

COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF SUNNYSIDE HALL, RUSTHALL

1. NAME

The name of the Company is Sunnyside Hall, Rusthall (“the Charity”).

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales.

3. OBJECTS

The objects of the Charity are the provision of property held on trust for the purposes of a village hall for the use of the inhabitants of such area adjoining the parish of Rusthall as determined from time to time by the Charity in the county of Kent without distinction of political, religious or other opinions, including use for meetings, lectures and classes and for other forms of recreation or leisure time occupation with the object of improving the conditions of life for the said inhabitants. (“the Objects”).

4. POWERS

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

- 4.1 To promote or carry out research;
- 4.2 To provide advice;
- 4.3 To publish or distribute information;
- 4.4 To co-operate with other bodies;
- 4.5 To support, administer or set up other charities;
- 4.6 To raise funds (but not by means of taxable trading);
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);

WE CERTIFY the within to be a true copy of the original.

Nahant Nathanson

Date _____
 File D1648/1
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 Theobald's Road
 London
 WC1X 8RW

- 4.8 To acquire or hire property of any kind;
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.10 To make grants or loans of money and to give guarantees;
- 4.11 To set aside funds for special purposes or as reserves against future expenditure;
- 4.12 To deposit or invest funds in any manner as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if they were beneficially absolute owners (but to invest only after obtaining advice from a financial expert (unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so) and having regard to the suitability of investments and the need for diversification);
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.13.2 every transaction is reported promptly to the Charity;
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.13.4 the Trustees are entitled to cancel the delegation arrangement on giving reasonable notice at any time;
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.13.6 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; and
 - 4.13.7 the financial expert must not do anything outside the powers of the Trustees.
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom or, in the case of an investment or property outside the United Kingdom, a body corporate wherever incorporated or having its place of business) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when appropriate;

- 4.16 To insure any Trustee against the costs of a successful defence to a criminal prosecution brought against him as a trustee of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.18 To enter into contracts to provide services to or on behalf of other bodies;
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity;
- 4.20 To pay the costs of forming the Charity; and
- 4.21 To do anything else within the law which promotes or helps to promote the Objects.

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but :
- 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except :
- 5.2.1 as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in managing and directing the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in managing and directing the Charity (including the costs of a successful defence to criminal proceedings);

- 5.2.4 payment to any company in which a Trustee has no interest other than a 1 per cent shareholding; and
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member (other than where his membership interest is no more than a 1 per cent shareholding), officer or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if :
 - 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 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 clause 5.4;
 - 5.3.3 no more than one half of the Trustees are so connected with such a contract in any financial year.
- 5.4 Whenever a Trustee has a personal interest in a contract, arrangement or transaction (or proposed contract, arrangement or transaction) with the Charity, he must disclose his interest in accordance with section 317 of the Act and, if he has a personal interest in any other matter affecting the Charity, he must disclose that interest as if the matter were an arrangement with the Charity. If the Trustee concerned is present at any meeting of the Trustees or a committee established by the Trustees at which such contract, arrangement, transaction or other matter is to be discussed, he must:
 - 5.4.1 declare an interest at or before discussion begins on that item;
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 withdraw during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the prior written consent of the Commission.

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

8. DISSOLUTION

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which are within the Objects or are the same as or similar to the Objects;

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9. INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS SIGNATURES OF SUBSCRIBERS

Kevin Powley
14 Rustwick,
Rusthall
Tunbridge Wells
Kent TN4 8NR

Signature.




Date: 3rd April 2003


Mrs Shirley Barter
146 St John's Road
Tunbridge Wells
Kent TN4 9UT

Signature. 
Date: April 2003

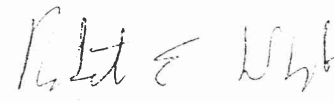
Mr John Weddell
12a Connaught Way
Tunbridge Wells
Kent TN4 9QJ

Signature. 
Date: 4th April 2003

Mrs Elizabeth Watt
15 Tristan Gardens
Rusthall
Tunbridge Wells
Kent TN4 8PD

Signature. 
Date: 4 April 2003

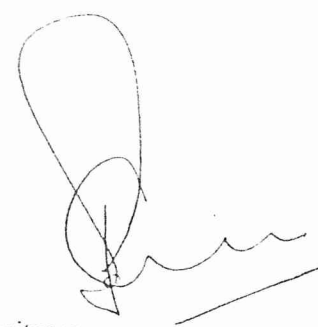
Cannon Bob Whyte
The Vicarage
Bretland Road
Rusthall
Tunbridge Wells
Kent TN4 8PB

Signature. 
Date: 6th April 2003

WITNESS TO THE ABOVE SIGNATURES

[Name, address and occupation of witness]

JOHN CHRISTOPHER JAMES
3 TRISTAN GARDENS
RUSTHALL
TUNBRIDGE WELLS
KENT TN4 8PD
RECONCILIATION OFFICER



Signature of witness
Date: 7th April 2003