



FILE COPY

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

Company No. 6943198

The Registrar of Companies for England and Wales hereby certifies that

COMMON-UNITY LIMITED

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

Given at Companies House on **24th June 2009**



N06943198R



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

op/100027/35

Memorandum and Articles of Association
COMMON – UNITY LIMITED

The Companies Acts 1985 – 1989

Company Limited by Guarantee and not having a share capital

Memorandum and Articles of Association of Common – Unity Limited

Prepared by Walsall Endeavours Community Interest Company Limited.
The Social Economy Centre.
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COMPANIES HOUSE

The Companies Acts 1985 – 1989

Company Limited by Guarantee and not having a share capital

Memorandum of Association of

Common - Unity Limited

1. NAME

The Company's name is "COMMON – UNITY LIMITED".

2. REGISTERED OFFICE

The Company's registered office will be in England and Wales.

3. OBJECTS

The company's object is to carry on activities which benefit the community and in particular (without limitation) to:

3.1 To support and work with health and social care agencies and others to improve the health and well-being of the community;

3.2 To provide the community with access to culturally specific services so they have equal access to medical, social and community services.

3.3 To build partnerships by working collaboratively with the voluntary, statutory and private sector in order to address the issues face by disadvantaged individuals and communities

3.4 To provide professional, confidential and accessible engagement service to the community so that individuals and families can function fully, respond to the challenges of life, have a sense of well being and contribute positively to the community in which they live;

3.5 To provide professional, confidential and accessible well being services to the community so that individuals and families can develop strategies and techniques to respond positively to the challenges.

3.6 To promote and provide opportunities for the education and training of the staff working in the community and to raise the standard of service delivery for the benefit of the community;

3.7 To advance the education of the public in the part that health and well being play in meeting the needs of disadvantaged individuals, families and groups in the community;

3.8 To develop and maintain health and well being programmes within the community from which outreach services can be provided; and

3.9 To engage with people at a grass roots level whilst acknowledging, respecting the beliefs and values of individuals and communities

4. POWERS

The Company shall have the following powers, but only in furtherance of its purposes and objects:

- (a) To encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Company to achieve the Purposes;
- (b) To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes;
- (c) To provide advice, consultancy, training, tuition, expertise and assistance;
- (d) To prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;
- (e) To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company and to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Company's property;
- (f) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any intellectual property, patents, patent rights, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- (g) To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company;
- (h) To employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Company;
- (i) To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company;

- (j) To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;
- (k) To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees and contracts of indemnity;
- (l) To borrow or raise money for the Purposes and to give security in support of any such borrowings by the Company and / or in support of any obligations undertaken by the Company;
- (m) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, warrants, debentures, and other negotiable or transferable instruments
- (n) To set aside funds not immediately required as a reserve or for specific purposes;
- (o) To invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate, to be held in the name of the Company under the instructions of the Board of Directors, and to dispose of, and vary, such investments;
- (p) To establish, manage and / or support any other charitable organisation, and to make donations for any charitable purpose falling within the Purposes;
- (q) To establish, operate and administer and / or otherwise acquire any separate trading company or association;
- (r) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or any community or not for personal profit organisation;
- (s) To enter into contracts to provide services to or on behalf of others;
- (t) To effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees);
- (u) To pay the costs of forming the Company and its subsequent development; and
- (v) To do anything or to carry on any trade or business which can be advantageously carried on or which may be incidental or conducive to the Purposes of the Company as long as these actions are consistent with the company's objects;

5. CONSTRAINTS ON RETURNS TO MEMBERS

The income and property of the Company shall be applied solely towards promoting the Purposes of the Company and do not belong to the members. Any surplus income or assets of the Company are to be applied for the benefit of the Community.

No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, or to any other individual, whether by way of dividend, bonus or otherwise, except that nothing shall prevent;

- 5.1 repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors);
- 5.2 reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company);
- 5.3 payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director;
- 5.4 payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director;
- 5.5 the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; and
- 5.6 payment by way of any indemnity, where appropriate,

and in any such event the terms of Article 12 shall specifically apply.

