

Memorandum of Association of
**Storrington & Sullington
Community Partnership**

A COMPANY LIMITED BY GUARANTEE
and not having a share capital

Name

1. The name of the company (hereinafter called “the Partnership”) is “Storrington & Sullington Community Partnership”.

Registered office

2. The registered office of the Partnership will be situated in England.

Objects

3. The objects of the Partnership shall be:
 - (a) to promote the benefit of the inhabitants of Storrington and Sullington and surrounding communities (“the area of benefit”), without distinction of age, sex, race, political, religious or other opinions, by associating together the local authorities, voluntary organisations and inhabitants in a common effort to advance education, relieve poverty and to provide facilities, in the interests of social welfare, for recreation and other leisure time occupation for the inhabitants with the objects of improving their conditions of life;
 - (b) to promote all or any charitable purpose for the benefit of the community within the area of benefit.

Powers

4. In furtherance of the above objects, but not otherwise, the Partnership shall have the following powers:
 - (a) to raise funds, provided that in doing so the Partnership must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - (c) to build, construct, alter, remove, replace, equip, improve, develop, administer, maintain, manage or control any real property of the Partnership;
 - (d) to sell, lease or otherwise dispose of all or any part of the property belonging to the Partnership, provided that in exercising this power the Partnership must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
 - (e) to borrow money and to charge the whole or any part of the property belonging to the Partnership as security for repayment of the money borrowed, provided that

the Partnership must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;

- (f) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (g) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- (h) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the objects;
- (i) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (j) to:
 - i) deposit or invest funds;
 - ii) employ a professional fund-manager; and
 - iii) arrange for the investments or other property of the Partnership to be held in the name of a nominee;in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- (k) to pay out of the funds of the Partnership the costs of forming and registering the Partnership both as a company and as a charity;
- (l) to pay, reward or remunerate any person or entity (not being a Trustee) for supplying goods or services to the Partnership;
- (m) to purchase and maintain insurance in respect of any property occupied or used by the Partnership against loss or damage by fire or from any other risk and for the benefit of any persons who are or were officers or employees of the Partnership against any liability incurred by such persons in respect of any act or omission by any of them in the exercise of their powers or the discharge of their duties in relation to the Partnership and against public or other liabilities of the Partnership;
- (n) to employ such staff or agents (who shall not be Trustees) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions and superannuation for staff and their dependants and the payment of all professional fees or expenses of any agent;
- (o) to make any charitable donation in furtherance of the objects;
- (p) to enter into and implement agreements or arrangements with any other charity, authority or entity or to apply for any licence, consent, permit or authority including without limitation planning permission and building consents in each case in furtherance of the objects;
- (q) to appoint and constitute such advisory committees as the Trustees may think fit;
- (r) to do all such other lawful things as are necessary for the achievement of the objects.

PROVIDED THAT:

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

Not-for-profit status

5. The income and property of the Partnership shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Partnership and no Trustee shall be appointed to any office of the Partnership paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Partnership, PROVIDED THAT nothing shall prevent any payment in good faith by the Partnership:
 - (a) of interest on money lent by any member or Trustee of the Partnership at a rate per annum not exceeding 2 per cent less than the base lending rate of the Partnership's bankers or 3 per cent, whichever is the greater;
 - (b) of reasonable and proper rent for premises demised or let by any member or Trustee of the Partnership;
 - (c) of fees, remuneration or other benefits in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the issued capital of such company;
 - (d) of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Partnership or is represented on the Board of Trustees, provided that any such assistance is exclusively in respect of charitable activities in furtherance of the objects of the Partnership;
 - (e) to any Trustee in respect of reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Board of Trustees or General Meetings of the Partnership or in connection with the business of the Partnership.
6. If upon the winding up or dissolution of the Partnership there remains—after the satisfaction of its debts and liabilities—any property whatsoever, the same shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Partnership (which may include local groups and organisations which are members of the Partnership) and which shall prohibit the distribution of its or their income to an extent as least as great as is imposed on the Partnership under or by virtue of clause 6 above, such institution or institutions to be determined by the members of the Partnership at or before the time of dissolution, and if that cannot be done, then to some other charitable object with the approval of the Charity Commission or other authority having jurisdiction under the Charities Act 1993 or other relevant legislation.

