

Company number
06475436

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
WESTWAY TRUST

Registered charity number 1123127

Memorandum and Articles of Association of Westway Trust

**(amended by Special Resolutions on
2 April 2008, 22 November 2008,
25 November 2010, 14 October 2011,
17 April 2014 and 24 November 2014)**

Company number: 06475436

THE COMPANIES ACTS 1985 TO 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF

WESTWAY TRUST

1. Name of Company and Meaning of Words

The name of the Company is Westway Trust, called in this document "the Trust". The interpretation of these Articles is governed by the provisions set out in Appendix 1.

2. Objects of the Trust

2.1 The objects of the Trust (the "Objects") are to promote particularly for the benefit of those living or working in the Royal Borough of Kensington and Chelsea and adjoining London boroughs (hereinafter called the Area of Benefit) by such exclusively charitable means as the trustees think fit including:

- (a) the advancement of education including:
 - (i) training or retraining, particularly among unemployed people, and providing unemployed people with work experience;
 - (ii) the provision of financial assistance to persons who are resident in the Area of Benefit and who are in need of such assistance to pursue education; and
 - (iii) support of the performing and visual arts;
- (b) the provision, or assistance in the provision of, facilities for:
 - (i) recreation;
 - (ii) sporting; or
 - (iii) other leisure-time occupation in the interests of social welfare provided that the facilities are provided with the object of improving the conditions of life of those living and working in the Area of Benefit;
- (c) the maintenance, improvement or provision of public amenities in the Area of Benefit, including the provision of public art;
- (d) the advancement of health;
- (e) the development of the capacity and skills of members of socially disadvantaged communities within the Area of Benefit in such a way that they are better able to identify and help meet their needs and to participate more fully in society;
- (f) the advancement of the arts, culture and heritage;
- (g) the advancement of amateur sports or games which promote health by involving physical or mental skill or exertion;

- (h) the promotion of civic responsibility, volunteering, the voluntary sector or the effectiveness or efficiency of charities,
- (i) the relief of those in need because of youth, age, ill-health, disability, financial hardship or other disadvantage;
- (j) the advancement of environmental protection or improvement including the promotion of urban regeneration with the object of improving the conditions of life of those living and working in the Area of Benefit by:
 - (i) all or any of the means expressed in paragraphs (a) to (i) above;
 - (ii) the provision of financial or technical assistance or business advice and consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
 - (A) in setting up their own business; or
 - (B) to existing business; and
 - (iii) the creation of training and employment opportunities by the provision of workspace, building or land for use on favourable terms; PROVIDED ALWAYS that such activity is delivered by programmes designed to benefit the public and any private gain is incidental to the purpose of the programmes; and
- (k) any other purposes that are exclusively charitable under the law of England and Wales.

2.2 In furtherance of the above Objects, the Trust:

- (a) may assist other charitable institutions established for the benefit of the inhabitants of the Area of Benefit;
- (b) may provide incidental benefit to those who are neither living nor working in the Area of Benefit, provided that the Trust's activities are carried on primarily for the benefit of those living or working in the Area of Benefit; and
- (c) shall not discriminate in the conduct of its activities or the provision of services in any way which may from time to time be prohibited by law.

3. Powers of the Trust

The Trust has the following powers which may be used only to promote the Objects:

- 3.1 to buy, take on lease, sell, lease, share or otherwise dispose of, hire, charge or mortgage, receive by gift or acquire property of any sort;
- 3.2 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- 3.3 to pay rates, rents, taxes and any other outgoings and to provide equipment and otherwise for the maintenance and improvement of the Trust property;
- 3.4 to employ and pay any employees, officers, servants and professional or other advisers;

- 3.5 to borrow money, invite and receive contributions, donations, grants, legacies or deeds of covenant, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- 3.6 to give or receive guarantees or indemnities;
- 3.7 to promote or undertake study or research and disseminate the results of such research;
- 3.8 to produce, print and publish anything in any media;
- 3.9 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- 3.10 to promote and advertise the Trust's activities;
- 3.11 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- 3.12 to undertake any charitable trust;
- 3.13 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- 3.14 to establish, promote and otherwise assist any limited companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Trust or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- 3.15 to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;
- 3.16 to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- 3.17 to open and operate bank accounts, direct debit and other banking facilities and to give or receive indemnities or guarantees;
- 3.18 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- 3.19 to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- 3.20 to insure any risks arising from the Trust's activities;