6. LIMITED LIABILITY

The liability of the Members is limited.

7. GUARANTEE AND DISSOLUTION

Every Member of the Company undertakes to contribute a sum not exceeding £1 to the assets of the Company if it is wound up during his, her or its membership or within one year afterwards:

- (a) for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a Member;
- (b) for the costs, charges and expenses of winding up; and
- (c) for the adjustment of the rights of the contributories among themselves.

If upon the winding-up or dissolution of the company there remains, after the satisfaction of all debts and liabilities, any property whatsoever (including all assets and monies) the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or community body having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or community body to be determined by the members of the Company at or before the time of dissolution, and if no such institution or community body can be determined and so far as effect cannot be given to such provision, then all remaining property shall be passed to some other charity or charities.

8. INTERPRETATION

The definitions included in Part 1 of the Articles are incorporated into this memorandum.

We, the subscribers to this Memorandum, wish to form a Company pursuant to this Memorandum.

Names, Addresses and Signatures of Subscribers

1. Signature: 

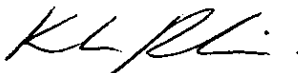
Guarantee £1

Name: Caron Elaine Thompson

Address: 28 Nelson Street, West Bromwich, West Midlands. B71 1EE

Date: 18/06/09

Witness to the above signature:

Signature: 

Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ

2. Signature: 

Guarantee £1

Name: Yvonne Patricia Nash

Address: 25 Warley Croft, Oldbury, Warley. West Midlands. B68 9JQ

Date: 18/06/09

Witness to the above signature:

Signature: 

Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ

3. Signature:



Guarantee £1

Name: Rannie Devonta Kay Thompson

Address: 83 Thunderbolt Way, Tipton, West Midlands. DY4 9SG

Date: 18/06/09

Witness to the above signature:

Signature:



Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ

4. Signature:



Guarantee £1

Name: Vanessa Angela Lewis

Address: 11 Durham Drive, West Bromwich, West Midlands. B71 1HT

Date: 18/06/09

Witness to the above signature:

Signature:



Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ

The Companies Acts 1985 – 1989

Company Limited by Guarantee and not having a share capital

Articles of Association Of Common – Unity Limited

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PART ONE: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In these Articles the following terms shall have the following meanings.

Term	Meaning
"The Companies Acts"	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006(a) for the time being in force;
"address"	in relation to electronic communications, includes any number or address used for the purposes of such communications
"AGM"	an Annual General Meeting
"Articles"	the Company's Articles of Association
"Board"	the Board of Directors irrespective of any other name they might be given or called
"Chair"	the meaning given in article 15
"Charity"	the meaning given by Section 96 of the Charities Act 1993
"clear days"	in relation to the period of a notice, 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
"community"	the community area of Wolverhampton, Walsall, Dudley and Sandwell and their environs
"Company"	COMMON – UNITY LIMITED
"Director"	a Director of the Company, including any person occupying the position of Director, by whatever name called
"Directors' functions"	the meaning given in article 4(1)
"EGM"	an Extraordinary General Meeting
"electronic communication"	the meaning given in the Electronic Communications Act 2000

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“in writing”	written printed or transmitted writing including by electronic communication
“majority decision”	the meaning given in article 10
“Members”	the members of the Company as defined in the 1985 Act
“Memorandum”	the Company’s Memorandum of Association
“relevant quorum”	the meaning given in article 14(1)
“remuneration”	any reasonable payment or benefit received, or to be received, by a Director or employee of the Company in consideration for that Director’s or employee’s services to the Company, and any arrangement in connection with the payment of a pension, allowance or gratuity to or in respect of any person who is to be, is, or has been a Director or employee of the Company or any of its predecessors in business
“Secretary”	the individual appointed as Company Secretary under article 31
“subscribers”	those persons who have subscribed both the Memorandum and these Articles
“subsidiary”	the meaning given in section 736 of the Companies Act 1985
“unanimous decision”	the meaning given in article 9.

