



COMPANY NUMBER: 6769099

THE COMPANIES ACTS 1985, 1989 and 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**MEMORANDUM AND
ARTICLES OF ASSOCIATION**

OF

Transplant Sport UK

INCORPORATED ON: 9th December 2008

We certify this to be a true and
complete copy of the original

this 11th day of Dec 08...



Harbour Court, Compass Road
North Harbour, Portsmouth PO6 4ST

Harbour Court
Compass Road
North Harbour
Portsmouth
Hampshire PO6 4ST
Co.hjk



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 6769099

The Registrar of Companies for England and Wales hereby certifies that
TRANSPLANT SPORT UK

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House on **9th December 2008**

We certify this to be a true and
complete copy of the original
this 11th day of Dec 08

 **Blake BL
Lapthorn**

Harbour Court, Compass Road
North Harbour, Portsmouth PO6 4ST



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Company Number: 6769099

The Companies Acts 1985, 1989 and 2006

Company Limited by Guarantee and not
having a Share Capital

**MEMORANDUM AND ARTICLES OF
ASSOCIATION
OF
TRANSPLANT SPORT UK**

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complete copy of the original

this 11th day of Dec 08...

 **Blake** BL
Lapthorn

Harbour Court, Compass Road
North Harbour, Portsmouth PO6 4ST

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Harbour Court
Compass Road, North Harbour
Portsmouth PO6 4ST
Ref: AP/120410-3

CONTENTS

1	Name	1
2	Registered Office	1
3	Objects	1
4	Powers	1
5	Benefits to Members and Trustees	3
6	Limited Liability	4
7	Guarantee	4
8	Dissolution	4
9	Interpretation	4
1	Membership	8
2	General Meetings	8
3	The Trustees	9
4	Trustees' Proceedings	10
5	Trustees' Powers	11
6	Records and Accounts	11
7	Notices	12
8	Dissolution	12
9	Interpretation	12

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COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF TRANSPLANT SPORT UK

1 NAME

- 1.1 The name of the Charity is Transplant Sport UK.

2 REGISTERED OFFICE

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

3 OBJECTS

- 3.1 The Objects are

- 3.1.1 To advance the study of biological and clinical problems of organ transplantation, to facilitate co-operation between persons concerned with organ transplantation and to make new knowledge available for the general benefit of the community;
- 3.1.2 To preserve and protect the physical and mental health and rehabilitation of persons who have undergone transplant surgery by the provision of facilities for recreation and other leisure time occupations for such persons;
- 3.1.3 The advancement of the education of the public relating to organ transplantation.

4 POWERS

- 4.1 The Charity has the following powers, which may be exercised only in promoting the Objects:
- 4.1.1 to organise various amateur sporting activities including (without limitation) an annual event known as the British Transplant Games;
 - 4.1.2 to promote or carry out research;
 - 4.1.3 to provide advice;
 - 4.1.4 to publish or distribute information;
 - 4.1.5 to co-operate with other bodies;
 - 4.1.6 to support, administer or set up other charities;
 - 4.1.7 to raise funds (but not by means of taxable trading);
 - 4.1.8 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
 - 4.1.9 to acquire or hire property of any kind;

- 4.1.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.1.11 to make grants or loans of money and to give guarantees;
- 4.1.12 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.13 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.1.14 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (g) the financial expert must not do anything outside the powers of the Trustees;
- 4.1.15 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.1.16 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 4.1.17 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.18 to pay for indemnity insurance for the Trustees;
- 4.1.19 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.1.20 to enter into contracts to provide services to or on behalf of other bodies.

- 4.1.21 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.1.22 to pay the costs of forming the Charity;
- 4.1.23 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 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 or equipment let or hired to the Charity; and
- 5.1.4 individual members (including Trustees) who are also 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 4.1.18 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);
- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
- 5.2.3 an indemnity in respect of any liabilities properly incurred in running 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 more 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 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:

- 5.3.1 the goods or services are actually required by the Charity;
- 5.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and

- 5.3.3 no more than one half of the Trustees are interested in such a contract in any financial year.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2 be absent 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 be absent during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the written consent of the Commission in advance.
- 6 LIMITED LIABILITY**
- 6.1 The liability of members is limited.
- 7 GUARANTEE**
- 7.1 Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay a sum not exceeding £10 towards the payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member, payment of the costs and expenses of winding up and adjustment of the rights of the contributor arising therefrom.
- 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 within, the same as or similar to the Objects;
 - 8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
 - 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 the Memorandum.

