

COMPANIES ACTS 2006

COMPANY LIMITED BY GUARANTEE AND

**NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF**

CHICHESTER COMMUNITY

DEVELOPMENT TRUST

Companies Acts 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF CHICHESTER COMMUNITY DEVELOPMENT TRUST (WORKING NAME CCDT)

Incorporated on 14 December 2009 and amended by special resolution on xxx xxx 2026.

1. INTERPRETATION

1.1 In these Articles:

- “Act”** means the Companies Act 2006;
- the “Companies Acts”** means the Companies Acts as defined in section 2 of the Act insofar as they apply to the Charity;
- “address”** means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Charity;
- “Articles”** means the articles of association of the Charity for the time being in force;
- “Business Day”** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
- “Charity”** means Chichester Community Development Trust, which is a charitable company regulated by the Articles;
- “Charities Act”** means the Charities Act 2011;
- “clear days”** in relation to the period of a notice means a period excluding:
- (a) the day when the notice is given or deemed to be given; and
 - (b) the day for which it is given or on which it is to take effect;

the “Commission”	means the Charity Commission for England and Wales;
“Conflicted Trustee”	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
“Connected Person”	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a charity trustee or a trustee for a charity within the meaning of the Charities Act;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form
“electronic form and electronic means”	have the meaning given to such terms in section 1168 of the Act;
“memorandum”	means the memorandum of association of the Charity;
“officers”	includes the Trustees and a person appointed as company secretary (if any);
“secretary”	means the secretary of the Charity or any other person appointed to perform the duties formerly required of a company secretary, including a joint, assistant or deputy secretary and who may but need not be a Trustee;
“special resolution”	has the meaning given in section 283 of the Act;
“Trustees”	means the directors of the Charity. The Trustees are charity trustees as defined by section 177 of the Charities Act; and
“United Kingdom”	means the United Kingdom of Great Britain and Northern Ireland;

- 1.2 Unless the context otherwise requires, words and expressions which have meanings in the Act or the Charities Act shall have the same meaning in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an Article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 The Model Articles shall not apply to the Charity.

2. REGISTERED OFFICE

- 2.1 The registered office of the Charity is to be situated in England.

3. LIMITED LIABILITY AND GUARANTEE

- 3.1 The liability of the members is limited. Every member promises, if the Charity is dissolved while they are a member or within twelve months after they ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of them towards the payment of the debts and liabilities of the Charity incurred before they cease to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

4. OBJECTS

The objects of the Charity are: -

- 4.1 To pursue any charitable purpose, primarily for the benefit of the community in Chichester and the wider Chichester district
- 4.2 To own, manage and maintain community facilities for the public at large and/or those who, by reasons of their youth, age, infirmity or disablement, poverty or social and economic circumstances, need such facilities;
- 4.3 To create training and employment opportunities by the provision of workspace, buildings, and/or land for use on favourable terms;
- 4.4 To advance education, training and retraining, particularly among unemployed people;
- 4.5 To promote public safety and the prevention of crime;
- 4.6 To develop the capacity and skills of the members of the community in such a way that they are better able to identify, and help meet, their needs and participate more fully in society;
- 4.7 To develop and encourage, foster and promote the physical, economic and social development and regeneration of the area by building partnerships with organisations with similar aims,
- 4.8 To relieve poverty among residents of Chichester and the surrounding area, by providing access to community services, advice, activities, and support that improve wellbeing, reduce hardship and increase opportunities, and
- 4.9 To promote environmental sustainability within the communities served by CCDT by supporting initiatives, education, and activities that encourage sustainable living, reduce carbon impact, protect local green spaces, and empower residents to make environmentally responsible choices.

5. POWERS

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

- 5.1 To promote or carry out research
- 5.2 To provide advice
- 5.3 To publish or distribute information
- 5.4 To co-operate with other bodies
- 5.5 To support, administer or set up other charities
- 5.6 To raise funds
- 5.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011 if it wishes to mortgage land)
- 5.8 To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.9 to grant any interest in land or provide, construct, repair, improve or carry out works to buildings, to acquire or hire property of any kind and to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 5.10 To make grants or loans of money and to give guarantees
- 5.11 To conduct cultural and heritage tours
- 5.12 To set aside funds for special purposes or as reserves against future expenditure
- 5.13 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 5.14 To delegate the management of investments to a financial expert, but only on terms that:
 - 5.14.1 the investment policy is set down in writing for the financial expert by the Trustees
 - 5.14.2 every transaction is reported promptly to the Trustees
 - 5.14.3 the performance of the investments is reviewed regularly with the Trustees
 - 5.14.4 the Trustees are entitled to cancel the delegation arrangement at any time

5.14.5 the investment policy and the delegation arrangement are reviewed at least once a year

5.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt

5.14.7 the financial expert must not do anything outside the powers of the Trustees

5.15 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 England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required

5.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

5.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees 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

5.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers

5.19 To enter into contracts to provide services to or on behalf of other bodies

5.20 To establish subsidiary companies to assist or act as agents for the Charity

5.21 To pay the costs of forming the Charity

5.22 To do anything else within the law which promotes or helps to promote the Objects

6. APPLICATION OF INCOME AND PROPERTY

6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members or the Trustees.