Members' limited liability

7. The liability of the members is limited.
8. Every member of the Partnership undertakes to contribute to the assets of the Partnership in the event of the same being wound up during the time they are a

member, or within one year afterwards, for the payments of the debts and liabilities of the Partnership contracted before the time at which they ceased to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding one pound sterling.

The Companies Act 1985

Articles of Association of
**Storrington & Sullington
Community Partnership**

A COMPANY LIMITED BY GUARANTEE
and not having a share capital

Definitions

1. Words and expressions used in these articles shall have the meanings ascribed to them by article 73.

Members

2. The Trustees may at their discretion admit to membership of the Partnership:
 - (a) individuals (over the age of 18 years) who have an interest in the issues and concerns of the community within the area of benefit, and who support the objects of the Partnership;
 - (b) any body corporate, firm or unincorporated association which is interested in and committed to furthering the work of the Partnership, and which supports the objects of the Partnership;
 - (c) Parish, District and County Councils having responsibility for all or part of the area of benefit.
3. Each member that is a company, public authority or organisation shall appoint an individual to represent it and to vote on its behalf at meetings of the Partnership; and may appoint an alternate to replace its appointed representative at any meeting of the Partnership if the appointed representative is unable to attend. Each such member organisation shall notify the name of the representative appointed by it and of any alternate to the Secretary of the Partnership.

Register of Members

4. The Partnership shall maintain a Register of Members in which shall be recorded the name and address of every member, and the dates on which they became a member and on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member; and in the case of a member organisation, a duly authorised officer shall sign on its behalf. A member shall notify the Secretary in writing within seven days of a change to her, his or its name or address.

Cessation of Membership

5. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.

6. A member shall cease to be a member if she or he or it:
 - (a) resigns in writing to the Secretary; or
 - (b) fails to pay the annual subscription within three months after the date it became due; or
 - (c) is wound up or goes into liquidation, if an organisation; or
 - (d) is expelled by the Trustees for conduct prejudicial to the Partnership, provided that any member whose expulsion is proposed shall have the right to make representation to the meeting at which the decision is to be made.

Affiliates

7. Individuals and organisations that are supportive of the objects of the Company, but who do not qualify for or choose not to take up full membership, may be admitted as Affiliates. Affiliates shall be entitled to receive notice of, attend and speak at the Annual General Meeting of the Company, but shall not hold voting rights or be counted for the purpose of calculating a quorum or be treated as a member for any other purpose of the Memorandum or Articles or of statute.
8. Affiliates shall enjoy such privileges as the Trustees may consider appropriate, and may be required to pay an annual subscription or other fee at the discretion of the Trustees.

Young people

9. The Partnership may adopt mechanisms for involving the views of young people in the work of the Partnership either outside the formal membership or through agreeing specific youth membership.

General Meetings

10. The Partnership shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. Provided the first Annual General Meeting shall be held within eighteen months of incorporation, it need not be held in the year of incorporation nor in the following year.
11. The business of an Annual General Meeting shall comprise:
 - (a) the consideration of the Report and Accounts presented by the Trustees;
 - (b) the election of Officers and Trustees;
 - (c) determining the membership subscription, if any;
 - (d) the appointment and the fixing of the remuneration of the auditor or auditors (if any);
 - (e) such other business as may have been specified in the notices calling the meeting.
12. The Trustees may whenever they think fit convene a General Meeting in addition to the Annual General Meeting, and a General Meeting shall be convened at the request of 10 per cent of the members of the Partnership.