- 3.21 to provide indemnity insurance for the Trustees or any other officer of the Trust in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189 shall be treated as references to officers of the Trust) or such equivalent insurance as may be permitted by statute from time to time;
- 3.22 to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;
- 3.23 to pay all the expenses and costs of establishing the Trust;
- 3.24 to delegate upon such terms and at such reasonable remuneration as the Trust may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an “investment” is an asset which is capable of producing income and may also increase in capital value);

Provided always that:

- (a) the Managers are properly authorised to carry on investment business;
- (b) the Managers are under a duty to report promptly to the Trust any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;
- (c) the Trust is entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (d) the Trust shall take all reasonable care to ensure that the Managers comply with the terms of the delegated authority;
- (e) the Trust is bound to review the arrangements for delegation at intervals not exceeding twenty-four months but so that any failure by the Trust to undertake such reviews shall not invalidate the delegation;
- (f) the Trust shall pay such reasonable and proper remuneration to the Managers and agree such proper terms as to notice and other matters as it shall decide and as are consistent with these provisions provided that such remuneration may include fees and expenses earned by the investment manager if any only to the extent that such commission fees and expenses are disclosed to it;
- (g) where the Trust makes any delegation under these provisions it shall do so on the condition that the Managers shall comply with the terms of their delegated authority; the Managers shall not do anything on behalf of the Trust which the Trust does not have the power to do; the Trust may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with these provisions; and the Trust shall give directions to the Managers as to the manner in which he or she is to report to it all sales and purchases made on its behalf;

- (h) to permit any investments belonging to the Trust to be held in the name of any clearing bank, trust corporation or stockbroking company or other appropriately regulated person or any subsidiary of any such company) as nominee for the Trust and to pay any such nominee reasonable and proper remuneration for acting as such.

3.25 To do anything else within the law which helps promote the Objects.

4. Use of Income and Property

4.1 The income and property of the Trust shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Trust or Trustees, and no Trustee may be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust except as shown below under 'Allowed Payments'. This shall not prevent a member of the Trust receiving any benefit as a beneficiary.

5. Allowed Payments

- 5.1 The Trust may pay:
- (a) reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Trust who is not a Trustee for any services to the Trust;
 - (b) reasonable interest on the money lent by any member of the Trust or any Trustee. The annual rate of interest must not be more than the base rate of one of the major clearing banks in the United Kingdom;
 - (c) reasonable out-of-pocket expenses to any Trustee;
 - (d) reasonable and proper payment to a company or firm of which a Trustee holds not more than three percent of the capital;
 - (e) reasonable and proper rent of premises demised or let by any member of the Trust or Trustee;
 - (f) to the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to Article 4 above;
 - (g) any payment to a Trustee under the indemnity provisions in these Articles;
 - (h) in exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT where benefits are conferred on a Trustee under this Article 5, Article 36 (Trustees' interests and management of conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

PROVIDED further that nothing shall prevent a Trustee receiving benefits as a beneficiary.

6. Limited Liability

6.1 The liability of the members is limited.

7. Guarantee by Members of the Trust

7.1 Every member of the Trust agrees to contribute to the Trust £1 or any smaller amount required if:

- (a) the Trust is wound-up while he or she is a member or within a year afterwards; and
- (b) the Trust has debts and liabilities which it cannot meet out of its assets.

8. The Constitution of the Trust; Rights of Inspection

8.1 The Trust is established for the Objects.

8.2 A copy of the Articles and any Regulations must be available for inspection by the members of the Trust at the Office. Any member who requests a copy of the Memorandum and Articles of Association must be sent a copy.

9. Members

9.1 The number of members of the Trust is unlimited.

9.2 The Trust must keep at the Office a register of members showing their name, postal address, e-mail address (if supplied), and dates of becoming a member and ceasing to be a member.