6.2 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.

6.3 Subject to compliance with Article 7.1, Members, Trustees and Connected Persons:

- 6.3.1 may be paid interest at a reasonable rate on money lent to the Charity;
- 6.3.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
- 6.3.3 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

7. BENEFITS TO TRUSTEES AND CONNECTED PERSONS

- 7.1 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 7.1.1 as mentioned in clauses 6.3.1, 6.3.2.
 - 7.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 7.1.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 7.1.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
 - 7.1.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 7.2 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 7.2.1 declare an interest at or before discussion begins on the matter
 - 7.2.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 7.2.3 not be counted in the quorum for that part of the meeting
 - 7.2.4 withdraw during the vote and have no vote on the matter

7.3 This clause may not be amended without the prior written consent of the Commission

8. CONFLICTS OF INTEREST

8.1 Subject to Article 8.2, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

8.1.1 declare the nature and extent of their interest at or before discussion begins on the matter;

8.1.2 withdraw from the meeting for that item after providing any information requested by the Trustees;

8.1.3 not be counted in the quorum for that part of the meeting; and

8.1.4 be absent during the vote and have no vote on the matter.

8.2 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:

8.2.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit;

8.2.2 to disclose information confidential to the Charity to a third party; and/or

8.2.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.

8.3 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her

duties to the Charity if they declare the conflict in accordance with Article 8.1 and then withholds such confidential information from the Charity.

- 8.4 For any transaction or arrangement authorised under Articles 6.3 or 7.1, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied, provided the relevant provisions of Article 8.1 have been followed.

9. MEMBERS

- 9.1 Every person who becomes a Trustee shall automatically become a member of the Charity
- 9.2 A person shall cease to be a member when they cease to be a Trustee
- 9.3 The number of members shall not be less than two.

10. THE TRUSTEES

- 10.1 The Trustees, as the charity trustees, have control of the Charity and are responsible for its property, funds, governance, and strategic direction.
- 10.2 When complete, the Board shall consist of not fewer than **five** and not more than **fifteen** individuals. All Trustees are also the members of the Charity.
- 10.3 The Board shall, where possible, consist of representation from the following categories:
- a) **Resident Trustees** – up to three individuals who reside in Chichester, including at least one resident from Graylingwell Park.
 - b) **Voluntary, Community and Faith Sector Trustees** – up to two individuals active in relevant organisations.
 - c) **Business Trustees** – up to two individuals with local business involvement.
 - d) **Ex-officio Local Authority Trustee** – one Chichester District Council local ward councillor.
 - e) **Ex-officio Clarion Housing Group Trustee.**

- f) **Ex-officio Linden/Downland Graylingwell LLP** - one representative until Graylingwell Park is completed
- g) **Co-opted Trustees** – up to three individuals with relevant specialist skills and experience, appointed by the Board.

(Note: These are appointment categories, not membership classes.)

10.4 The subscribers to the Memorandum (or the first trustees named on incorporation) are the first Trustees.

10.5 A person must sign a declaration confirming their willingness and eligibility to act as a charity trustee before they may vote at any Trustee meeting.

11. APPOINTMENT OF TRUSTEES

11.1 Trustees may be appointed by resolution of the Board, in accordance with the Trustee Appointment and Recruitment Policy.

11.2 The Trustees may co-opt up to **three** additional Trustees at any one time. A co-opted Trustee holds office only until the next AGM unless reappointed.

12. TRUSTEES' RETIREMENT

12.1 Trustees shall be appointed for a term of three years, at the end of which they shall retire. Subject to Article 11.2, a Trustee is eligible for reappointment for up to two further terms of three years each.

12.2 No Trustee shall serve for more than **nine consecutive years**, unless, in exceptional circumstances, the Trustees determine that it is in the best interests of the Charity for a particular Trustee to continue beyond this limit. In such circumstances, the Trustee may be reappointed for **one additional year** at a time, in accordance with these Articles.