2. INTERPRETATION

- (1) Unless the context requires otherwise, words or expressions defined in the Companies Acts have the same meaning in the Articles;
- (2) Without prejudice to the generality of paragraph (1) **“financial year”** has the meaning given in section 223 of the 1985 Act;
- (3) Unless the context requires otherwise, all references to legislative provisions are to the legislation concerned as amended, repealed, re-enacted or replaced and in force from time to time.
- (4) Unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular.
- (5) All headings and explanatory notes are included for convenience only they do not form part of the Articles, and shall not be used in the interpretation of the Articles.

PART TWO: SOCIAL AND COMMUNITY ENTERPRISE

3. BUILDING SOCIAL CAPITAL

- (1) The Company shall not transfer any of its assets other than for full consideration.
- (2) Provided the condition specified in (3) below is satisfied, (1) above shall not apply to the transfer of assets made for the benefit of the community.
- (3) If the Company is wound up under the Insolvency Act 1986 and all its liabilities have been satisfied then any residual assets shall be given or transferred to an institution or community body as specified in the Memorandum.
- (4) In its operations the Company shall operate as Greater than Profit organisation in line with the definition of a social enterprise given by the Department of Trade and Industry in 2004.

PART THREE: DIRECTORS' FUNCTIONS

4. DIRECTORS' GENERAL AUTHORITY TO MANAGE THE COMPANY

- (1) The Directors' functions are:
 - (a) to manage the Company's business; and
 - (b) to exercise all the powers of the Company for any purpose connected with the Company's business.

- (2) The Directors may delegate their functions in accordance with the Articles.

5. DIRECTORS' GENERAL AUTHORITY TO DELEGATE FUNCTIONS

- (1) Subject to the Articles, the Directors may delegate any of their functions to any person they think fit.
- (2) The Directors must not delegate to any person who is not a Director any decision connected with:
 - (a) the taking of decisions by Directors; or
 - (b) the appointment of a Director or the termination of a Director's appointment.
- (3) Any delegation under paragraph (1) may authorise further delegation of the Directors' functions by any person to whom they are delegated.

6. COMMITTEES OF DIRECTORS

(1) Two or more Directors are a “committee” if the Directors have:

- (a) delegated any of the Directors’ functions to them; and
- (b) indicated that they should act together in relation to that function.

(2) The provisions of the Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees.

PART FOUR: DECISION-MAKING BY DIRECTORS

7. SCOPE OF RULES

(1) References in the Articles to decisions of Directors are to decisions of Directors which are connected with their functions.

(2) Except where the Articles expressly provide otherwise, provisions of the Articles about how the Directors take decisions do not apply:

- (a) when the Company only has one Director; or
- (b) to decisions delegated to a single Director.

9. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

Any decision which the Directors take:

- (a) must be either a unanimous decision or a majority decision; and
- (b) may, but need not, be taken at a meeting of Directors.

9. UNANIMOUS DECISIONS

(1) The Directors take a unanimous decision when they all indicate to each other that they share a common view on a matter.

(2) A unanimous decision need not involve any discussion between Directors.

10. MAJORITY DECISIONS

(1) The Directors take a majority decision if:

- (a) every Director has been made aware of a matter to be decided by the Directors;

- (b) all the Directors who indicate that they wish to discuss or vote on the matter have had a reasonable opportunity to communicate their views on it to each other; and
- (c) a majority of those Directors vote in favour of a particular conclusion on that matter.

(2) Paragraph (1) (a) does not require communication with any Director with whom it is not practicable to communicate, having regard to the urgency and importance of the matter to be decided.

(3) In case of an equality of votes, the Chair shall have a second or casting vote.

(4) Except as provided by paragraph (3) in all proceedings of Directors each Director must not have more than one vote.

(5) Directors participating in the taking of a majority decision otherwise than at a meeting of Directors:

- (a) may be in different places, and may participate at different times; and
- (b) may communicate with each other by any means.

10. MEETINGS OF DIRECTORS

(1) Any Director may call a meeting of Directors.

(2) Every Director must be given reasonable notice of a meeting of Directors.

