

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

WENLOCK OLYMPIAN SOCIETY LIMITED

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

Name of each subscriber

MS LOUISE ELAINE PARKER

MR JEFFERY GILPIN DAVIS

MR STEPHEN BRUCE MCWALTERS

Dated: 23 September 2015

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

WENLOCK OLYMPIAN SOCIETY LIMITED

1. **Objects**

1.1 The **Objects** of the **Society** are:-

1.1.1 The provision of facilities for such form of physical exercise, recreation and other cultural activities as will create and improve social amenities, mutual helpfulness and mental and moral standards in accordance with the original conception of the Society founded by Dr William Penny Brookes in the year 1850;

1.1.2 in perpetuation of the Wenlock Olympian Games, the Society shall in each year and as long as it is in existence organise annual Olympian Games to be held in the vicinity of Much Wenlock at least once every year; and

1.1.3 in order to educate and promote its heritage the Society will preserve an archive to be used to support sporting, artistic, cultural and educational activities.

1.2 This provision may be amended by **special resolution**.

2. **Powers**

The Society has the following powers, which may be exercised only in promoting the Objects:

2.1 to provide advice or information;

2.2 to carry out research;

2.3 to co-operate with other bodies;

2.4 to support, administer or set up charities;

2.5 to accept gifts and to raise funds;

2.6 to borrow money;

2.7 to give security for loans or other obligations;

2.8 to acquire or hire property of any kind;

- 2.9 to let or dispose of property of any kind;
- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.12 to delegate the management of investments to a financial expert, but only on terms that:
 - 2.12.1 the investment policy is set down **in writing** for the financial expert by the Trustees;
 - 2.12.2 timely reports of all transactions are provided to the Trustees;
 - 2.12.3 the performance of the investments is reviewed regularly with the Trustees;
 - 2.12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.12.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 2.12.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 2.12.7 the financial expert must not do anything outside the powers of the Society;
- 2.13 to arrange for investments or other property of the Society to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.15 to insure the property of the Society against any foreseeable risk and take out other insurance policies to protect the Society when required;
- 2.16 subject to **Article** 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.17 to enter into contracts to provide services to or on behalf of other bodies;
- 2.18 to establish or acquire subsidiary companies;
- 2.19 to do anything else within the law which promotes or helps to promote the Objects.

3. **The Trustees**

- 3.1 The Trustees as **Society Trustees** have control of the Society and its property and funds.
- 3.2 The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least three and not more than twenty persons who being individuals are over the age of 18, all of whom must support the Objects.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - 3.4.1 is a Member; and
 - 3.4.2 has signed a written declaration of willingness to act as a Society Trustee.
- 3.5 One third (or the number nearest one third) of the Trustees must retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.6 A retiring Trustee who is eligible under Article 3.3 may be reappointed.
- 3.7 A Trustee's term of office as such automatically terminates if he/she:
 - 3.7.1 is incapable, whether mentally or physically, of managing his/her own affairs;
 - 3.7.2 is absent without notice from two consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.7.3 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 3.7.4 is removed by the Members.
- 3.8 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4. **Trustees' proceedings**

- 4.1 The Trustees must hold at least two meetings each year.

- 4.2 Any Trustee may call a Trustees' meeting by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.
- 4.3 Notice of any Trustees' meeting must indicate:
- 4.3.1 its proposed date and time;
 - 4.3.2 where it is to take place; and
 - 4.3.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 4.4 Notice of a Trustees' meeting must be given to each trustee, but need not be in writing.
- 4.5 Notice of a Trustees' meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 4.6 A quorum at a meeting of the Trustees is at least three or one third of the Trustees (if greater).
- 4.7 A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 4.8 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.9 Any issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.10 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 4.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 4.12 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Articles 4.10 to 4.14.
- 4.13 If:
- 4.13.1 the Society only has one Trustee, and

- 4.13.2 no provision of the articles requires it to have more than one Trustee, the general rule does not apply, and the Trustee may take decisions without regard to any of the provisions of the Articles relating to Trustees' decision-making.
- 4.14 A decision of the Trustees taken in accordance with Articles 4.10 to Article 4.14 when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 4.15 Such a decision may take the form of a written resolution, copies of which have been signed by each eligible Trustee or to which each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 4.16 References in this article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 4.17 A decision may not be taken in accordance with this Article if the eligible Trustees would not have formed a quorum at such a meeting.