10. Membership

10.1 The members of the Trust are:

- (a) The Trustees; and
- (b) The Member Organisations that have subscribed to the Memorandum of Association and such other organisations or bodies as shall be admitted to the Trust in accordance with these Articles, such admission having been previously approved by the Board.

10.2 A Member Organisation must, if asked, give a copy of its constitution to the Trust.

10.3 Each member which is a Member Organisation has the right to appoint one representative. At any time, by giving notice in Writing to the Trust, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Trust's request. The representative has the right to attend and to vote at general meetings of the Trust and any vote given shall be valid unless prior to the vote the Trust receives written notice ending the representative's authority.

11. No Transfer of Membership

11.1 None of the rights of any member of the Trust may be transferred or transmitted to any other person.

12. Ending of Membership

12.1 A member stops being a member of the Trust if:

- (a) the member resigns from membership by giving notice in Writing to the Trust; or
- (b) membership is ended under Article 13; or
- (c) the member fails to respond in Writing within 60 days of being sent a notice in Writing requesting confirmation that they wish to remain a member and the Board resolves to end membership. The notice must contain a warning that membership may be ended; or
- (d) the member dies, is disbanded or wound up; or
- (e) the member is a Trustee and ceases to be a Trustee.

13. Removal from Membership

13.1 The Board may suspend the rights of any member by giving the member notice in Writing of the suspension.

13.2 Within 28 days of receiving that notice the member can appeal in Writing to the Trust against the suspension. If no appeal is received within the time limit, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the Board or a committee appointed by the Board. The member has the right to be heard at the meeting or may make written representations. The meeting must either confirm the suspension, in which case membership ends, or lift the suspension.

14. General Meetings

14.1 The Trust shall hold an annual general meeting in addition to any other general meeting in every calendar year. The annual general meeting must be specified as such in the notices calling it.

15. Calling of General Meetings

15.1 The Board may call a general meeting whenever they wish. Such a meeting must also be called if required to do so under the Companies Acts.

16. Notice of General Meetings

16.1 All general meetings must be called by giving at least 14 Clear Days' notice in Writing (or such shorter notice as is legally sufficient from time to time). These notices must specify the place, date, time and general nature of any business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles. In every notice calling a general meeting these must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a meeting of the Trust.

16.2 However, even if shorter notice is given than that required by this Article, the meeting will be treated as having been correctly called if it is so agreed, by a majority of the members who have a right to attend and vote. But this majority must represent at least 90% of the total membership of the Trust members who have voting rights (or such lower percentage as is legally sufficient from time to time).

17. Who is Entitled to Notice of General Meetings

17.1 Notice of every general meeting must be given to:

- (a) every member (subject to the provisions of these Articles relating to Communications by the Trust);
- (b) the reporting accountants or auditor of the Trust; and
- (c) all Trustees.

17.2 No one else is entitled to receive notice of general meetings.

18. Quorum

18.1 Business may be transacted at a general meeting only if a quorum of members is present in person or by proxy when the meeting begins to deal with its business. A quorum is ten percent of the current membership of the Trust.

19. Adjournment if no Quorum

19.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide.

19.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

20. Chair

20.1 The Chair (if any) of the Board should normally preside as Chair at every Board meeting and general meeting of the Trust.

20.2 If there is no Chair, or if he or she is not be present within 15 minutes after the appointed starting time or is unwilling to take the chair:

- (a) If only one Vice-Chair is present, that Vice-Chair shall preside;
- (b) If both Vice-Chairs are present, the Board or members shall choose one of them to preside;
- (c) If there are no Vice-Chair present, the Board or members shall choose one of their number to preside (but a proxy holder who is not a member entitled to vote shall not be entitled to be appointed Chair of the meeting under this Article).

21. Adjournment of the Meeting

- 21.1 The Chair may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 21.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be carried out.

22. Voting on Resolutions

- 22.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chair or a member or member's representative who is present. Members may vote by proxy.