(3) Paragraph (2) does not require notice to be given:

- (a) in writing; or
- (b) to Directors to whom it is not practicable to give notice, having regard to the urgency and importance of the matters to be decided, or who have waived their entitlement to notice.

(4) Directors participating in a meeting of Directors:

- (a) must participate at the same time, but may be in different places; and
- (b) may communicate with each other by any means.

12. CONFLICTS OF INTEREST

(1) In this article, a “relevant interest” is:

- (a) any interest which a Director has in; or
- (b) any duty which a Director owes to a person other than the Company in respect of, an actual or proposed transaction or arrangement with the Company.

(2) For the purposes of paragraph (1) (a), a Director shall be deemed to have an interest in a transaction or arrangement if:

- (a) the Director or any partner or other close relative of the Director has an actual or potential financial interest in that transaction or arrangement;
- (b) any person specified in paragraph (2) (a) is a partner in a firm or limited partnership, or a director of or a substantial shareholder in any Company, which has an actual or potential commercial interest in that transaction or arrangement; or
- (c) any other person who is deemed to be connected with that Director for the purposes of section 317 of the 1985 Act has a personal interest in that transaction or arrangement.

(3) Subject to paragraph (8) (b), a Director who has a relevant interest must disclose the nature and extent of that interest to the other Directors.

(4) Subject to paragraphs (5) and (6), when the Directors take a majority decision on any matter relating to a transaction or arrangement in which a Director has a relevant interest:

- (a) no Director who has such a relevant interest may vote on that matter; and
- (b) for the purposes of determining whether a relevant quorum is present, or whether a majority decision has been taken in relation to that matter, such a Director's participation in the decision-making process shall be ignored.

(5) Paragraph (4) does not apply:

- (a) if the Director's interest cannot reasonably be regarded as giving rise to any real possibility of a conflict between the interests of the Director and the Company; or
- (b) if the Director's interest only arises because the Director has given, or has been given, a guarantee, security or indemnity in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries.

(6) The Members may by ordinary resolution decide to disapply paragraph (4), either in relation to majority decisions generally or in relation to a particular decision.

(7) Subject to the Companies Acts, if a Director complies with paragraph (3):

- (a) that Director:
 - (i) may be a party to, or otherwise interested in, the transaction or arrangement in which that Director has a relevant interest; and
 - (ii) shall not, by reason of being a Director, be accountable to the Company for any benefit derived from that transaction or arrangement; and
- (b) the transaction or arrangement in which that Director has a relevant interest shall not be liable to be treated as void as a result of that interest.

(8) For the purposes of paragraph (3):

- (a) a general notice given to the Directors that a Director is to be regarded as having a specified interest in any transaction or arrangement shall be deemed to be a

- disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified; and
- (b) any interest of which a Director has no knowledge, and could not reasonably be expected to have knowledge, shall be disregarded.

13. RECORDS TO BE KEPT

(1) The Directors are responsible for ensuring that the Company keeps a record, in writing, of:

- (a) every unanimous or majority decision taken by the Directors; and
- (b) every declaration by a Director of an interest in an actual or proposed transaction with the Company.

(2) Any record kept under paragraph (1) must be kept:

- (a) for at least ten years from the date of the decision or declaration recorded in it;
- (b) together with other such records; and
- (c) in such a way that it is easy to distinguish such records from the Company's other records.

14. SPECIFIED NUMBER OF DIRECTORS FOR MAJORITY DECISIONS

(1) Subject to paragraph (2), no majority decision shall be taken by the Directors unless 2 (the "relevant quorum") participate in the process by which the decision is taken and are entitled to vote on the matter on which the decision is to be taken.

(2) If the Company has one or more Directors, but the total number of Directors is less than the relevant quorum, the Directors may take a majority decision:

- (a) to appoint further Directors; or
- (b) that will enable the Members to appoint further Directors.

15. CHAIRING OF MAJORITY DECISION MAKING PROCESSES

(1) The Directors shall meet as soon as practicable after each AGM to appoint a Chairperson, and if desired a Vice-Chairperson, from the Directors (both of whom must be Founder members of the Company).