12.3 For the avoidance of doubt, any break in service of at least 12 months resets the maximum consecutive term.

13. TERMINATION OF OFFICE

13.1 A Trustee automatically ceases to hold office if they:

13.1.1 are disqualified under the Charities Act 2011;

13.1.2 become incapable, whether mentally or physically, of managing their own affairs;

13.1.3 are absent without permission from **three consecutive Board meetings**;

13.1.4 cease to be a Trustee in accordance with these Articles;

13.1.5 resign by written notice (provided at least two Trustees remain in office);

13.1.6 are removed by a resolution of the Trustees on the grounds that their continued involvement is harmful to the Charity, **after being notified in writing and given 14 clear days to make representations**;

13.1.7 are dismissed for a serious breach of the Trustee Code of Conduct;

13.1.8 fail to comply with conflict-of-interest provisions in a manner that endangers the Charity.

14. VALIDITY OF DECISIONS

14.1 A technical defect in the appointment of a Trustee, of which the Trustees were unaware at the time, does not invalidate decisions taken by the Board.

15. PROCEEDINGS OF TRUSTEES

15.1 The Trustees must meet at least **four times per year**.

15.2 A meeting is quorate if at least **half** of the Trustees are present; and

15.3 Meetings may be held in person or via any electronic means that enables all participants to communicate clearly.

15.4 The Chair, or if unavailable another Trustee appointed by those present, presides at each meeting.

15.5 Decisions are made by simple majority.

15.6 The Chair has a **casting vote** in the event of a tie.

15.7 A resolution signed by all Trustees is as valid as one passed at a meeting.

15.8 Unrecognised procedural defects do not invalidate meeting decisions.

16. POWERS OF TRUSTEES

16.1 The Trustees may exercise all the powers of the Charity necessary to further its Objects and to manage and govern its affairs effectively, including the power to:

16.1.1 Determine the vision, strategy, priorities and policies of the Charity, approve strategic and business plans, and oversee their implementation and effectiveness.

16.1.2 Appoint, support, oversee, remunerate and, where necessary, remove the Chief Executive, who shall also act as Company Secretary, and delegate such authority and responsibilities as are necessary for the effective management and operation of the Charity, subject to appropriate oversight and accountability.

16.1.3 Appoint and remove a Chair, Treasurer, or other officers from among the Trustees; to establish committees and working groups; and to adopt, amend and enforce Standing Orders, Rules, Regulations, policies and procedures consistent with these Articles.

16.1.4 Manage the assets, property, finances and other resources of the Charity, including approving budgets, investments, borrowing, contracts and major projects, and ensuring the long-term financial sustainability of the Charity.

16.1.5 Acquire, hold, improve, develop, lease, licence, manage and dispose of land, buildings and other property and assets of the Charity in furtherance of its Objects.

16.1.6 Enter into partnerships, collaborations, funding arrangements, contracts and other agreements with individuals, organisations, businesses and public bodies where these further the Objects of the Charity.

16.1.7 Manage risk, ensure compliance with legal and regulatory requirements, safeguard the Charity's assets, reputation and charitable purposes, and do all such lawful things as are incidental or conducive to the achievement of the Charity's Objects and the proper governance and administration of the Charity.

17. ANNUAL GENERAL MEETING (AGM)

17.1 Annual General Meeting

17.1.1 The Charity shall hold an Annual General Meeting (the "AGM") in each calendar year, in addition to any other general meetings held in that year. Any interested person is invited to attend

17.1.2 The AGM shall be held at such time and place as the Trustees determine.

17.2 Business of the AGM

The business of the AGM shall include:

17.2.1 Receive the Trustees' annual report;

17.2.2 Receive the annual accounts of the Charity;

17.2.3 Note the appointment of auditors or independent examiners (if applicable);

17.2.4 Report on the composition of the Trustees and confirm reappointments or elections as permitted by these Articles;

17.2.5 Discuss any other matters the Trustees and CEO wish to present for transparency and accountability.

17.2.6 Take questions from those present or submitted in advance.

17.3 The members of the Charity are the Trustees. No person shall be a member unless they are a Trustee.

17.4 Notice

17.4.1 At least 14 clear days' notice of the AGM shall be given to all members.

17.4.2 The notice shall specify the date, time, place (or electronic platform), and general business of the meeting.

17.5 The AGM shall be attended by all Trustees, CEO and Auditors.

17.6 The quorum shall be at least half of the members in office and in any event not fewer than two.

17.7 The Chair of the Trustees, or in their absence a Trustee appointed by those present, shall preside over the AGM.

18. RECORDS AND ACCOUNTS

18.1 The Trustees must comply with the requirements of the Companies Act 2006 and the Charities Acts 2011 regarding:

18.1.1 Keeping proper financial records;

18.1.2 The audit or independent examination of accounts; and

18.1.3 The preparation and submission to the Registrar of Companies and the Charity Commission of:

18.1.3.1 Annual reports;

18.1.3.2 Annual returns; and

18.1.3.3 Annual statements of account.

18.2 The Trustees must keep proper records of:

18.2.1 All proceedings at meetings of the Trustees;

18.2.2 All reports of committees; and

18.2.3 All professional advice obtained during the Charity's business.

18.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

18.4 A copy of the Charity's latest available statement of account shall be supplied, on written request and on payment of the Charity's reasonable costs, to any Trustee or member within two months of the request.

