

Company number: 4672490

DEBENHAM VILLAGE HALL AND PLAYING FIELD TRUST

SPECIAL RESOLUTION

The following special resolution was passed by the members at an extraordinary general meeting held on (date) **22 AUGUST 2003**
at (place) **DEBENHAM LEISURE CENTRE, GRACECHURCH STREET,
STOWMARKET, SUFFOLK IP14 6BL**

SPECIAL RESOLUTION

That the provisions set forth as Clause 3 of the Memorandum of Association in the printed document attached to this resolution, and for the purpose of identification marked with an 'M', are hereby approved and adopted in substitution for, and to the exclusion of, all the existing provisions of Clause 3 of the Company's Memorandum of Association and the Memorandum of Association is hereby altered accordingly.

Signed:

R. Blackburn
(†Chairman of the meeting/Director/Secretary)

(†Delete as appropriate)



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COMPANIES HOUSE

ASDXXXX

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28/08/03

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

DEBENHAM VILLAGE HALL AND PLAYING FIELD TRUST

1. The Company's name is "DEBENHAM VILLAGE HALL AND PLAYING FIELD TRUST".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are the provision and maintenance of a village hall recreation ground and other recreational facilities for the use of the inhabitants of the parish of Debenham and the neighbourhood thereof. (Hereinafter called "the area of benefit") without distinction of political, religious or other opinions including use for meetings, lectures and classes, and for other forms of recreation and leisure time occupation, with the object of improving the conditions of life for the said inhabitants.

In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-

(a) To hold on trust the land and buildings belonging to the charity known as the Village Hall, regulated by lease and trust deed dated 3rd May 1972, and the land belonging to the charity known as the Playing Field, regulated by conveyance and trust deed dated 3rd April 1967, for the purposes of a village hall and recreation ground as aforesaid.

(b) To acquire and own or take on lease and to make use of and occupy any land and buildings for the above purposes or any purposes incidental thereto or for any other purposes within the objects of the Company.

(c) To create, develop, promote, maintain and operate a community meeting centre, recreation ground, tuition facilities, educational facilities, resource centres, display areas, galleries, rehearsal rooms, communications facilities, television, recording, video, sound and multi-media broadcasting and recording studios and associated facilities.

(d) To provide open access to the Company's premises, facilities and activities for all sections and members of the community including people of all ages and those with physical, mental and learning disabilities, and to collaborate with, advise, assist and work in partnership with arts organisations, musicians, actors, dancers, performers, artists, therapists, and care staff, educationalists, teachers, lecturers, trainers, colleges, schools, schoolchildren, students, post graduates, media organisations and their staff, local and national businesses, theatres, museums, community groups, charities and charitable bodies, local authorities, government departments, official bodies of all kinds and any companies, businesses, persons, bodies or organisations.

(e) To prepare and maintain grounds for recreational use and for other purposes of the Company, and provide stands, terraces, pavilions, club houses, lavatories, refreshment rooms, changing rooms, bathrooms and all other conveniences and amenities in connection therewith.

(f) To hold, conduct and arrange games, matches, competitions, athletic sports and displays and to use or permit the use of the grounds, clubhouses, facilities and other property of the Company for any sporting activity and for all forms of public and private entertainment or meeting, whether organised by the Company or not.

(g) To establish, maintain and operate restaurants, cafés and refreshment facilities and to supply provisions, refreshments, and all other requirements and to supply to tenants and occupiers catering and other services and all conveniences and amenities commonly required.

(h) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.

(i) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall only undertake such trading activities in raising funds for the above mentioned charitable objects as are permitted by law.

(j) To lend money to and to take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.

(k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

(l) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.

(m) To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

(n) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects.

(o) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects.

(p) Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.

(q) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

(r) To provide indemnity insurance to cover the liability of the trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.

(s) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.

(t) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.

(u) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.

(v) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

(w) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:-

(a) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(b) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(c) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the trustees of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

(a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a trustee) for any services rendered to the Company;

(b) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion;

(c) of interest on money lent by any member of the Company or of its trustees at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;

(d) of reasonable and proper rent for premises demised or let by any member of the Company or its trustees;

(e) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the capital of that company; and

(f) to any trustee of reasonable out-of-pocket expenses; and

(g) of any premium in respect of any such indemnity insurance as is permitted by Clause 3(r) of the Memorandum of Association of the Company.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.