

Registered Number 7406571

**Memorandum and Articles
of Association**

of

**LOOK NATIONAL FEDERATION OF FAMILIES WITH VISUALLY
IMPAIRED CHILDREN**

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACTS 2006

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
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Ref SET 34760 0001

TUESDAY



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COMPANIES HOUSE

MEMORANDUM OF ASSOCIATION OF LOOK NATIONAL FEDERATION OF FAMILIES WITH VISUALLY IMPAIRED CHILDREN

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

Names of Subscribers

Signed

Clive Furness

Susan Brooks

Michael Wolffe

Nicholas Bowen

Dated: 19th June 2010

ARTICLES OF ASSOCIATION

LOOK NATIONAL FEDERATION OF FAMILIES WITH VISUALLY IMPAIRED CHILDREN

PART A. INTRODUCTION

1 INTERPRETATION

1 1 In these Articles

"the Act"	means the Companies Act 2006
"the Articles"	means these Articles of Association of the Company
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday, bank holiday or public holiday
'Carer'	means those caring for or having responsibility for a child with visual impairment
"Family Company Member"	means a family admitted as a Company Member under Article 6 and pursuant to Article 7
"Associate Member"	means a person admitted as a Company Member under Article 6 and pursuant to Article 9
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 23 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Charity Commission"	means the Charity Commission for England and Wales
"Clear Days"	in relation to a period of notice means the 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
"Committee"	means a Committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies

"the Company"	means the company intended to be regulated by the Articles
"Company Member"	means a member for the time being of the Company who is admitted under Article 6
"Director"	means any director of the Company who is appointed under Article 21
"General Meeting"	means a meeting of the Company Members
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"the Memorandum"	means the Memorandum of Association of the Company
"the Objects"	means the objects of the Company set out Article 3
"Observers"	means those persons (other than Directors) present under Article 33 at a Board Meeting
"Officer of the Company"	means those persons elected as either the Chair, Vice-Chair or Treasurer of the Company under Article 23
"Registered Office"	means the registered office of the Company
"Secretary"	means the secretary of the Company including a joint, assistant or deputy secretary
"Treasurer"	means a person elected as a Treasurer of the Company under Article 23
"United Kingdom"	means Great Britain and Northern Ireland
"Vice-Chair"	means a person elected as a Vice-Chair of the Company under Article 23
"OutLOOK Youth Company Members"	means a person admitted as a Company Member under Article 6 and pursuant to Article 8
"Visually Impaired Person"	A person whose vision is such that with normal optical correction, they are unable to carry out normal everyday tasks
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers

1 2 In the Articles

1 2 1 terms defined in the Act are to have the same meaning,

1 2 2 references to the singular include the plural and vice-versa and to the

masculine include the feminine and neuter and vice-versa,

1 2 3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships,

1 2 4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it,

1 2 5 references to articles are to those within the Articles, and

1 2 6 headings are not to affect the interpretation of the Articles

1 3 For the avoidance of doubt the system of law governing the Memorandum and Articles of Association is the law of England and Wales

1 4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company

2 NAME

The name of the Company is **LOOK NATIONAL FEDERATION OF FAMILIES WITH VISUALLY IMPAIRED CHILDREN.**

3 OBJECTS

To facilitate parents' groups and parents in enhancing the education, welfare and leisure opportunities of visually impaired children

To promote the co-ordination of services, both statutory and voluntary, provided by parent groups and organisations relating to visual impairment

In furtherance of the above, but not further or otherwise, the Federation shall have power -

To offer information to parents and organisations concerned with visually impaired children,

To encourage and support the development of local and regional parent support groups,

To establish a central register of information, to include the resources and support available to parents of visually impaired children and a description and list of established parent support groups and agencies to be available to all interested parties,

To provide an updated source of ideas, knowledge and information relating to the education, care and treatment of children with impaired vision, including the monitoring of current developments,