23. Proxies

- 23.1 A person holding a proxy may vote on any resolution.
- 23.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out in Appendix 2 (or as near to it as the circumstances admit) or in such other form as the Trustees may approve and shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office 48 hours (excluding Saturdays, Sundays and Public Holidays) prior to the general meeting, with the Secretary or the Chair of that meeting. No instrument appointing a proxy shall be valid after the expiry of 12 months from the date of its execution.
- 23.3 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll
- 23.4 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

24. Declaration of Chair is Final

24.1 Unless a poll is demanded, the Chair's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

24.2 The demand for a poll may be withdrawn.

25. When a poll is taken

25.1 A poll must be taken immediately, if it is correctly demanded, to elect a Chair or to decide upon an adjournment. Polls about other matters will be taken whenever the Chair so decides. Business which is not the subject of a poll may be dealt with before, during or after the poll.

25.2 The Chair will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

26. Voting and Speaking

26.1 Every member including the Chair has one vote at general meetings. If the votes are level, the Chair has a casting vote.

26.2 The auditor or reporting accountant has the right to attend and speak at general meetings.

26.3 A Trustee shall have the same rights as members to attend and speak at general meetings.

27. Written Agreement to Resolution

27.1 Subject to this Article 27 a written resolution agreed by:

- (a) members representing a simple majority, or
- (b) (in the case of a special resolution) members representing not less than 75% of the total voting rights of eligible members shall be effective.

27.2 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

27.3 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

27.4 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.

- 27.5 In relation to a resolution proposed as a written resolution of the Trust, the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 27.6 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 27.7 Communication in relation to written resolutions must be sent to the Trust's auditors in accordance with the Companies Acts.
- 27.8 A member signifies his, her or its agreement to a proposed written resolution when the Trust receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document:
- (a) identifying the resolution to which it relates; and
 - (b) indicating the members' agreement to the resolution.
- 27.9 For the purposes of Article 27.8:
- (a) a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - (b) where no such manner has been specified by the Trust, if the communication contains or is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement.
- 27.10 If the Trust gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document of information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

28. Management by the Board

- 28.1 The business of the Trust is managed by the Board. It may pay all the expenses of promoting and registering the Trust. It may use all powers of the Trust which are not, by the Act or by these Articles, required to be used by a general meeting of the Trust. But the Trustees are at all times governed first by the Companies Acts, second by the Articles, and third by any Regulations that the Board may make.

29. Cheques and Bills etc

- 29.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Trust shall indicate the name of the Trust in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board decides from time to time and cheques shall be signed by two Trustees unless the Board otherwise decides.

30. Indemnity of Trustees

30.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, the Trust may indemnify every Trustee out of the assets of the Trust against all costs and liabilities incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts; and every other officer of the Trust may be indemnified out of the assets of the Trust in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

31. The Keeping of Minutes

31.1 The Board must have minutes entered in the minute books:

- (a) of all appointments of officers by the Board;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Board;
- (c) of all resolutions and proceedings at all meetings of:
 - (i) The Trust;
 - (ii) The Board; and
 - (iii) Committees of the Board.

32. The Make-up of the Board

32.1 The Board consists of:

- (a) not more than three persons to be nominated and elected by the Member Organisations (“the Elected Trustees”);
- (b) not more than three persons to be appointed by the Royal Borough of Kensington & Chelsea (“the Appointed Trustees”);
- (c) not more than six additional individuals (at least one of whom must be resident in the Area of Benefit), proposed by the nominations committee and appointed by the Board (“the Additional Trustees”).

32.2 Chair of the Board

- (a) The Board may appoint a Chair, being one of the Additional Trustees residing in the Area of Benefit, at its first meeting after each Annual General Meeting or, should a vacancy occur during the year, at the first meeting of the Board thereafter;
- (b) The Chair, if not reappointed, shall stand down as Chair at the beginning of the first meeting of the Board after the next following Annual General Meeting.

32.3 Election of Trustees by Member Organisations

The election to the Board of the Elected Trustees by Member Organisations shall be conducted in such manner as the Board may from time to time in its discretion decide, subject to the following general principles:

- (a) The Board may decide to hold a postal or electronic ballot for the election of Trustees.
- (b) Each Member Organisation shall be entitled to nominate one candidate for election as a trustee.