(2) If the person appointed under paragraph (1) is for any reason unable or unwilling to chair a particular majority decision making process, the Directors shall appoint another Director who is a Founder member to chair that process.

(3) The Directors may not terminate an appointment made under paragraph (1) between AGMs but may terminate an appointment made under paragraph (2) at any time.

(4) A Director appointed under this article shall be known as the Chair for as long as such appointment lasts.

16. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

(1) Subject to the Articles, the Chairperson may make any rule which they think fit about how the Directors take decisions.

(2) The Chairperson must ensure that any rule which they make about how the Directors take decisions is communicated to all persons who are Directors while that rule remains in force.

17. DEFECT IN APPOINTMENT

(1) This article applies if:

- (a) a decision is taken by the Directors, or a committee of the Directors, or a person acting as a Director; and
- (b) it is subsequently discovered that a person who, acting as a Director, took, or participated in taking, that decision:
 - (i) was not validly appointed as a Director;
 - (ii) had ceased to hold office as a Director at the time of the decision;
 - (iii) was not entitled to take that decision; or
 - (iv) should, in consequence of a conflict of interest, not have voted in the process by which that decision was taken.

(2) Where this article applies:

- (a) the discovery of any defect of the kind specified in paragraph (1)(b) shall not invalidate any decision which has been taken by, or with the participation of, the person in relation to whom that defect existed; and
- (b) any such decision shall be as valid as if no such defect existed in relation to any person who took it or participated in taking it.

PART FIVE: DIRECTORS' APPOINTMENT AND TERMS OF SERVICE

18. MINIMUM NUMBER OF DIRECTORS

The number of Directors shall not be less than two.

19. APPOINTMENT OF DIRECTORS

(1) The first Directors shall be the Founder Members, the persons named in the Form 10 upon incorporation.

(2) Thereafter, Directors may be appointed by decision of the Directors.

(3) No person may be appointed as a Director:

- (a) unless that person is a Member and (if that person is an individual) is willing to serve as a Director and has attained the age of 18 years; or
- (b) in circumstances which, if that person had already been a Director, would have resulted in that person ceasing to be a Director under the Articles.

(4) No powers to appoint Directors may be given to persons who are not Members.

20. TERMINATION OF DIRECTORS' APPOINTMENT

(1) A person shall cease to be a Director if:

- (a) that person ceases to be a Member;
- (b) that person ceases to be a Director by virtue of any provision of the Companies Acts or is prohibited by law from being a Director;
- (c) any notice to the Company that that person is resigning or retiring from office as Director takes effect (except that where such resignation or retirement would otherwise lead to the Company having fewer than two Directors, it shall not take effect until sufficient replacement Directors have been appointed);
- (d) a contract under which that person is appointed as a Director of, or personally performs services for, the Company or any of its subsidiaries terminates, and the Directors decide that that person should cease to be a Director;
- (e) the Directors decide, at a meeting of Directors, that that person should be removed from office, but such a decision shall not be taken unless the person in question has been given:
 - (i) at least fourteen clear days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and
 - (ii) a reasonable opportunity of being heard by, or of making representations in writing to, the Directors.

(2) No powers to remove Directors may be given to persons who are not Members.

21. DIRECTORS' REMUNERATION AND OTHER TERMS OF SERVICE

(1) Subject to the Companies Acts, the Articles and any resolution passed under paragraph (2), the Directors may decide the terms (including as to remuneration) on which a Director is to perform Directors' functions, or otherwise perform any service for the Company or any of its subsidiaries.

(2) The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases.

22. DIRECTORS' EXPENSES

The Company may meet all reasonable expenses which the Directors properly incur in connection with:

- (a) the exercise of their functions; or
- (b) the performance of any other duty which they owe to, or service which they perform for, the Company or any of its subsidiaries.

PART SIX: MEMBERS

23. APPOINTMENT OF MEMBERS

(1) The subscribers to the Memorandum are the first Members of the Company and shall be the Founder Members and serve as Directors for the period of their membership.