To co-operate with the client group, other charitable organisations, professionals, voluntary agencies and statutory bodies concerned with visually impaired children

To publicise by all available means, the aims and objectives of the Federation,

To raise funds and invite and receive contributions from any person or organisation whatsoever by means of subscriptions or donations, providing that the Federation shall not undertake permanent trading activities in raising funds for the said objectives,

To do all such things as lawful for the attainment of the said objectives,

4 POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers

Staff and Volunteers

- 4 1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit
- 4 2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses,

Property

- 4 3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests),
- 4 4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property,
- 4 5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993),
- 4 6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 1993,

Borrowing

- 4 7 to borrow and give security for loans,

Grants and Loans

- 4 8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993),

Fund Raising

- 4 9 to raise funds, to invite and receive contributions,

Trading

- 4 10 to trade in the course of carrying out the Objects and to charge for services,

Publicity

- 4 11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields,
- 4 12 to promote or carry out research and publish the results of it,

Contracts

- 4 13 to co-operate with and enter into contracts with any person,

Bank or building society accounts

- 4 14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company,

Investments

- 4 15 to -
- 4 15 1 deposit or invest funds,
 - 4 15 2 employ a professional fund-manager, and
 - 4 15 3 arrange for the investments or other property of the Company to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000

Insurance

- 4 16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset),
- 4 17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties,
- 4 18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company,
- 4 19 to provide indemnity insurance to cover the liability of the Directors and officers of the Company who are not Directors in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993,

Other Organisations

- 4 20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable

purposes,

- 4 21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them,
- 4 22 to amalgamate with any charity which has objects similar to the Objects,
- 4 23 to undertake and execute any charitable trusts,
- 4 24 to affiliate, register, subscribe to or join any organisation,
- 4 25 to act as agent or trustee for any organisation,

Reserves

- 4 26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure,

Formation expenses

- 4 27 to pay the costs of forming the Company and of complying with all relevant registration requirements, and

General

- 4 28 to do anything else within the law which is incidental and conducive to the Objects

5 APPLICATION OF FUNDS

5 1 General

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Clause 5)

- 5 1 1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member, and
- 5 1 2 a Director may not directly or indirectly receive any payment of money or benefit from the Company

5 2 Benefits to Members

Notwithstanding Clause 5 1, the Company may make the following payments or grant the following benefits to Company Members -

Interest and Rent

- 5 2 1 reasonable and proper interest on money lent by any Company Member to the Company,

- 5 2 2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company,

Supply of Goods or Services

- 5 2 3 reasonable payments to a Company in return for goods and/or services supplied to the Company pursuant to a contract,

Out of Pocket Expenses

- 5 2 4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers, and

Benefits to Company Members

- 5 2 5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects

5 3 Benefits to Directors

Notwithstanding Clause 5 1, the Company may make the following payments or grant the following benefits to Directors -

Out of pocket expenses

- 5 3 1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors,
- 5 3 2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers,

Indemnity

- 5 3 3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings),
- 5 3 4 the benefit of indemnity insurance under Clause 4 19,

Fees to companies in which Directors have negligible interests

- 5 3 5 a payment to a company in which a Director has no more than a 1% shareholding,

Interest and Rent

- 5 3 6 reasonable and proper interest on money lent by any Director to the Company,

- 5 3 7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Company or a reasonable hiring fee for premises hired by any Director to the Company,

Beneficiaries

- 5 3 8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries

Employment/Supply of Goods and Services

- 5 3 9 payments to a Director who is employed by the Company or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Director) provided that -
- 5 3 9 1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances,
 - 5 3 9 2 the Director is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him and/or any arrangement with him or to confer any benefit upon him and/or any other matter relating to payment or the conferring any benefit to him,
 - 5 3 9 3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting,
 - 5 3 9 4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest),
 - 5 3 9 5 the reason for the Directors' decision is recorded in the minutes of the Board meeting, and
 - 5 3 9 6 at no time shall a majority of the Directors receive payment pursuant to this clause 5 3 9