Proceedings at General Meetings

13. No business shall be transacted at a General Meeting unless a quorum is present. Unless and until otherwise decided by a General Meeting, a quorum shall be 12 members present in person or via their duly authorised representative.
14. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting (if convened upon the requisition of members) shall be dissolved. In any other case it shall stand adjourned until such time and place as the Trustees may decide, and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only.
15. At every General Meeting the Chairman of the Board of Trustees shall preside, but if she or he is not present twenty minutes after the time appointed for the commencement of the meeting the members present shall choose one of their number to be Chairman of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
16. The Chairman 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 an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting at General Meetings

17. Decisions at General Meetings shall be made by passing resolutions:
 - (a) Decisions involving an alteration to the Memorandum or Articles of Association of the Partnership, or to wind up the Partnership, and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is one passed by a majority of not less than three-quarters of the votes that are cast.
 - (b) All other decisions shall be made by Ordinary Resolution requiring a simple majority vote of the votes that are cast.
18. Only one vote may be cast by or on behalf of each member on any particular resolution.
19. On any resolution to be decided by a show of hands, only members present in person (including the representatives of member organisations) shall be entitled to cast a vote. On any resolution to be decided by a written ballot, votes may be cast by members present in person or by proxy.
20. Anyone entitled to vote at a General Meeting may appoint any other member to act as proxy for him or her, and shall provide written authorisation for the appointed person so to act, stating whether the proxy is:
 - (a) to vote this way or that on any particular resolution or
 - (b) permitted to vote in accordance with her or his own judgement.

21. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a written ballot is, before or on the declaration of the result of the show of hands, demanded by the Chairman or by at least two members present in person or by proxy. Unless a written ballot be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or lost, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportions of the votes cast in favour or against such resolution.
22. If a written ballot is duly demanded it shall be taken in such a manner as the Chairman directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a written ballot may be withdrawn.
23. No written ballot shall be demanded on the election of a Chairman for the meeting or on any question of adjournment.
24. The demand for a written ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question upon which a ballot has been demanded.
25. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairman of the meeting shall not have a second or casting vote and the resolution shall be lost.

Notices

26. Any General Meeting shall be called by at least fourteen clear days' notice. However, a General Meeting may be called with shorter notice if it is agreed as follows:
 - (a) in the case of an Annual General Meeting, by all those entitled to attend and vote;
 - (b) in the case of any other General Meeting, by at least 95 per cent of those entitled to attend and vote.
27. Notice of every General Meeting shall be given in writing to every member of the Partnership and to the auditors and to such other persons who are entitled to receive notice, and shall be given personally or by electronic transmission or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office.
28. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a resolution to remove a Trustee or the auditor, such resolution shall be specified in the notices calling that meeting; and in the case of all other General Meetings the general nature of the business to be raised shall be specified.
29. The notice of every General Meeting must advise members of their right to appoint a proxy, and of the proxy's right to attend, speak and vote at the meeting.

30. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. Notice shall be deemed to have been served:
 - (a) immediately on being handed to the member personally;
 - (b) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (c) two clear days after being sent by post to that address.
31. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Written resolutions

32. Any decision that may be made at a General Meeting of the Partnership may be made by written resolution, other than a decision to remove a Trustee or auditor before the expiry of their term of office.
33. The majorities required to pass a written resolution are as follow:
 - (a) for an ordinary resolution, approval is required from a simple majority of the members eligible to vote;
 - (b) for a special resolution, approval is required from not less than 75% of the members eligible to vote.
34. The document indicating a member's approval of a written resolution must be sent to the company in hard copy form or in electronic form. A member's agreement to a written resolution, once signified, may not be revoked.
35. A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to members.
36. A written resolution is passed as soon as the required majority of eligible members have signified their agreement to it.