PROVIDED THAT if a Member Organisation has previously nominated another person for election who is currently serving as a trustee and that trustee's term of office is due to continue beyond the anticipated date of appointment of the new trustees that Member Organisation will not be entitled to nominate a candidate in the current election.

- (c) Member Organisations must be informed of the method and time limits for submitting nominations not less than 14 Clear Days before the date of the relevant deadline for nominations. Such notice may be in any form of communication including a publication sent to members.
- (d) Nominations must be accompanied by a statement from the candidate, in such form as may be determined by the Board, explaining how the candidate meets the skills and attributes required of Trustees as identified by the nominations committee established under Article 32.4.
- (e) If a vacancy has arisen as a result of the expiry of a Trustees' second term of office, the Board must decide whether that Trustee is to be allowed a third term of office pursuant to Article 32.6(a) and its decision will be communicated to the Member Organisation that nominated the Trustee before or at the same time that invitations for nominations are sent to Member Organisations.
- (f) Nominations signed on behalf of a Member Organisation must be submitted as directed by the Board.
- (g) The Chair may declare a nomination to be void, if he or she reasonably considers that, if appointed, the person concerned would not be eligible to hold office as a Trustee because of Article 34, or any other legal restrictions on who may hold office as a Trustee which may apply from time to time.
- (h) If the number of persons validly nominated does not exceed or equals the number of vacancies no election shall be required and the persons nominated shall be deemed duly appointed as Trustees.
- (i) If the number of persons so nominated exceeds the number of vacancies, an election shall be held following the procedure set out in the remainder of this Article 32.3.
- (j) Each Member Organisation shall be entitled to vote for the same number of candidates as there are vacancies.
- (k) Ballot papers or directions for electronic voting shall be sent to all the members of the Trust no later than 14 Clear Days before the date of the relevant election deadline.
- (l) The ballot papers or directions for electronic voting shall include details of the deadline by which ballots must be returned to the Trust or electronic votes cast as directed by the Trust.
- (m) The counting of the ballots will take place after the deadline referred to in Article 32.3(l) above.
- (n) If the vote of any member voting by post or electronically is uncertain or spoilt, or if doubt arises as to the intention of the member so voting the Chair shall have an absolute discretion to reject the vote.
- (o) The election of Trustees shall be carried by a simple majority of the votes cast and in case of equality of votes the Chair shall decide between those candidates by lot, and proceed as if the candidate on whom the lot falls had received an additional vote.

32.4 Nominations committee

- (a) The Board shall appoint a committee headed by the Chair to:
 - (i) identify the skills and attributes required by the Board to best govern the Trust; and
 - (ii) recruit Additional Trustees as members of the Board.
- (b) The nominations committee shall propose to the Board candidates to be Additional Trustees that it considers best meet the governance needs of the Trust.

32.5 Trustees' terms of office

- (a) Subject to the above provisions and those of Article 34, Trustees shall hold office from his or her appointment to the Board until the first meeting of the Board following the third anniversary of his or her appointment.
- (b) For the purposes of this Article 32.5 a term of office shall include a term for which the Trustee was appointed to fill a vacancy pursuant to Article 33.

32.6 Maximum number of terms of office

- (a) Trustees may normally serve a maximum of two consecutive terms of three years, but the Board may resolve that exceptional circumstances apply such that a Trustee may be permitted to serve a third consecutive term of office, for example (but without limitation) if the Trustee in question has relevant skills or experience that the Board determines cannot be readily replaced.
- (b) An individual who has served the maximum number of consecutive terms as a Trustee shall not be eligible to become a Trustee for a period of one year commencing with the termination of his or her last term of office.

32.7 No changes to the make-up of the Board

With the object that membership of the Board shall at all times preserve the proportions set out in Article 32.1, no alteration of Article 32.1 or this Article 32.7 shall be permitted without the consent of the Royal Borough of Kensington & Chelsea.

32.8 Vice-Chairs

The Board may elect and remove two Vice-Chairs and such other officers as it requires from the members of the Board to serve in that capacity whose term of office shall expire on the next appointment of a Chair of the Trust.

32.9 All appointments, retirements or removals of Trustees and the Secretary must be notified to the Registrar of Companies.