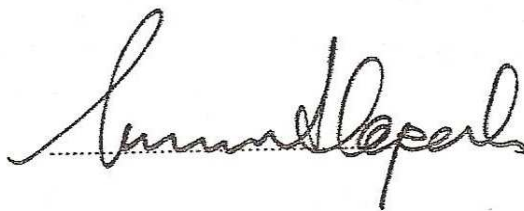
9.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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

NAMES & ADDRESSES OF SUBSCRIBERS SUBSCRIBERS' SIGNATURES

Name Maurice Slapak

Address Abbey House
Stichen Abbas
Hants SO21 1BN

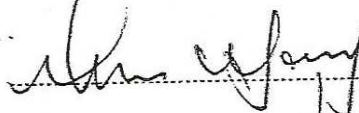


Name ORIEL YOUNG

Address 146 THE DALL
WIDLEY

HANTS B7 5DF

(DAVID C. OLIVER)
Solicitor.



Name Lynne Holt

Address 2 South Bend
Newcastle

NE3 5TR

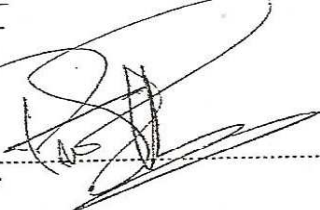
(DAVID C. OLIVER)
Solicitor.



Name David J. A. Clifton

Address 1 MAES Y BRALLU
MORSAW TOWN
CARDIFF CF15 8FA

(DAVID C. OLIVER)
Solicitor.



Name William Jen Gili

Address 16 Willcrest

Monks Barton

Tyne + Wear

NE25 9AD



(DAVID C. OLIVER)
Solicitor.

Name ELIZABETH J. HOSFORD

Address 5 RINGWAY

GRAYS, ESSEX

RM17 5TB

ADRIAN SHERMAN

Name

RAYMOND KETTITT

Address

14, CHESTER TERRACE

REGENTS PARK

LONDON

NW1 4 NG

Name

Address

Name

Address

Dated

Witness to the above signatures

Name

Address

Occupation

Signature

We certify this to be a true and complete copy of the original

this 11th day of Dec 08

 Blake Lapthorn

Harbour Court, Compass Road
North Harbour, Portsmouth PO6 4ST

COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF TRANSPLANT SPORT UK

1 MEMBERSHIP

- 1.1 The Charity must maintain a register of members.
- 1.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
- 1.2.1 applies to the Charity in the form required by the Trustees;
 - 1.2.2 is approved by the Trustees; and
 - 1.2.3 signs the register of members or consents in writing to become a member either personally or (in the case of an organisation) through an authorised representative.
- 1.3 The Trustees may establish different classes of membership (including informal membership), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.4 Membership is terminated if the member concerned:
- 1.4.1 gives written notice of resignation to the Charity;
 - 1.4.2 dies or (in the case of an organisation) ceases to exist;
 - 1.4.3 is more than six months in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
 - 1.4.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice.
- 1.5 Membership of the Charity is not transferable.

2 GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of members [or authorised representatives] present in person or by proxy is at least ten.

- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.
- 2.5 Every member present in person or through an authorised representative or by proxy has one vote on each issue.
- 2.6 The Trustees may call a general meeting and, on the requisition of the members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Companies Act 2006.

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The Trustees when complete consist of at least four and not more than nine individuals, all of whom must be members.
- 3.3 The first Trustees shall be the following individuals who shall retire on the dates set out below subject to re-appointment in accordance with Article 3.5 below:

Trustee	Retirement date
Maurice Slapak	June 2009
Christine Evans	December 2008
Orien Young	June 2009
Lynne Holt	June 2011
Peter Griffin	June 2009
Elizabeth Hosford	
Professor John Wallworth	December 2008
Ray Pettitt	
Ian Gill	

- 3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 3.5 New Trustees shall be appointed by the existing Trustees. Subject to Article 3.3, all Trustees shall serve for terms of three years. A retiring Trustee may be re-appointed by the Trustees for a maximum of two further terms of three years. A Trustee who has served for

three consecutive terms shall retire and shall not be eligible for re-appointment for a period of at least twelve months from the date of retirement.

3.6 A Trustee's term of office automatically terminates if he or she:

3.6.1 is disqualified under the Charities Act from acting as a charity trustee;

3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs;

3.6.3 is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

3.6.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM);

3.6.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

3.6.6 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

3.7 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee.

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

4 TRUSTEES' PROCEEDINGS

4.1 The Trustees must hold at least one meeting each year.

4.2 A quorum at a meeting of the Trustees is three Trustees.

4.3 A meeting of the Trustees may be held either*in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 TRUSTEES' POWERS

- 5.1 The Trustees have the following powers in the administration of the Charity:

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

6 RECORDS AND ACCOUNTS

- 6.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 6.1.1 annual returns;
- 6.1.2 annual reports; and
- 6.1.3 annual statements of account.

