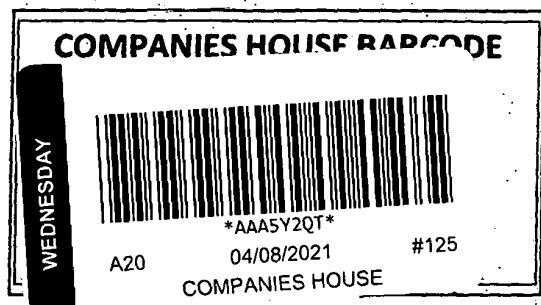


SEPARATOR SHEET



COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**Articles of Association
Of
The Common Purpose Charitable Trust**

INTERPRETATION

1. In these Articles, if not inconsistent with the subject or context, the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof.

WORDS	MEANINGS
the Act	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
these Articles	the Articles of Association of the Company
the Office	the Registered Office of the Company
the Seal	the Common Seal of the Company
the Board	the Board of Directors of the Company for the time being
Trustee	a Director of the Company
month	calendar month
Secretary	the secretary of the Company

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

2. The Company is established for the purposes expressed in its Memorandum of Association.

MEMBERS

3. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Board shall be the Members of the Company.
4. a) No person shall be admitted as a Member of the Company unless he/she is approved by the Board and the Board shall have full discretion as to the admission of any person to membership.
- b) Where any person desires to be admitted to membership of the Company, he/she shall sign and deliver to the Office an application for admission in such form as the Board shall require.
5. Membership shall not be transferable.
6. The number of Members of the Company is declared not to exceed 40 but the Board may from time to time register an increase of Members.
7. In admitting Members to the Company the Board shall at times endeavour to ensure a contribution within the Company membership from the public, private and voluntary sectors, being consistent with the objectives set out in the Memorandum.

8. a) A Member may at any time resign his/her membership from the Company by giving at least 30 days' notice to the Company.
- b) Membership shall cease on death, bankruptcy or insanity.
- c) Any Member may be removed from the Company by a resolution of the Board passed by a majority of at least three-fourths of the Trustees present and voting at the meeting of which not less than 14 days notice specifying the intention to propose such resolution shall have been sent to the Member whose removal is in question and to all the Trustees. Notice of the general nature of the grounds on which such resolution is proposed shall be sent to the Member whose removal is in question at least seven days before the meeting and he/she shall be entitled to be heard by the Board at the meeting.

GENERAL MEETINGS

9. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place to be determined by the Board and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than 15 months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within 18 months after its incorporation it need not hold it in the year of its incorporation or in the following year.
10. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. a) The Board may convene an Extraordinary General Meeting whenever it thinks fit
- b) The Board shall, on the requisition of Members representing not less than 1/10 of the total voting rights of all the Members having at the date of the deposit of the requisition a right to vote at General Meetings, forthwith proceed to convene an Extraordinary General Meeting.
- c) If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene an Extraordinary General Meeting, the requisitionists, or any of them representing not more than one-half of the total voting rights of all of them, may themselves convene an Extraordinary General Meeting, but any meeting so convened shall not be held after the expiration of three months from that date.

NOTICE OF GENERAL MEETINGS

12. a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty one days' notice in writing. All other Extraordinary General Meetings shall be called by at least fourteen days' notice in writing. A Meeting may be called by shorter notice if it is so agreed:
 - i. in the case of an Annual General Meeting, by all the Members;
 - and
 - ii. in the case of an Extraordinary General Meeting, by a majority in number of the Members being a majority representing not less than 95% of the total voting rights at that meeting of all the Members.
- b) The notice shall specify the place, the day and the hour of meeting, the right of a Member to appoint a proxy to attend in his/her place and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting to be such. The notice shall be given to all the Members and to the Trustees and Auditors.

- c) The accidental omission to give notice to or the non-receipt of notice by any Member shall not invalidate the proceedings at any General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

12. All business transacted at an Extraordinary General Meeting shall be deemed special and also all business transacted at an Annual General Meeting with the exception of the consideration of the Accounts and Balance Sheet and the Reports of the Board and Auditors, the election of Trustees and the Auditors and the fixing of the remuneration of the Auditors.
13. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Three persons, each of being a Member or a proxy for a Member, shall be a quorum.
14. If such a quorum is not present within 15 minutes from the time appointed for the meeting, the meeting shall stand adjourned to such time and place as the Board may determine.
15. The Chair of the Board shall preside as Chair at every General Meeting of the Company, or if there is no such Chair, or if he/she shall not be present within 15 minutes after the time appointed for the holding of the meeting or shall not be willing to preside the Trustees present may appoint one of their number to be Chair of the Meeting.
16. If at any meeting no Trustee is willing to act as Chair, the Members present shall choose one of their number to be Chair of the Meeting.
17. The Chair may, with the consent of the majority of the Members present at a meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, at least seven days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. When a meeting is adjourned for less than fourteen days it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at the adjourned meeting.
18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands, a poll be demanded by the Chair or by at least two Members present in person or by proxy. Unless a poll be so demanded a declaration by the Chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
19. If a poll be duly demanded it shall be conducted in such a manner and at such time and place as may be appointed by the Chair of the Meeting. Votes may be given personally or by a proxy and the declaration of the Chair as to the number of votes given for and against the resolution in respect of which the poll is taken shall be final and conclusive, and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.
20. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
21. In the case of an equality of votes whether on a show of hands or on a poll the Chair of the Meeting shall be entitled to a casting vote in addition to any other vote he/she may have.
22. A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken forthwith or at such a time and place as the Chair directs being not more than twenty one days after the poll is demanded. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken

are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the time and place at which the poll is to be taken.

23. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

24. A resolution in writing signed by all the Members of the Company for the time being entitled to receive notice to attend and vote at a General Meeting shall be as valid and effectual as if the same had been passed at a General Meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members.

VOTES OF MEMBERS

26. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
27. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chair of the Meeting, whose decision shall be final and conclusive.
28. The instrument appointing a proxy shall be in writing executed by or on behalf of the appointer and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):

"I/We, _____ of _____ being a Member/Members of Common Purpose Charitable Trust Ltd, hereby appoint _____ of _____ or failing him, _____ of _____ as my/our proxy to vote in my/our name(s) and on my/our behalf at the Annual/Extraordinary General Meeting of the Company to be held on _____ and at any adjournment thereof.

Signed on _____ 19 _____

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. _____ for/against

Resolution No. _____ for/against

(Strike out which is not desired)

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.

Signed on _____ 19 _____

29. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

TRUSTEES

31. The Trustees shall be not less than three and not more than fifteen in number.
32. The Subscribers to the Memorandum of Association shall be the first Trustees.
33. The Board may from time to time and at any time admit any Member of the Company as a Trustee either to fill a vacancy or by way of addition to the number of Trustees, provided that the prescribed maximum be not thereby exceeded. Any Trustee so appointed shall retain his/her office only until the next Annual General Meeting, but he/she shall then be eligible for re-election.
34. No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Trustee.
35. Each Trustee shall retire from office at the close or adjournment of the Annual General Meeting held on or next following the third anniversary of his/her appointment provided nevertheless that any Trustee so retiring shall be eligible for re-election unless either he/she has attained the age of 70, or has held office as a Trustee for a period of more than nine years.
36. No person not being a Trustee retiring at the meeting shall be eligible for election to the Board at any General meeting, unless within the prescribed time there shall have been given to the Secretary notice in writing, by some Member of his/her intention to propose such person for election, and also notice in writing, signed by the person to be proposed of his/her willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served and the day appointed for the meeting there shall be not less than four nor more than twenty eight intervening days.
37. The Company may, at the meeting at which a Trustee retires in the manner aforesaid, fill up the vacated office by passing an Ordinary Resolution to re-elect the retiring Trustee or to elect a person duly eligible in accordance with Article 34.
38. The provisions of the Memorandum as to the remuneration of the Trustees shall apply.
39. In addition and without prejudice to the provisions of sections 303 and 304 of the Act, the Company may by Extraordinary Resolution remove any Trustee before the expiration of his/her period of office, and may by an Ordinary Resolution appoint another qualified Trustee in his/her place, but any person so appointed shall retain his/her office so long only as the Trustee in whose place he/she is appointed would have held the same if he/she had not been removed.
40. In making appointments to the Board the Trustees and the Company shall at all times endeavour to ensure that each of the public, private and voluntary sectors is represented within the membership, being consistent with the objectives set out in the Memorandum.

DISQUALIFICATION OF TRUSTEES

41. The office of Trustees shall be vacated if:
- a) the Trustee becomes bankrupt or makes arrangement or composition with his/her creditors generally; or
 - b) the Trustee ceases to be a Trustee by virtue of any provisions of the Act or he/she becomes prohibited by law from being a Trustee; or

- c) the Trustee ceases to be a Member of the Company; or
- d) the Trustee is of unsound mind; or
- e) the Trustee resigns his/her office by notice in writing to the Company; or
- f) if a majority of the remaining Trustees resolve to remove him; or
- g) the Trustee is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest as required by section 317 of the Act.