5. **Trustees' powers**

- 5.1 The Trustees have the following powers in the administration of the Society in their capacity as Trustees:
- 5.1.1 to appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Acts**.
- 5.1.2 to appoint a Chairman, a Treasurer and other honorary officers from among their number.
- 5.1.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.1.4 to make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings.
- 5.1.5 to make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees.
- 5.1.6 to make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Society and the use of its seal (if any).
- 5.1.7 to establish procedures to assist the resolution of disputes or differences within the Society.
- 5.1.8 to exercise in their capacity as Trustees any powers of the Society which are not reserved to the Members.

5.2 The Members may by special resolution direct the Trustees to take or refrain from taking specified action.

6. **Benefits and conflicts**

6.1 The property and funds of the Society must be used only for promoting the Objects and do not belong to the Members but:

6.1.1 Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Society and receive reasonable payment for goods or services supplied; and,

Subject to compliance with Article 6.4:

6.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Society;

6.1.3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Society; and

6.1.4 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.

6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Society except:

6.2.1 as mentioned in Articles 6.1 or 6.3;

6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Society;

6.2.3 the benefit of **indemnity insurance**;

6.2.4 an indemnity in respect of any liabilities properly incurred in running the Society (including the costs of a successful defence to criminal proceedings);

6.2.5 in exceptional cases, other payments or benefits (but only as required by the Companies Acts with the approval or affirmation of the Members).

6.3 No Trustee or Connected Person may be employed by the Society except in accordance with Article 6.2.5, but any Trustee or Connected Person may enter into a written contract with the Society, to supply goods or services in return for a payment or other material benefit but only if:

6.3.1 the goods or services are actually required by the Society, and the Trustees decide that it is in the best interests of the Society to enter into such a contract;

6.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and

- 6.3.3 no more than half of the Trustees are subject to such a contract in any financial year.
- 6.4 Subject to Clause 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
 - 6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.4.3 not be counted in the quorum for that part of the meeting; and
 - 6.4.4 be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Society to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
 - 6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 6.5.2 disclose to a third party information confidential to the Society, or
 - 6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Society or
 - 6.5.4 refrain from taking any step required to remove the conflict.
- 6.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Members.

7. **Records and accounts**

- 7.1 The Trustees must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:
 - 7.1.1 annual returns;
 - 7.1.2 annual reports; and
 - 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:

- 7.2.1 all proceedings at meetings of the Trustees;
 - 7.2.2 all resolutions in writing;
 - 7.2.3 all reports of committees; and
 - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Society must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 7.4 A copy of the Society's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Companies Acts to any other person who makes a written request and pays the Society's reasonable costs.
8. **Membership**
- 8.1 The Society must maintain a register of Members.
- 8.2 The subscribers to the Memorandum are the first Members.
- 8.3 **Membership** is open to any person interested in furthering the Objects, and who has paid the annual subscription as set out by the Trustees each year.
- 8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.5 Membership is not transferable.
- 8.5.1 A member may withdraw from membership of the company by giving 7 days' notice to the company in writing.
 - 8.5.2 A person's membership terminates when that person dies or ceases to exist.
9. **General meetings**
- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Society before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least five.

- 9.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.8 The Society may (but need not) hold an AGM in any year.
- 9.9 Members being Trustees must annually:
- 9.9.1 receive the accounts of the Society for the previous **financial year**;
 - 9.9.2 receive a written report on the Society's activities;
 - 9.9.3 be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 9.9.4 elect Trustees to fill the vacancies arising;
 - 9.9.5 appoint reporting accountants or auditors for the Society;
- 9.10 Members may also from time to time
- 9.10.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Society; and
 - 9.10.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 9.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. **Limited Liability**

The liability of Members is limited.