- 6.2 The Trustees must keep proper records of:

- 6.2.1 all proceedings at general meetings;
- 6.2.2 all proceedings at meetings of the Trustees;

6.2.3 all reports of committees; and

6.2.4 all professional advice obtained.

6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

7 NOTICES

7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Charity or by means of a website in accordance with section 309 Companies Act 2006.

7.2 The only address at which a member is entitled to receive notices sent by post is an address in the U.K. shown in the register of members. In relation to electronic communications, "address" includes any number or address used for the purposes of such communications.

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

7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

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

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

7.3.4 on the date of publication of a newspaper containing the notice;

7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,

7.3.6 as soon as the member acknowledges actual receipt.

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

8 DISSOLUTION

8.1 The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9 INTERPRETATION

9.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

AGM means an annual general meeting of the Charity;

the Articles means the Charity's articles of association;

authorised representative means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

Chairman means the chairman of the Trustees;

the Charity means the company governed by the Articles;

the Charities Act means the Charities Act 1993;

charity trustee has the meaning prescribed by section 97(1) of the Charities Act;

clear day means 24 hours from midnight following the relevant event or, in relation to a period of notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

the Commission means the Charity Commissioners for England and Wales;

the Companies Acts means the Companies Act 1985 including any statutory modification thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;

connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

custodian means a person or body who undertakes safe custody of assets or of documents or records relating to them;

financial expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

financial year means the Charity's financial year;

firm includes a limited liability partnership;

indemnity insurance means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

informal membership refers to a supporter who may be called a 'member' but is not a company member of the Charity.

material benefit means a benefit which may not be financial but has a monetary value;

member and **membership** refer to company membership of the Charity;

Memorandum means the Charity's Memorandum of Association;

month means calendar month;

nominee company means a corporate body registered or having an established place of business in England and Wales;

the Objects means the Objects of the Charity as defined in clause 3 of the Memorandum;

Secretary means the company secretary of the Charity;

taxable trading means 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;

Trustee means a director of the Charity and **Trustees** means the directors.

written or **in writing** refers to a legible document on paper not including a fax message;

year means calendar year.

- 9.2 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Acts
- 9.3 Save to the extent expressly provided for in these Articles, no regulation contained in any statute or subordinate legislation, including but not limited to the regulations contained in Table C in the schedule to the Companies (Table A to F) Regulations 1985 as amended, shall apply to the Charity.
- 9.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

NAMES & ADDRESSES OF SUBSCRIBERS SUBSCRIBERS SIGNATURES

Name Naunce Slapak

Address Abbey House

Stehen Abbas

Hunts SO21 1BN



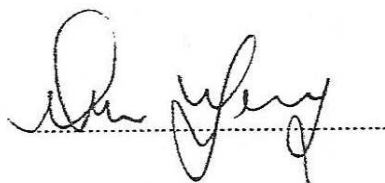
(DAVID C. OLIVER)
SOLICITOR.

Name ORILEE YOUNG

Address 146 THE DELL

WIDLEY

HUNTS PO7 5DF



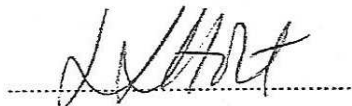
(DAVID C. OLIVER)
SOLICITOR.

Name Lynne S. Holt

Address 2 SOUTH BEND

NEWCASTLE

NE3 5TR



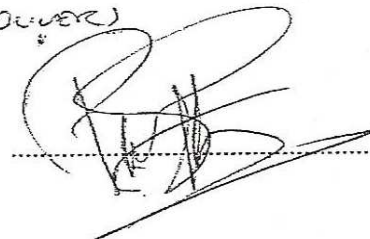
(DAVID C. OLIVER)
SOLICITOR.

Name PETER J. A. CHIFFIN

Address 1 MAES Y BACHU

MORGANTOWN

CARDIFF CF15 8FA



(DAVID C. OLIVER)
SOLICITOR.

Name W E GILL

W E Gill

Address 16 Millcroft

Manchester

Type 1 W 200
NE25 9AD

 (DAVID E. OLIVER)
SOLICITOR.

Name ELIZABETH HOSFORD

Elizabeth Hosford

Address S. RIDGEWAY

LITTLE THURROCK

GRAYS, ESSEX
RM17 5TB

Name

RAYMOND PETTITT

(ADRIAN STEBBAN)

Address

17, CHARTER TERRACE

REGENTS PARK

LONDON

NW1 4NG

R. Pettitt

Nendy Pettitt

NENDY PETTITT,
28th October, 2008.

Name

Address

Name

Address

Dated