The employment or remuneration of a Director pursuant to this clause includes the engagement or remuneration of any firm or company in which the Director is a partner, an employee, a consultant, a director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital

Exceptional Circumstances

5 3 10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases

5 4 The limitations in this Clause 5 on the making of payments and the granting of benefits by the Company to Directors shall also extend to payments made to Directors by any other company in which the Company

5 4 1 holds more than 50% of the shares, or

5 4 2 controls more than 50% of the voting rights attached to the shares, or

5 4 3 has the right to appoint one or more directors to its board

5 5 For the purposes of Clause 5 3 a payment to or a benefit granted to a dependant relative or the spouse of the Director [or any person living with the Director as his partner] shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted

5 6 Amendments

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

PART B. COMPANY MEMBERSHIP

6 COMPANY MEMBERS

6 1 The Company Members are -

6 1 1 the subscribers to the Memorandum, and

6 1 2 others admitted to membership of the Company by the Board under the Articles

6 2 Subject to Article 6 3, following incorporation Company Members may be admitted to membership of the Company so that membership of the Company comprises

6 2 1 those Family Company Members admitted to membership of the Company pursuant to Article 7,

6 2 2 those OutLOOK Youth Company Members admitted to membership of the Company

pursuant to Article 8

6 2 3 those Associate Members admitted to membership of the Company pursuant to Article 9

6 3 A person may not be admitted by the Board as a Company Member

6 3 1 unless he has applied to become a Company Member in such form as the Board requires,

6 3 2 unless he is aged 18 or over

6 4 Company membership is personal and not transferable

6 5 The status of a Company Member as a Family Member, OutLOOK Youth Company Member, or an Associate Company Member must be stated in the Company's Register of Members

6 6 For the avoidance of doubt neither the Family Company Members, OutLOOK Youth Company Members, nor the Associate Company Members together shall constitute a separate class of Company Members

7 FAMILY COMPANY MEMBER

7 1 Subject to Article 6 3, a Family is eligible to become a Family Company Member provided that -

7 1 1 They have a visually impaired child under 25 who is not an Outlook Company Member or Associate Company Member in their own name

7 1 2 when the terms of 7 1 1 are no longer met the Family company member will be eligible to become an Associate Member

8 OUTLOOK YOUTH COMPANY MEMBERS

8 1 Subject to Article 6 3 a Visually Impaired Person is eligible to become an OutLOOK Youth Company Member provided that -

8 1 1 they are aged between 18 and 25 and

8 1 2 they do not have a Family Company Member who represents them as a Company Member

8 1 3 when the terms of 8 1 1 and 8 1 2 are no longer met the OutLOOK Youth Company Member will be eligible to become an Associate Member

9 ASSOCIATE MEMBER

9 1 Subject to Article 6 3 the Board may admit any person aged over 18 who does not meet the membership criteria under Articles 7 or 8 as an Associate Member if in the opinion of the Board they have a strong interest in the work of LOOK and could support the Company to achieve its objects

10 TERMINATION OF COMPANY MEMBERSHIP

10 1 A person will cease to be a Company Member -

10 1 1 on delivering written notice of resignation to the Registered Office,

10 1 2 if the Board resolves to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed,

10 1 3 on declining an invitation issued under the terms of article 7 1 2 or 8 1 3

in the case of a Family Company Member if -

10 1 3 1 the Visually Impaired Person they represent reaches the age of 18 and wishes to become a visually impaired member

11 LIABILITY OF COMPANY MEMBERS

11.1 The liability of the Company Members is limited

11.2 Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member

PART C. GENERAL MEETINGS

12 GENERAL MEETINGS

- 12 1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 13 1

13 NOTICE OF GENERAL MEETINGS

- 13 1 Every General Meeting must be called by at least 14 Clear Days' notice
- 13 2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting
- 13 3 The notice must specify -
- 13 3 1 the time, date and place of the General Meeting,
- 13 3 2 the general nature of the business to be transacted, and
- 13 4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting
- 13 5 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any)
- 13 6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting

14 QUORUM

- 14 1 No business may be transacted at a General Meeting unless a quorum is present
- 14 2 The quorum for General Meetings is 12 of the Company Members for the time being present in person or by proxy
- 14 3 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment
- 14 4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides
- 14 5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Company Members who are present (provided that they number at least 6 shall constitute a quorum for the purpose of allowing any business of the

adjourned meeting to be conducted] [then the meeting shall be business of the adjourned meeting to be conducted, then the meeting shall be dissolved

- 14 6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members

15 CHAIR AT GENERAL MEETINGS

- 15 1 The Chair is to chair General Meetings
- 15 2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting
- 15 3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting

16 ADJOURNMENT OF GENERAL MEETINGS

- 16 1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting
- 16 2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted
- 16 3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned
- 16 4 It is not necessary to give notice of a General Meeting which is adjourned under Article 16 1, or 16 2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given
- 16 5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed

17 VOTING AT GENERAL MEETINGS

- 17 1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded
- 17 2 Each category of Company Member present in person or by proxy has one vote both on a show of hands and a ballot
- 17 3 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost

- 17 4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 17 5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

18 BALLOTS

- 18 1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.
- 18 2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 18 3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 18 4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 18 5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 18 6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

19 PROXIES

- 19 1 A Company Member may validly appoint a proxy by notice in writing which
- 19 1 1 states the name and address of the member appointing the proxy,
 - 19 1 2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed,
 - 19 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - 19 1 4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.
- 19 2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 42. A proxy may not appoint another proxy.

- 19 3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions
- 19 4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote
- 19 5 No document appointing a proxy will be valid for more than 12 months
- 19 6 A vote given or ballot demanded by proxy is to be valid despite -
- 19 6 1 the revocation of the proxy, or
- 19 6 2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used
- 19 7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present

20 COMPANY MEMBERS' WRITTEN RESOLUTIONS

- 20 1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the required majority of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that
- 20 1 1 a copy of the proposed resolution has been sent to every eligible Company Member,
- 20 1 2 a simply majority (or in the case of a special resolution a majority of not less than 75%) of Company Members have signified their agreement to the resolution, and
- 20 1 3 such agreement is contained in an authenticated document which has been received at the Registered Office within the period of 28 days beginning with the circulation date
- 20 2 A resolution under Article 20 1 may consist of several documents in similar form each approved by one or more Company Members

PART D. DIRECTORS

21 COMPOSITION OF THE BOARD OF DIRECTORS AND APPOINTMENT OF DIRECTORS

21 1 Unless the Board decides otherwise -

21 1 1 The minimum number of Directors is 3

21 1 2 The maximum number of Directors is 10

21 2 Subject to Articles 21 3 and 21 4, as soon as possible following incorporation the Board shall comprise -

21 2 1 The Directors of the Company who are -

21 2 1 1 the Chair,

21 2 1 2 the Vice-Chair,

21 2 1 3 the Treasurer

21 2 1 3 1 and upto 7 further directors who shall be elected to the Board pursuant to Article 23, and

21 3 Unless these Articles provide otherwise, if a casual vacancy arises amongst the Directors of the Company elected by the Members then the Board may appoint a person to fill the vacancy. The person so appointed shall continue in office until the end of the term of office of the person he replaced or until the next General Meeting whichever is sooner, following which he may be elected as a Director of the Company by the Members under these Articles

21 4 A person may not be a Director of the Company unless he is a Company Member

21 5 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay

22 INITIAL DIRECTORS

22 1 The initial Directors as at the date of incorporation of the Association are Clive Furness, Susan Brooks, Michael Wolffe and Nicholas Bowen who will serve until the end of the next General Meeting following the date of incorporation of the Company