Board of Trustees

37. The Partnership shall have a Board of Trustees comprising not less than four and not more than six persons elected by and from the membership at the Annual General Meeting.
38. At every Annual General Meeting, one-third of the Trustees shall retire from office. In the event that the number is not divisible by three, then the proportion to retire shall be that nearest to one-third. The Trustees to retire shall be those longest in office since their last appointment. Where there are Trustees who have been in office for the same length of time then, in the absence of agreement, those to retire shall be selected by lot. Retiring Trustees shall be eligible for re-election.
39. The election of Trustees shall be conducted in accordance with such procedures as may be established from time to time by the Trustees.

40. The Trustees may fill any casual vacancy occurring amongst their number by appointing another eligible member to the vacant place. A casual vacancy shall exist when there are fewer elected Trustees than there were at the end of the preceding Annual General Meeting. Anyone filling such a casual vacancy shall retire from office on the same date as the person they replaced would have been due to stand down by rotation.
41. Under no circumstances shall any of the following serve as Trustees:
 - (a) employees of the Partnership;
 - (b) persons who are bankrupt or who are otherwise disqualified by law from serving as company directors;
 - (c) persons who have an unspent conviction involving dishonesty or deception or who are otherwise disqualified by law from serving as charity trustees.

Disqualification and removal of Trustees

42. The office of a Trustee shall be immediately vacated if she or he:
 - (a) resigns her or his office in writing to the Partnership (but only if at least three Trustees will remain in office when the resignation takes effect); or
 - (b) is absent without good reason from all Trustees' meetings held within a six month period, and the remaining Trustees decide that she or he shall vacate office by reason of such absence; or
 - (c) is removed from office by resolution of the Partnership in General Meeting in accordance with the Act; or
 - (d) becomes bankrupt or is in breach of any county court administration order; or
 - (e) is otherwise disqualified by law from serving as a director of a company or as a charity trustee.

Honorary Officers

43. The Partnership shall have a Chairman and Treasurer and such other Honorary Officers as may be decided from time to time. Honorary Officers shall be elected by the members at each Annual General Meeting from amongst the serving Trustees.
44. Honorary Officers shall serve until the end of the Annual General Meeting following their appointment. In the event of a casual vacancy occurring in any officer post resulting from resignation or otherwise, the Trustees may appoint one of their number to fill such vacancy until the next Annual General Meeting.

Powers of the Board of Trustees

45. The Trustees may exercise all the powers of the Partnership other than those which may only be exercised by the Partnership in General Meeting or by written resolution.
46. In addition to all powers expressly conferred upon them and without detracting from the generality of their powers under the Articles, the Trustees shall have the following powers, namely:
 - (a) to expend the funds of the Partnership in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the

Partnership such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Partnership;

(b) to enter into contracts on behalf of the Partnership.

47. The Trustees may from time to time make and alter rules for the conduct of their business, the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with the Memorandum or Articles of Association.
48. The Trustees may act regardless of any vacancy in their body but, if and so long as their number is less than three, the remaining Trustees may act for the purposes of increasing their number, or of summoning a General Meeting of the Partnership, but for no other purpose.

Proceedings of the Board of Trustees

49. The Trustees may meet together for the despatch of business and may adjourn and otherwise regulate their meetings as they think fit.
50. The Secretary on the requisition of two or more Trustees shall summon a meeting of the Trustees by giving reasonable notice to all their number. It shall not be necessary to give notice of a meeting of the Trustees to any of Trustee for the time being absent from the United Kingdom.
51. The quorum necessary for the transaction of the business of the Board of Trustees shall be three Trustees present.
52. At every meeting of the Trustees the Chairman of the Partnership shall preside, but if she or he is not present ten minutes after the time appointed for the commencement of the meeting the Trustees present shall choose one of their number to be Chairman of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
53. Questions arising at any meetings shall be decided by a majority of votes, each Trustee having one vote on each question to be decided. In the case of an equality of votes, the Chairman of the meeting shall not have a second or casting vote and the resolution shall be lost.
54. A Trustee shall declare an interest in and shall not speak or vote in respect of any matter in which she or he has a personal material or financial interest or any matter arising from it.
55. All acts done by the Trustees or by any person acting as a Trustee shall, even if it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as such, 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 be a Trustee.
56. A resolution in writing, signed by all the Trustees for the time being entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Trustees, and may consist of several documents in the same form, each signed by one or more Trustees.