(2) Such other persons as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be ordinary Members of the Company. Ordinary Members shall be aged 18 and ordinarily resident in the Community and entitled to vote at a local government election and who support the purposes of the Company.

(3) No person shall be admitted as a Member of the Company unless he, she or it is approved by the Directors.

(4) Every person who wishes to become a Member shall execute and deliver to the Company an application for membership in such form (and containing such information) as the Directors require. The Board shall maintain a Register of Members setting out the name and address of each member and the date of the member's appointment.

(5) The Directors from time to time shall be the only Members of the Company.

24. TRANSFER AND TERMINATION OF MEMBERSHIP

(1) Membership is not transferable to anyone else.

(2) Membership is terminated if:

- (a) he, she or it sends written notice of resignation to the Company;
- (b) being an individual, he or she becomes insolvent or apparently insolvent or makes any arrangement with his or her creditors;
- (c) being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being assignable);

- (d) a resolution that a member be expelled is passed by a majority of the members present and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Directors, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting;
- (e) or the Member dies (the right of membership not being assignable); or
- (b) otherwise in accordance with the Articles.

PART SEVEN: GENERAL MEETINGS (MEETINGS OF MEMBERS)

25. GENERAL MEETINGS

- (1) The Board shall convene an AGM in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Company. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.
- (2) The Directors may decide to call a general meeting at any time such meetings being Extraordinary General Meetings.

26. NOTICE

- (1) Notice of general meetings shall be given to every Member, the Directors and the Company's auditors (if any).
- (2) All general meetings shall be called by at least 14 clear days' notice in writing.
- (3) Every notice calling a general meeting shall specify:
 - (a) the place, date and time of the meeting; and
 - (b) the general nature of the business to be transacted.
- (4) If a special resolution is to be proposed, the notice shall contain a statement to that effect and set out the text of the special resolution.

27. QUORUM

- (1) No business shall be transacted at any general meeting unless a quorum is present.
- (2) The quorum for a general meeting shall be not less than half the members for the time being providing that the persons present include the Chairperson and any other Founder members, other members who are entitled to vote on the business to be transacted or a duly appointed representative of a corporate Member

(3) If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned for a minimum of seven days until such time as the Directors determine.

28. CONDUCT OF BUSINESS – GENERAL

(1) The Chairperson or, in the absence of the Chair and the Vice-Chairperson should one have been appointed, some other Director chosen by the Members shall preside as chair of the general meeting.

(2) The chair:

- (a) may adjourn the meeting from time to time and from place to place, with the consent of a meeting at which a quorum is present; and
- (b) shall do so if so directed by the meeting or in accordance with the Articles.

(3) No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

(4) When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

(5) Except as required by law, all decisions of the Members at a general meeting shall be made by ordinary resolution.

29. VOTING PROCEDURES

(1) Every Member who is an individual present in person and every corporate Member present shall have one vote. In case of an equality of votes, the Chair shall have a second or casting vote as well as any deliberative vote.

(2) A person who is not a Member, except the duly authorised representative of a corporate Member, shall not have any right to vote at a general meeting of the Company.

(3) Paragraphs (1) and (2) are without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

(4) A declaration by the chair that a resolution has been:

- (a) carried;
- (b) carried unanimously, or by a particular majority;
- (c) lost; or

- (d) not carried by a particular majority, and

an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(5) The proceedings at any general meeting shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.

(6) No objection shall be raised to the qualification of any voter except at the general meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and binding.

30. MINUTES

(1) The Directors shall cause minutes to be made, in writing, of all proceedings at general meetings of the Company.

(2) Any such minute, if purported to be signed by the chair of the meeting, or by the chair of the next succeeding general meeting, shall be sufficient evidence of the proceedings.

PART EIGHT: MISCELLANEOUS

31. COMPANY SECRETARY

(1) Subject to the provisions of the Companies Acts, the Directors shall appoint an individual to act as Company Secretary for such term and at such remuneration and upon such other conditions as they may think fit.

(2) The Directors may decide to remove a person from the office of Secretary at any time.