33. Filling vacancies in the Board

33.1 A vacancy in the Board may be filled at any time:

- (a) in the case of Appointed Trustee by calling for nominations from the Royal Borough of Kensington & Chelsea; or
- (b) in the case of Elected Trustees by holding an election under Article 32.3; or
- (c) in the case of Additional Trustees by open recruitment.

34. Ending of Board Membership

34.1 A Trustee ceases to hold office if he or she:

- (a) ceases to be a director by virtue of any provision of the Companies Acts, or is prohibited from being a director by law; or
- (b) is disqualified from acting as a charity trustee under the Charities Act 2011; or
- (c) is reasonably believed by the Trustees to have become physically or mentally incapable of managing his or her own affairs and they resolve he or she be removed from office; or
- (d) resigns the office by notice in writing to the Trust but only if at least three Trustees will remain in office when the resignation takes effect; or
- (e) is absent without notice from three consecutive meetings of the Trustees and the other Trustees resolve that he or she should be removed from office for this reason; or
- (f) fails to comply with the conflicts of interest provisions set out in these Articles and the other Trustees resolve that he or she should be removed from office for this reason; or
- (g) at a Members' general meeting of the Trust, a resolution is passed that he or she be removed from office, provided the meeting has invited his or her views and considered the matter in the light of such views; or
- (h) is removed by a resolution of the Board, passed by a majority of three quarters, that he or she be removed as a Trustee, provided that such Trustee is given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity either (at his or her option) being heard by or making written representations to the Trustees.

35. Meetings of the Board

35.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

35.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.

35.3 Any three Trustees may, and the Secretary if requested by the Chair must, summon a meeting of the Board.

35.4 Notice of a Board Meeting need not be given to any Trustee who is out of the United Kingdom.

35.5 Meetings may be held in person or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

36. Trustees' interests and management of conflicts of interest

- 36.1 Unless Article 36.2 applies, a Trustee must declare the nature and extent of:
- (a) any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Trust; and
 - (b) any duty or any direct or indirect interest which he or she has which conflicts with or may conflict with the interests of the Trust or his or her duties to the Trust.
- 36.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, aware.
- 36.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 36.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Trust, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- (a) the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:
 - (i) any benefit received in his, her or its capacity as a beneficiary of the Trust (as permitted under Article 5) and which is available generally to the beneficiaries of the Trust;
 - (ii) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.21;
 - (iii) payment under the indemnity set out at Article 30; and
 - (iv) reimbursement of expenses in accordance with Article 5.1(c); or
 - (b) a majority of the other Trustees participating in the decision-making process decide to the contrary,
- in which case he or she must comply with Article 36.5.
- 36.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 36.5, he or she must:
- (a) take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - (b) not be counted in the quorum for that part of the process; and
 - (c) withdraw during the vote and have no vote on the matter.
- 36.6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

- (a) the Trustee shall not be in breach of his or her duties to the Trust by withholding confidential information from the Trust if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- (b) the Trustee shall not be accountable to the Trust for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

37. Quorum for the Board

37.1 The quorum necessary for business to be done at a Board meeting is one half of the Trustees currently acting.

38. Effect of vacancies on the Board

38.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to arrange the appointment of further Trustees.

39. A Resolution may be Approved by Signature Without a Meeting

39.1 A resolution in Writing Signed by a majority of all the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form Signed by one or more members of the Board or committee.

40. Validity of Acts Done at Meetings

40.1 If it is discovered that there was some defect in the procedure at a meeting, or in the appointment of a Trustee, or that he or she was disqualified, anything done before the discovery is as valid as if there were no defect or disqualification.

41. Delegation by the Board

41.1 The Board may delegate the administration of any of its powers to committees consisting of one or more Trustees and any such committee or Trustee must conform to any rules that the Board imposes on it.

41.2 Any such committee shall not have executive powers except such powers as may be delegated by the Board but may make such recommendations it thinks fit to the Board for its consideration.

