent to the Member or for such other period as may from time to time be specified in the Act

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