32. ACCOUNTS AND REPORTS

(1) The Directors shall comply with the requirements of the Companies Acts and any other applicable law as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.

(2) Subject to paragraph (3), the Company's statutory books and accounting records shall be open to inspection by the Members during usual business hours.

(3) The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by Members.

33. NOTICES

(1) Except where the Articles provide otherwise, any notice to be given to or by any person under the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice.

(2) The Company may give any notice to any person under the Articles:

- (a) in person;
- (b) by sending it by post in a prepaid envelope addressed to that person at that person's registered address, or by leaving it at that address;
- (c) by fax or by electronic communication to an address provided for that purpose; or
- (d) by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person.

(3) A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

(4) Proof that:

- (a) an envelope containing a notice was properly addressed, prepaid and posted; or
- (b) that an electronic communication or fax has been transmitted to the correct address or number, shall be conclusive evidence that the notice was given.

(5) A notice shall, unless the contrary is proved, be deemed to be given:

- (a) at the expiration of 48 hours after the envelope containing it was posted; or
- (b) in the case of a notice contained in an electronic communication or fax, at the expiration of 48 hours after the time it was transmitted.

34. INDEMNITY

(1) Subject to the Companies Acts, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs:

- (a) in defending civil proceedings in relation to the affairs of the Company (unless judgement is given against the Director and the judgement is final);
- (b) in defending criminal proceedings in relation to the affairs of the Company (unless the Director is convicted and the conviction is final);

- (c) in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the Court refused to grant the Director relief, and the refusal is final).
- (2) Judgement, conviction or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect.
- (3) This article is without prejudice to any other indemnity to which a Director may be entitled.

35. ALTERATION TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

(1) At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than 50% of the Founder Members present and voting thereon (no account therefore being taken of ordinary members who abstain from voting or who are absent from the meeting), namely:

- (a) to alter the name of the Company;
- (b) to amend the Purposes or objects;
- (c) to amend these Articles;
- (d) to wind up the Company in terms of Clause 7 of the Memorandum; and
- (e) all other special resolutions

36. DISSOLUTION

Clause 7 of the Memorandum relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

We, the subscribers to these Articles of Association, wish to form a Company pursuant to the Memorandum.

Names, Addresses and Signatures of Subscribers

1. Signature: 

Guarantee £1

Name: Caron Elaine Thompson

Address: 28 Nelson Street, West Bromwich, West Midlands. B71 1EE

Date: 18/06/09

Witness to the above signature:

Signature: 

Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ

2. Signature: 


Guarantee £1

Name: Yvonne Patricia Nash

Address: 25 Warley Croft, Oldbury, Warley. West Midlands. B68 9JQ

Date: 18/06/09

Witness to the above signature:

Signature: 

Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ

3. Signature:



Guarantee £1

Name: Rannie Devonta Kay Thompson

Address: 83 Thunderbolt Way, Tipton, West Midlands. DY4 9SG

Date: 18/06/09

Witness to the above signature:

Signature:



Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ

4. Signature:



Guarantee £1

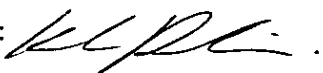
Name: Vanessa Angela Lewis

Address: 11 Durham Drive, West Bromwich, West Midlands. B71 1HT

Date: 18/06/09

Witness to the above signature:

Signature:



Name: Katie Durkin

Address: 12 Park Hall Close, Park Hall, Walsall. West Midlands. WS5 3HQ



Companies House
— for the record —

12

*Please complete in typescript,
or in bold black capitals.*

CHWP000

Declaration on application for registration

Company Name in full

Common - Unity Limited

I, Yvonne Patricia Nash

of 25 Warley Croft, Oldbury, Warley, West Midlands. B68 9JQ

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company][person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at The Social Economy Centre

On Day Month Year
1 8 0 6 2 0 0 9

● Please print name.

before me ① Katie Durkin

Signed

Date

18/6/09

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Katie Durkin, Walsall Endeavours CIC, The Social Economy Centre,
The Crossing at St Pauls, Darwall Street, Walsall, WS1 1DA
Tel 01922 726 114
DX number DX exchange