23 ELECTION OF DIRECTORS OF THE COMPANY

- 23 1 A person may not be the Chair or Vice-Chair of the Company unless he is a Family Company Member or an OutLOOK Youth Company Member. In the event that there are insufficient nominations of Family Company Members and OutLOOK Youth Company Members for Chair and Vice-Chair, at the discretion of the Board nominations of Associate Company Members for Chair and Vice-Chair will be accepted.
- 23 2 A candidate for election as a Director of the Company shall be nominated by a Company Member and seconded by another Company Member in writing [four weeks prior to the General Meeting at which the voting will take place] and the candidate shall notify the Company in writing of his willingness to stand.
- 23 3 Voting may be at a General Meeting or by postal or electronic ballot, as determined by the Board. All elections shall be administered by a member of the Board as determined by the Board. The Director administering the election shall not be a candidate in that election.
- 23 4 If a ballot is necessary, voting papers containing the names of all candidates shall be sent to all Company Members. In calling for the return of ballot papers, the Board shall state the last date upon which they must be received.
- 23 5 In the event of an equality of votes for a post then the matter shall be referred to the Board, whose decision shall be final.
- 23 6 Unless the Board resolves otherwise, a Director of the Company shall serve for one year following the date of the General Meeting at which he was elected or his appointment ratified.
- 23 7 An outgoing Director of the Company shall be eligible for re-election.

24 OBLIGATIONS OF DIRECTORS

- 24 1 The Board must set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.
- 24 2 The statement of the obligations of the Directors to the Company must include -
- 24 2 1 a commitment to its values and objectives [including equal opportunities],
 - 24 2 2 an obligation to contribute to and share responsibility for the Board's decisions,
 - 24 2 3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events,
 - 24 2 4 an obligation to declare relevant interests,
 - 24 2 5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board,

24 2 6 an obligation to comply with statutory and fiduciary duties, including -

24 2 6 1 to act in the best interests of the Company,

24 2 6 2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company,

24 2 6 3 to secure the proper and effective use of the Company's property

24 2 6 4 to act personally,

24 2 6 5 to act within the scope of any authority given,

24 2 6 6 to use the proper degree of skill and care when making decisions particularly when investing funds and

24 2 6 7 to act in accordance with the Articles, and

24 2 7 a reference to obligations under the general law

24 3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment

25 RETIREMENT AND REMOVAL OF DIRECTORS

25 1 A Director will cease to hold office if he

25 1 1 dies,

25 1 2 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 1993,

25 1 3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury,

25 1 4 is declared bankrupt or makes any arrangement or composition with his creditors,

25 1 5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a [75%] majority of the Directors present and voting at a properly convened Board Meeting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director,

25 1 6 resigns by written notice to the Secretary (if appointed),

25 1 7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a [75%] majority of the Directors present and voting at a properly convened Board Meeting) that he should cease to be a Director,

25 1 8 fails to sign a statement of his obligations under Article 24 within one month of his appointment and the Board resolves that he be removed,

25 1 9 has, in the reasonable opinion of the Board, ceased to subscribe to the Statement of Faith and the Board resolves by a [75%] majority of the Directors present and voting at a properly convened Board Meeting that he should cease to be a Director, or

25 1 10 ceases to be a Company Member

26 CONFLICTS OF INTEREST

26 1 Declaration of interests

26 1 1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors

26 1 2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice

26 1 3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made

26 1 4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement

26 1 5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware

26 1 6 A Director need not declare an interest -

26 1 6 1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests, or

26 1 6 2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware)

26 2 Authorisation of direct conflicts of interests

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5

26 3 Authorisation of indirect conflicts of interest

26 3 1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not

authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that -

26 3 1 1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict, and

26 3 1 2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction

26 3 2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict

PART E. BOARD MEETINGS

27 FUNCTIONS OF THE BOARD

27 1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include -

27 1 1 defining and ensuring compliance with the values and objectives of the Company,