19. NOTICES

19.1 The Charity may deliver a notice or other document to a member:

19.1.1 By hand, to the address recorded for the member in the Charity's records;

19.1.2 By post or other delivery service, in an envelope with postage or delivery paid to an address recorded for the member in the Charity's records;

19.1.3 By fax to a fax number notified by the member in writing;

19.1.4 By electronic mail to an address notified by the member in writing;

19.1.5 By a website, the address of which shall be notified to the member in writing; or

19.1.6 By advertising in at least two national newspapers.

- 19.2 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 19.3 A notice or document delivered by hand is treated as delivered at the time it is handed to or left for the member.
- 19.4 By post or delivery service, a notice is treated as delivered:
- 19.4.1 24 hours after posting if first-class post was used; or
- 19.4.2 72 hours after posting or handing to delivery agents if first-class post was not used; if it can be proved that the notice was correctly addressed and posted or handed to the delivery agent.
- 19.5 By fax, a notice is treated as delivered at the time it was sent.
- 19.6 By electronic mail, a notice is treated as delivered at the time it was sent.
- 19.7 By website, a notice is treated as delivered when the material is first made available on the website, or if later, when the member receives notice that the material is available.
- 19.8 For the purposes of this Article, any part of a day that is not a Business Day is ignored.
- 19.9 A notice given by advertisement is treated as delivered at midday on the day when the last of the required advertisements appears in the newspapers.

20. DISSOLUTION

- 20.1 If the Charity is dissolved, the Trustees must ensure that any net assets remaining after provision has been made for all its liabilities are applied in one or more of the following ways:
- 20.1.1 Directly for the Objects of the Charity;

20.1.2 By transfer to one or more other charities established for purposes like the Objects; or

20.1.3 To one or more charities for use for purposes that fall within the Objects.

20.2 Under no circumstances shall any net assets of the Charity be distributed to any individual Trustee, member or other private person. Any distribution must only be to a charity or charitable purpose

20.3 The Trustees must submit a final report and statement of account to the Charity Commission on dissolution and ensure that the application of any remaining assets is approved or consistent with the Commission's requirements

21. INDEMNITY

21.1 Subject to the provisions of the Companies Act 2006 and the Charities Act 2011, but without prejudice to any indemnity to which a Trustee or officer may otherwise be entitled:

21.1.1 Every Trustee or former Trustee of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by them in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in their favour or in which they are acquitted, or in connection with any application in which relief is granted to them by the court.

21.1.2 Every other officer or former officer of the Charity may be similarly indemnified.

21.2 No Trustee or officer shall be indemnified:

21.2.1 against any liability arising from their own fraud, dishonesty, or wilful misconduct;

21.2.2 in respect of fines;

21.2.3 in respect of penalties imposed by a regulatory authority; or

21.2.4 in respect of the costs of unsuccessfully defending criminal proceedings or civil proceedings brought by the Charity.

22. RULES

22.1 The Trustees may, from time to time, make such reasonable and proper rules or byelaws as they consider necessary or expedient for the proper conduct and management of the Charity.

22.2 Rules or byelaws may regulate, but are not restricted to:

22.2.1 The conduct of Trustees, members, officers, employees, and volunteers;

22.2.2 The use of the Charity's premises, or parts of them, at particular times or for purposes;

22.2.3 The procedure at meetings of the Trustees or of any committees, in so far as such procedure is not regulated by law or by these Articles; and

22.2.4 Any other matters are commonly the subject of charitable or company rules.

22.3 Rules or byelaws shall be binding on all Trustees, officers, and other persons involved in the Charity, provided they are not inconsistent with these Articles or any legal requirements.

23. IRREGULARITIES

23.1 The proceedings of any meeting, the taking of any poll, the passing of a written resolution, or the making of any decision shall not be invalidated by reason of:

23.1.1 Any accidental informality or irregularity;

23.1.2 Any accidental omission to give notice or non-receipt of notice;

23.1.3 Any person being unqualified to participate; or

23.1.4 Any business being considered which is not specified in the notice,
provided that the Trustees acted in good faith.

24. AMENDMENTS

24.1 No addition, alteration, or amendment shall be made to the Charity's Objects (Article 4) or Dissolution provisions (Article 21), or to any provision that would authorise any benefit to Trustees or members, without prior approval from the Charity Commission.

24.2 All other amendments to these Articles may only be made:

24.2.1 By resolution of the Trustees approved by a special resolution of the Charity, or

24.2.2 By written resolution of the members in accordance with legal requirements.