41.3 The Board may co-opt any person or people who are not Trustees to serve on a committee.

41.4 All acts and proceedings of a committee or Trustees must be reported to the Board as soon as possible.

42. Chairs of Committees

- 42.1 A committee may elect a chair of its meetings if the Board does not nominate one.
- 42.2 If at any meeting a committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

43. Meetings of Committees

- 43.1 A committee may meet and adjourn whenever it chooses.
- 43.2 Questions at the meeting must be decided by a majority of votes of the members present.
- 43.3 A committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.

44. Appointment and Removal of the Company Secretary

- 44.1 A Company Secretary (the "Secretary") shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.

45. The Seal

- 45.1 If the Trust shall decide to use a company seal the Board must provide safe custody of the Seal.
- 45.2 The Seal may only be used with the authority of the Board or of a committee authorised by the Board to use it.
- 45.3 Everything to which the Seal is affixed must be:
 - (a) signed by a member of the Board; and
 - (b) countersigned by the Secretary or by a second Trustee or by some other person appointed by the Board for that purpose.

46. Records and accounts

- 46.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 (as such legislation may from time to time be amended or re-enacted) as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - (a) annual reports;
 - (b) annual returns; and
 - (c) annual statements of account.

- 46.2 The annual reports and statements of account to be filed with the Registrar of Companies and the Charity Commission in accordance with Article 46.1 shall also be put before the members at the Annual General Meeting.
- 46.3 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Trust, no person is entitled to inspect any of the Trust's accounting or other records or Documents merely by virtue of being a member.
47. **Books must be kept at the Office**
- 47.1 The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees.
48. **Appointment of Reporting Accountants or Auditors**
- 48.1 The Trust must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Trust's income or assets from time to time makes this a legal requirement.
49. **Communications by the Trust**
- 49.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Trust under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Trust, including without limitation:
- (a) in Hard Copy Form;
 - (b) in Electronic Form; or
 - (c) by making it available on a website.
- 49.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 49.3 Subject to the Articles, any notice of Document to be sent or supplied to a Trustee in connection with the taking of decision by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.
- 49.4 A member present in person or by proxy or via its representative at a meeting of the Trust shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 49.5 Where any Document or information is sent or supplied by the Trust to the members:
- (a) where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays and Public Holidays) after it was posted;

- (b) where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- (c) where it is sent or supplied by means of a website, it is deemed to have been received:
 - (i) when the material was first made available on the website; or
 - (ii) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

49.6 Subject to the Companies Acts, a Trustee or any other person may agree with the Trust that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

49.7 Where any Document or information has been sent or supplied by the Trust by Electronic Means and the Trust receives notice that the message is undeliverable:

- (a) if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Trust, the Trust is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Trust's register of members or Trustees, but may in its discretion choose to do so;
- (b) in all other cases, the Trust shall send a Hard Copy of the Document or information to the member's postal address as shown in the Trust's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- (c) the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

49.8 Copies of the Trust's annual accounts and reports need not be sent to a person for whom the Trust does not have a current Address.

49.9 Notices of general meetings need not be sent to a member who does not register an Address with the Trust, or who registers only a postal address outside the United Kingdom, or to a member for whom the Trust does not have a current Address.

50. **Accidental Omission of Notice**

50.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

51. **Communications to the Trust**

51.1 The provisions of the Companies Acts shall apply to communications to the Trust.

52. Regulations

52.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

53. Exclusion of model articles

53.1 The relevant model articles for a company limited by guarantee are hereby expressly excluded.

54. Dissolution of the Trust

54.1 If the Board or a general meeting consider it appropriate to dissolve the Trust, the Trust shall then call a meeting of all members entitled to notice of general meetings and a properly convened meeting shall have the power to dissolve the Trust.

54.2 If the Trust is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are similar or ancillary to those of the Trust.

54.3 The institution or institutions will be chosen by the Trustees at or before the time when the Trust is wound-up or dissolved.