27 1 2 establishing policies and plans to achieve those objectives,

27 1 3 approving each year's budget and accounts before publication,

27 1 4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 32) and employees with proper systems of control,

27 1 5 monitoring the Company's performance in relation to its plans, budget, controls and decisions,

27 1 6 appointing (and if necessary removing) employees,

27 1 7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety, and

27 1 8 ensuring that appropriate advice is taken on the items listed in Articles 26 1 1 to 26 1 6 2 and in particular on matters of legal compliance and financial viability

28 POWERS OF THE BOARD

28 1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company

28 2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration

29 BOARD MEETINGS

29 1 Subject to the Articles, the Board may regulate Board Meetings as it wishes

29 2 Board Meetings may be called by any Director or the Secretary (if appointed)

29 3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom

29 4 A Board Meeting which is called on shorter notice than required under Article 29 3 is deemed to have been duly called if at least two Directors certify in writing that

because of special circumstances it ought to be called as a matter of urgency

29 5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, [subject to Article 29 6], each Director is to have one vote

29 6 If there is an equality of votes the Chair is entitled to a second or casting vote

29 7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith

30 QUORUM FOR BOARD MEETINGS

30 1 The quorum for Board Meetings is 3 of the Directors for the time being

30 2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment

30 3 The Board may act despite vacancies in its number but if the number of Directors is less than 3 then the Board may act only to admit Company Members under Article 6

30 4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to -

30 4 1 adjourn it to such other time and place as they decide, or

30 4 2 call a General Meeting, or

30 4 3 admit Company Members under Article 6

30 5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted

31 CHAIR AND VICE-CHAIR

31 1 The Company must have a Chair and a Vice-Chair The Chair and the Vice-Chair, are to be elected by the Company pursuant to Article 23

31 2 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so

31 3 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, must chair the Board Meeting unless he is unwilling or unable to do so

31 4 If both the Chair and the Vice-Chair, are not present within 5 minutes after the

starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting

31 5 The functions of the Chair are -

31 5 1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations,

31 5 2 to ensure that Board Meetings and General Meetings are conducted efficiently,

31 5 3 to give all Directors an opportunity to express their views,

31 5 4 to establish a constructive working relationship with, and to provide support for, the employees,

31 5 5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion,

31 5 6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings,

31 5 7 to ensure that the Board monitors the use of delegated powers, and

31 5 8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee

31 6 The role of the Vice-Chair, if any, is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair

32 COMMITTEES AND WORKING PARTIES

32 1 The Board may -

32 1 1 establish Committees consisting of those persons whom the Board decide,

32 1 2 delegate to a Committee any of its powers, and

32 1 3 revoke a delegation at any time

32 2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board

32 3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party

32 4 Each member of a Committee or Working Party (including the chair) is to hold office

from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party

- 32 5 The Board must determine the quorum for each Committee and Working Party it establishes
- 32 6 The Board must specify the financial limits within which any Committee may function
A Working Party can have no authority to incur expenditure
- 32 7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines

33 OBSERVERS

- 33 1 Subject to Article 33 4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides
- 33 2 Observers may not vote but may take part in discussions with the prior consent of the Chair
- 33 3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private
- 33 4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered

34 DIRECTORS' WRITTEN RESOLUTIONS

- 34 1 A written resolution approved by a simple majority of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting
- 34 2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee
- 34 3 A resolution under Articles 34 1 or 34 2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members

PART F. OFFICERS

35 THE SECRETARY

- 35 1 The Board may decide whether or not a Secretary is appointed
- 35 2 Where appointed, a Secretary may be removed by the Board at any time
- 35 3 If a Director is appointed as Secretary he may not receive any remuneration for acting in that capacity