Sub-Committees

57. The Trustees may delegate any of their powers to Sub-Committees consisting of such members of their body and/or the Partnership as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Trustees, which regulations shall always include provision for regular and prompt reports to the Trustees.

Secretary

58. The Trustees shall appoint a Secretary of the Partnership upon such conditions as they think fit; and any Secretary so appointed may be removed by them.

59. No remuneration may be paid to a Secretary who is also a Trustee.

Minutes

60. The Trustees must keep minutes of all:

- (a) appointments of officers made by the Trustees;
- (b) proceedings at meetings of the Partnership;
- (c) meetings of the Trustees and committees of Trustees including:
 - the names of the Trustees present at the meeting;
 - the decisions made at the meetings; and
 - where appropriate, the reasons for the decisions.

61. Minutes of meetings shall be kept for a minimum of 10 years.

Receipts and expenditure

62. The funds of the Partnership, including all donations, contributions and bequests, shall be paid into an account operated by the Trustees in the name of the Partnership at such bank as the Trustees shall from time to time decide. All instruments of expenditure above a certain limit set from time to time by the Trustees must be signed by at least two Trustees.

63. The funds belonging to the Partnership shall be applied only in furthering its objects.

Accounts

64. The Trustees must prepare for each financial year accounts as required by section 226 (or, if applicable, section 227) of the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

65. The Trustees must keep accounting records as required by sections 221 and 222 of the Act.

Annual Report and Return and Register of Charities

66. The Trustees must comply with the requirements of the Charities Act 1993 with regard to:

- (a) the transmission of the statements of account to the Partnership;

- (b) the preparation of an annual report and its transmission to the Commission;
 - (c) the preparation of an annual return and its transmission to the Commission.
67. The Trustees must notify the Commission promptly of any changes to the Partnership's entry on the Central Register of Charities.

Audit

68. In accordance with the law for the time being in force the Partnership may—if it is eligible to do so—apply the small company audit exemptions. Otherwise once at least in every year the accounts of the Partnership shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
69. Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act.

Indemnity

70. Subject to the provisions of the Act, all Trustees and other officers and auditors of the Partnership shall be indemnified out of the assets of the Partnership against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in which relief is granted by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Partnership.
71. In the execution of his or her duties no Trustee shall be liable for any loss to the property of the Partnership arising by reason of any improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other Trustee in good faith (provided reasonable supervision shall have been exercised) or by reason of any mistake or omission made in good faith by any Trustee or by reason of any other matter or other than wilful and individual fraud or wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

Dissolution

72. Clause 6 of the Memorandum relating to the winding up and dissolution of the Partnership shall have effect as if its provisions were repeated in these Articles.

Interpretations

73. In these articles:

"The Act" means the Companies Act 1985 and any statutory re-enactment or modification of that Act in force.

"The Partnership" means the company to which these articles apply.

"The Board of Trustees" means all those persons appointed to perform the duties of directors of the Partnership and "Trustee" means a director.

"The Commission" means the Charity Commission for England and Wales.

"Secretary" means any person appointed to perform the duties of the Secretary of the Partnership.

"Clear days" in relation to a period of notice means the period excluding the day when the notice is given and the day on which it is to take effect.

"Employee" means anyone holding a current contract of employment with the Partnership.

"In writing" shall be taken to include references to writing, printing, photocopying and other methods of representing or reproducing words in a visible form, including electronic transmission where appropriate.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these articles shall bear the same meaning as in the Act.