Companies House receipt date barcode

***This form has been provided free of charge
by Companies House.***

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



Companies House

— for the record —

10

**Please complete in typescript,
or in bold black capitals.**

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

Common - Unity Limited

Proposed Registered Office

Eaton Gardens, 28 Nelson Street

(PO Box numbers only, are not acceptable)

Post town

West Bromwich

County / Region

West Midlands

Postcode

B71 1EE

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

☐

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

2

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

Katie Durkin, Walsall Endeavours CIC, The Social Economy Centre,

The Crossing at St Pauls, Darwall Street, Walsall WS1 1DA.

Tel 01922 726114

DX number

DX exchange

Companies House receipt date barcode
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or

Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name Common - Unity Limited

NAME *Style / Title Mrs *Honours etc CertMHS;MSc

* Voluntary details

Forename(s) Yvonne Patricia

Surname Nash

Previous forename(s)

Previous surname(s) Thompson

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

25 Warley Croft, Oldbury

Post town Warley

County / Region West Midlands

Postcode B68 9JQ

Country ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

Date

18.6.09

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title Miss *Honours etc

Forename(s) Caron Elaine

Surname Thompson

Previous forename(s)

Previous surname(s) 28 Nelson Street

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Post town West Bromwich

County / Region West Midlands

Postcode B71 1EE

Country ENGLAND

Date of birth

Day Month Year

1 9 1 1 1 9 6 7

Nationality British

Business occupation

Mental Health Facilitator

Other directorships

Crystel Consultancy Limited

I consent to act as director of the company named on page 1

Consent signature

Date

18/6/09

Company Secretary (see notes 1-5)**Form 10 Continuation Sheet**

CHWP000

Company Name

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature**Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

0 5 0 1 1 9 6 9

Nationality British**Business occupation**

Registered Mental Health Nurse (Ward Manager)

Other directorships

I consent to act as director of the company named on page 1

Consent signature**Date**

18/6/09

Company Secretary (see notes 1-5)

NAME	*Style / Title		*Honours etc	
* Voluntary details	Forename(s)			
	Surname			
	Previous forename(s)			
	Previous surname(s)			
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	Address †			
	Post town			
	County / Region		Postcode	
	Country			

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Miss	*Honours etc	
	Forename(s)	Vanessa Angela		
	Surname	Lewis		
	Previous forename(s)			
	Previous surname(s)			
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	Address †	11 Durham Drive		
	Post town	West Bromwich		
	County / Region	West Midlands	Postcode	B71 1HT
	Country	ENGLAND		

Day Month Year

Date of birth

1 4 0 5 1 9 6 5

Nationality British

Business occupation

Learning Disability Service Leader

Other directorships

I consent to act as director of the company named on page 1

Consent signature


V. A. Lewis

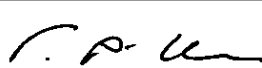
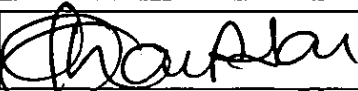

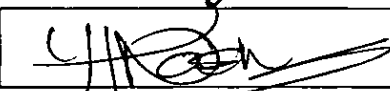
Date

18/6/09

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Mrs	*Honours etc	CertMHS;MSc
* Voluntary details	Forename(s)	Yvonne Patricia		
	Surname	Nash		
	Previous forename(s)			
	Previous surname(s)	Thompson		
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††	25 Warley Croft, Oldbury		
	Post town	Warley		
	County / Region	West Midlands	Postcode	B68 9JQ
	Country	ENGLAND		
	Date of birth	Day 0 5	Month 1 1	Year 1 9 6 1
		Nationality British		
	Business occupation	Head of Equality & Human Rights		
	Other directorships			
	I consent to act as director of the company named on page 1			
	Consent signature			Date 18.6.09

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).	Signed		Date	18-6-09
	Signed		Date	18.6.09.
	Signed		Date	18.6.09.
	Signed		Date	18.6.09.
	Signed		Date	
	Signed		Date	
	Signed		Date	