PROCEEDINGS OF THE BOARD

- 42. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Questions arising at any meeting shall be determined by a majority of votes cast. In the case of an equality of votes the Chair shall have a second or casting vote. The Chair of the Board may and the Secretary at the request of a Trustee shall at any time summon a meeting of the Board.
- 43. For every meeting of the Board, a minimum of seven days' notice shall be sent to each Trustee at the registered address of the Trustee or such other address as he/she may have notified to the Secretary specifying the place, the day and the hour of meeting and enclosing the Agenda of the business to be discussed at the meeting unless in the opinion of the Chair it shall be expedient to call a meeting on short notice for the discussion of urgent business, in which case the meeting may be called on three days' notice if the notice is sent through the post or on twenty four hours' notice if the notice is given by telephone. Any business not mentioned in the Agenda referred to in this Article shall not be transacted at any meeting of the Board unless in the opinion of the Chair of the meeting supported by a majority of the other Trustees present at the meeting such business arises directly out of any item included in the Agenda or out of the Minutes of the last preceding Meeting or is a matter of urgency. It shall not be necessary to give notice of a meeting of the Board to any Trustee absent from the United Kingdom.
- 44. The Board may appoint any one Trustee to the office of Chair of the Board. In the event of the office of Chair being vacant, the Board shall so soon as practicable fill the vacancy from amongst its members. The Board may at any time elect to remove a Chair from office.
- 45. The quorum necessary for the transaction of the business of the Board shall be three.
- 46. The Board may act notwithstanding any vacancies in its number provided that where the number is less than three it shall only act to appoint further Trustees or to call a General Meeting.
- 47. The Chair shall preside at every meeting of the Board at which he/she is present. If at any meeting of the Board the Chair is not present within 15 minutes after the time appointed for holding the meeting the Trustees present shall choose one of their number to be Chair of that meeting only.
- 48. All acts done at any such meeting of the Board or by any person acting as a Trustee, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Trustee or person acting as aforesaid or that he/she or any of them was ineligible or had vacated office, shall as regards all persons dealing in good faith with the Company be as valid as if every such person had been duly appointed and was eligible and had continued to be a Trustee.
- 49. A resolution in writing, signed by all the Trustees for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

POWERS AND DUTIES OF THE BOARD

50. a) Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if such alteration had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- b) The Board may delegate any of their powers to any sub-Committee existing of one or more Trustees. They may also delegate to any Trustee such of their powers as they consider desirable to exercise by him/her. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a sub-Committee with two or more Trustees shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying. All acts and proceedings of a sub-Committee shall be reported as soon as practicable to the Board.

SECRETARY

51. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
52. A provision of the Act or these Articles requiring or authorising a thing to be done by a Trustee and the Secretary shall not be satisfied by its being done by the same person acting both as Trustees and as, or in the place of, the Secretary.

MINUTES

53. The Board shall cause minutes to be made in books provided for the purposes:
- a) of all appointments of officers made by the Board,
- b) of the names of the Trustees present at every meeting of the Board or any sub-committee thereof, and
- c) of all resolutions and proceedings at all meetings of the Company and of the Board or any sub-committee thereof.

SEAL

54. The Seal shall only be used by the authority of the Board. Where the Seal is used this will be recorded in the Minutes. The Board may determine who shall sign any instrument to which the seal is affixed and unless and otherwise so determined it shall be signed by one Trustee and by the Secretary or by two Trustees.

ACCOUNTS

55. The Trustees shall cause proper books of account to be kept with respect to:
- a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place, and

- b) the assets and liabilities of the Company, and
- c) all sales and purchases of goods and services by the Company

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

- 56. The books of account shall be kept at the Office and shall always be open to the inspection of the Trustees.
- 57. The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Trustees and no Member (not being a Trustee) shall have any rights of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Trustees
- 58. The Trustees shall from time to time in accordance with the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets and reports as are referred to in the Act.
- 59. A copy of every balance sheet which is to be laid before the Company in General meeting, together with a copy of the Auditor's report, shall not less than twenty one days before the date of the meeting, be sent to every Member of the Company.

PROVIDED that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

AUDIT

- 60. Auditors shall be appointed by the Board and their duties regulated in accordance with the Act.

NOTICES

- 61. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
- 62. A notice may be given by the Company to any Member either personally or by sending it by post to him/her or to his/her registered address or (if he/she has no registered address within the United Kingdom), to the address if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to have been effected by properly addressing, prepaying and containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of forty eight hours after the letter containing the same is posted.

WINDING UP

- 63. If the Company shall be wound up the provisions contained in Clause eight of the Memorandum of Association shall be performed and have effect in all respects as if the same were repeated in these Articles.

INDEMNITY

- 64. a) Save and except insofar as the provisions and operation of this Article are avoided by any provision of the Act, each Trustee and other officer is entitled to be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities sustained or incurred by him in or about the conduct of the Company's business or in the discharge of

his/her duties of office including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted, or in connection with any application under section 727 of the Act in which relief is granted to him by the court, and a Trustee or other officer of the Company is not liable for any loss, damage or misfortune which he/she may cause to be sustained or incurred by the Company in or about the conduct of the Company's business or in the discharge of his/her duties of office.

- (b) The Trustees shall have power to purchase and maintain at the expense of the Company for the benefit of any Trustee, officer or auditor of the Company, insurance against any such liability as is referred in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him/her for loss or expenditure which he/she may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee, officer or auditor.

Names and addresses
of the Subscribers



.....
For and on behalf of The Common Purpose Charitable Trust

Dated: 22 July 2021

Witness to the above signature:-



Adirupa Sengupta
Group CEO
8 The Green
St Albans, Herts, AL3 4GH