36 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 36 1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence
- 36 2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 35 3, the Company may indemnify any Director against any liability incurred by him in his capacity as such
- 36 3 The indemnity provided to a Director in accordance with Article 36 2 may not include any indemnity against liability -
 - 36 3 1 to the Company or a company associated with it,
 - 36 3 2 for fines or penalties, or
 - 36 3 3 incurred as a result of his unsuccessful defence of criminal or civil proceedings
- 36 4 The indemnity provided to a Director in accordance with Article 36 2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 36 5 In respect to its auditor the Company may -
 - 36 5 1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such, and
 - 36 5 2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court

PART G. STATUTORY AND MISCELLANEOUS

37 MINUTES

- 37 1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.
- 37 2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 37 3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 37 4 The Board must keep minutes of all of the appointments made by the Board.

38 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 38 1 The Company must comply with the Act and the Directors must comply with their obligations as charity trustees under the Charities Act 1993 in -
 - 38 1 1 preparing and filing an annual Directors' report and annual accounts and sending them to the Charity Commission, and
 - 38 1 2 making an annual return to the Registrar of Companies and the Charity Commission
- 38 2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires)
- 38 3 The annual Directors' report and accounts must contain -
 - 38 3 1 revenue accounts and balance sheet for the last accounting period,
 - 38 3 2 the auditor's report on those accounts (if applicable), and
 - 38 3 3 the Board's report on the affairs of the Company
- 38 4 The accounting records of the Company must always be open to inspection by a Director

39 BANK AND BUILDING SOCIETY ACCOUNTS

- 39 1 All bank and building society accounts must be controlled by the Board and must include the name of the Company
- 39 2 A cheque or order for the payment of money must be signed in accordance with the

Board's instructions

40 EXECUTION OF DOCUMENTS

40 1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by

40 1 1 two Directors,

40 1 2 one Director and the Secretary (where appointed), or

40 1 3 one Director in the presence of a witness who attests the Director's signature

41 NOTICES

41 1 Notices under the Articles must be in writing (which shall include facsimile transmission or email) except notices calling Board Meetings

41 2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called

41 3 The Company may give a notice to a Company Member, Director or auditor either

41 3 1 personally,

41 3 2 by sending it by post in a prepaid envelope,

41 3 3 by facsimile transmission,

41 3 4 by leaving it at his address, or

41 3 5 by email

41 4 Notices under Article 41 3 2 to 41 3 5 may be sent -

41 4 1 to an address in the United Kingdom which that person has given the Company,

41 4 2 to the last known home or business address of the person to be served, or

41 4 3 to that person's address in the Company's register of members

41 5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted

41 6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report

41 7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24

hours after it was sent

41 8 A notice may be served on the Company by delivering it or sending it to the Registered Office

41 9 The Board may make standing orders to define other acceptable methods of delivering notices

42 STANDING ORDERS

42 1 Subject to Article 42 4,

42 1 1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company, and

42 1 2 the Company in General Meeting may alter, add to or repeal the standing orders

42 2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members

42 3 Standing orders are binding on all Company Members and Directors

42 4 No standing order may be inconsistent with or may affect or repeal anything in the Articles

43 WINDING UP

43 1 The Company Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways

43 1 1 directly for the Objects, or

43 1 2 by transfer to any charity or charities for purposes similar to the Objects, or

43 1 3 to any charity for use for particular purposes that fall within the Objects

43 2 Subject to any such resolution of the Company Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred

43 2 1 directly for the Objects, or

43 2 2 by transfer to any charity or charities for purposes similar to the Objects, or

43 2 3 to any charity or charities for use for particular purposes that fall within the Objects

43 3 In no circumstances shall the net assets of the Company be paid to or distributed among the Company Members (except to a Company Member that is itself a charity) and if no resolution is passed by the Company Members or the Directors the

net assets of the Company shall be applied for charitable purposes as directed by the court or the Charity Commission

Names of Subscribers

Signed

Clive Furness

Susan Brooks

Michael Wolffe

Nicholas Bowen

Dated: 19th June 2010

Registered Number

■
Memorandum and Articles of Association