11. **Guarantee**

Every Member promises, if the Society is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 11.1 payment of those debts and liabilities of the Society incurred before he/she ceased to be a Member;
- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. **Communications**

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Acts may be served:

12.1.1 by hand;

12.1.2 by post;

12.1.3 by suitable electronic means; or

12.1.4 through publication in the Society's newsletter or on the Society's website.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

12.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;

12.3.2 two clear days after being sent by first class post to that address;

12.3.3 three clear days after being sent by second class or overseas post to that address;

12.3.4 immediately on being handed to the recipient personally; or, if earlier,

12.3.5 as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. **Winding up or Dissolution**

13.1 If the Society is wound-up / dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- 13.1.1 in relation to the WOS Artefacts only, by transfer to Much Wenlock Town Council or its successor body;
- 13.1.2 by transfer to one or more other bodies charitable or otherwise with Objects, the same or similar to the Society; and
- 13.1.3 which prohibits the distribution of its or their income to its or their Members,

such body to be determined by the Members at the time of winding up or dissolution.

14. **Interpretation**

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act 2006, which do not apply to the Society.
- 14.2 In the Articles, unless the context indicates another meaning:
 - 14.2.1 **'AGM'** means an annual general meeting of the Society;
 - 14.2.2 **'the Articles'** means the Society's Articles of Association;
 - 14.2.3 **'Article'** refers to a particular Article;
 - 14.2.4 **'Chairman'** means the chairman of the Trustees;
 - 14.2.5 **'the Society'** means the company governed by the Articles;
 - 14.2.6 **'Society Trustee'** has the meaning prescribed by the Charities Act;
 - 14.2.7 **'clear day'** does not include the day on which notice is given or the day of the meeting or other event;
 - 14.2.8 **'the Companies Acts'** means the Companies Acts 1985 to 2006;
 - 14.2.9 **'Conflicted Trustee'** means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Society, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Society;
 - 14.2.10 **'Connected Person'** means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

- 14.2.11 **'constitution'** means the Memorandum and the Articles and any special resolutions relating to them;
- 14.2.12 **'custodian'** means a person or body who undertakes safe custody of assets or of documents or records relating to them;
- 14.2.13 **'electronic means'** refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
- 14.2.14 **'financial expert'** means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 14.2.15 **'financial year'** means the Society's financial year;
- 14.2.16 **'firm'** includes a limited liability partnership;
- 14.2.17 **'indemnity insurance'** means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 14.2.18 **'material benefit'** means a benefit, direct or indirect, which may not be financial but has a monetary value;
- 14.2.19 **'Member'** and **'Membership'** refer to company Membership of the Society;
- 14.2.20 **'Memorandum'** means the Society's Memorandum of Association;
- 14.2.21 **'month'** means calendar month;
- 14.2.22 **'nominee company'** means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
- 14.2.23 **'ordinary resolution'** means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;
- 14.2.24 **'Members'** in this definition means a class of Members;
- 14.2.25 **'the Objects'** means the Objects of the Society as defined in Article 1;
- 14.2.26 **'Secretary'** means a company secretary;
- 14.2.27 **'Society'** means Wenlock Olympian Society Limited;

- 14.2.28 **'special resolution'** means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, **'Members'** in this definition means a class of Members;
- 14.2.29 **'Trustee'** means a trustee of the Society;
- 14.2.30 **'Trustees'** means the Trustees of the Society;
- 14.2.31 **'written'** or **'in writing'** refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
- 14.2.32 **'WOS Artefacts'** means the collection of minute books, photographs, reports, medals, cups, trophies, posters, books and other records, both in hard copy form and digitised owner by the Society;
- 14.2.33 **'written resolution'** refers to an ordinary or a special resolution which is in writing; and
- 14.2.34 **'year'** means calendar year.
- 14.3 Expressions not otherwise defined which are defined in the Companies Act 2006 have the same meaning.
- 14.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Each subscriber to these articles of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

MS LOUISE ELAINE PARKER

MR JEFFERY GILPIN DAVIS

MR STEPHEN BRUCE MCWALTERS

Dated: 23 September 2015