APPENDIX 1

Meaning of Words

1. In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:

Words	Meanings
Additional Trustees	Trustees appointed to the Board in accordance with Article 32.1(c);
Address	includes a number of addresses used for the purpose of sending or receiving documents by Electronic Means;
Appointed Trustees	Trustees appointed to the Board in accordance with Article 32.1(b);
Area of Benefit	the Royal Borough of Kensington & Chelsea and adjoining London boroughs;
Articles	these Articles of Association;
Board	the Board of Trustees of the Trust the members of which are the directors of the Trust and are charity trustees;
Chair	the Chair of the Board of Trustees. Where the Chair is unable to act the term shall include any person discharging the functions of the Chair;
Charity Commission	the Charity Commission for England and Wales;
Circulation Date	in relation to a written resolution has the meaning given to it in the Companies Acts;
Clear Days	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
Companies Acts	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Trust;
Connected	any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or

	(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
Document	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Elected Trustees	Trustees appointed to the Board in accordance with Article 32.1(a);
Electronic Form) Electronic Means) Hard Copy) Hard Copy Form)	the meanings given in the Companies Act 2006;
Month	calendar month;
Member Organisation	an organisation that has been admitted to membership of the Trust;
Nominations committee	a committee appointed by the Board to identify the skills and attributes required by the Board and to recruit Additional Trustees in accordance with Article 32.4;
Office	the registered office of the Trust;
Public Holiday	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in England;
Regulations	any rules, standing orders or regulations made in accordance with these Articles;
Seal	the common seal of the Trust;
Signed	shall include faxes of signatures and e-mails;
Taxable Trading	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
Trust	Westway Trust;
Trustee	a director of the Trust, and includes any person occupying the position of director, by whatever name called;
United Kingdom	Great Britain and Northern Ireland;

Writing 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.

2. Words in the singular form include the plural and vice versa and reference to the male shall include reference to the female or to the neuter as the context requires.
3. The words “person” or “people” include corporations.
4. Apart from the words defined above, any words or expression defined in the Companies Acts will have the same meanings in these Articles, provided they are consistent with the subject or context.
5. Headings are not part of the Articles.

Company number: 06475436

THE COMPANIES ACTS 1985 TO 2006

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF

WESTWAY TRUST

Subscribers

We, the people whose names, addresses and descriptions are written below, wish to form into a Trust with this Memorandum of Association.

Signatures, names, addresses and occupations of Subscribers

Name: Jon Rayman
Address: Flat 1, 17 Dawson Place
Notting Hill
London W2 4TH
Occupation: Solicitor
Signature:

Name: Eddie Adams
Address: 42 St Lawrence Terrace
London W10 5ST
Occupation: Retired
Signature:

Name: Cllr Fiona Buxton
Address: 70 Palace Gardens Terrace
London W8 4RR
Occupation: Marketing consultant
Signature:

Name: Jonathan A'Lee
Address: 18b Wornington Road
Swinbrook Estate
London W10 5QW
Occupation:
Signature:

Name: Cllr Terence Buxton
Address: 37 Ormonde Gate
LONDON SW3 4HA
Occupation: Company Director
Signature:

Name: Allison Botero
Address: Flat 3
17 Pembridge Villas
London W11 3EW
Occupation: Financial Strategist
Signature:

Name: Joanna Farquharson
Address: 17 Caithness Road
London W14 0JA

Occupation: Solicitor
Signature:

Name: Cynthia Dize
Address: 14 St Ervans Road
London W10 5QS

Occupation: Charity Director
Signature:

Name: Cllr David Lindsay
Address: 26 Avondale Park Gardens
London W11 4PR

Occupation: Chartered Accountant
Signature:

Name: Mary Gardiner
Address: 37c St Quintin Avenue
London W10 6NZ

Occupation: Charity Director
Signature:

Name: Gail Mayhew
Address: 63 Portland Road
London W11 4LJ

Occupation: Project Manager
Signature:

Name: David Oliver
Address: 263 Lonsdale Road
London SW13 9QL

Occupation: Finance Director
Signature:

Name: Martin Owen
Address: 93 Centurian Building
Chelsea Bridge Wharf
London SW8 4NZ

Occupation: Company Director
Signature:

Name: Mary Roser
Address: 40 Robinson House
Bramley Road
London W10 6RW

Occupation: Personal Assistant
Signature:

Name: Peter Wilson
Address: 20 Stanhope Gardens
London SW7 5RQ

Occupation: Private Equity Manager
Signature:

Dated this 12th day of December 2007

Witness to the above signatures

Name

Address

Occupation