

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 07530680

The Registrar of Companies for England and Wales, hereby certifies that

C.L INITIATIVES LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 15th February 2011



N07530680G



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 15/02/2011



*Company Name
in full:*

C.L INITIATIVES LTD

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**6 THE SQUARE
WATERHOUSE GREEN WHITTLE-LE-WOODS
CHORLEY
LANCASHIRE
UNITED KINGDOM
PR6 7LF**

I wish to entirely adopt the following model articles: **Private (Ltd by Guarantee)**

Company Director ***I***

Type: **Person**

Full forename(s): **MRS ROSEMARY MARGUERITE**

Surname: **TRUSTAM**

Former names:

Service Address: **6 THE SQUARE
WATERHOUSE GREEN WHITTLE-LE-WOOD
CHORLEY
LANCASHIRE
UNITED KINGDOM
PR6 7LF**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **28/11/1949**

Nationality: **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y**

Date authorised: **15/02/2011**

Authenticated: **YES**

Company Director 2

Type: **Person**
Full forename(s): **MRS SUSAN ANN**

Surname: **PEMBERTON**

Former names:

Service Address: **89 HURSTBROOK
COPPULL
CHORLEY
LANCASHIRE
UNITED KINGDOM
PR7 4QY**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **04/01/1957** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **15/02/2011** *Authenticated:* **YES**

Company Director **3**

Type: **Person**
Full forename(s): **MR DAVID GEORGE**

Surname: **NADEN**

Former names:

Service Address: **12 BEECH AVENUE
ANDERTON
CHORLEY
LANCASHIRE
UNITED KINGDOM
PR6 9PQ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **28/09/1954** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **15/02/2011** *Authenticated:* **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: SUSAN ANN PEMBERTON

Address: 89 HURSTBROOK
COPPULL
CHORLEY
LANCASHIRE
UNITED KINGDOM
PR7 4QY

Amount Guaranteed: 1

Name: ROSEMARY MARGUERITE TRUSTAM

Address: 6 THE SQUARE
WATERHOUSE GREEN WHITTLE-LE-WOOD
CHORLEY
LANCASHIRE
UNITED KINGDOM
PR6 7LF

Amount Guaranteed: 1

Name: DAVID GEORGE NADEN

Address: 12 BEECH AVENUE
ANDERTON
CHORLEY
LANCASHIRE
UNITED KINGDOM
PR6 9PQ

Amount Guaranteed: 1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of association of C.L Initiatives Ltd

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.

Name of each subscriber

Authentication by each subscriber

Susan Ann Pemberton

Rosemary Marguerite Trustam

David George Naden

Dated 15 February 2011

COMMUNITY LIVING UK LTD

MEMORANDUM & ARTICLES OF
ASSOCIATION

February 2011

The Companies Act 2006

COMPANY LIMITED BY GUARANTEE

THE MEMORANDUM OF ASSOCIATION OF COMMUNITY LIVING UK LIMITED

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

Name of each subscriber

Authentication by each subscriber

Rosemary Trustam.....

Susan Pemberton.....

David Naden.....

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.....

Dated

..... *

THE ARTICLES OF ASSOCIATION of COMMUNITY LIVING UK LIMITED

1)The Company's name is Community Living UK Limited

(and in this document is called "the company")

Interpretation:

2)In the articles the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context :-

WORDS

MEANINGS

The Companies ActsThe Companies Acts (as defined in section 2 of The Companies Act 2006) insofar as they apply to the company

The SealThe common seal of the Company

The United KingdomGreat Britain and Northern Ireland

MonthCalendar month

In writingWritten, printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form including electronic and fax .

Address
for the purposes of electronic

A postal address or
Communication,
telephone

a fax number, email or postal address or

number for receiving text messages in each case

the charity

registered with

"The Company"
regulated by these Articles

Community Living UK to be

"Clear days"

In relation to the

period of a notice a period excluding:

- the day when the notice is given or deemed to be given
- the day for which it is given or on which it is to take place

"The Directors"
Company

The Directors of the

"Document"
specified, any document supplied or
electronic form

includes, unless otherwise
sent in

"electronic form"
of The Companies Act 2006

that given in section 1168

"the memorandum"
association

the charity's memorandum of

"officers"
secretary (if any)

the directors and the

" the secretary"
perform the duties of the secretary of

the person appointed to
the company

And words importing the singular number only shall include the plural number and vice versa and those importing one gender shall include all genders and words importing persons shall include corporations.

Unless the context otherwise requires, words or expressions contained in the articles have the same meanings as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the charity

Apart from the exception mentioned in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

Liability of members:

3)(1) The liability of the members is limited.

(2) Every member of the Company if it is dissolved whilst he or she or it is a member or within 12 months after he or she or it ceases to be a member, promises to contribute such sum (not exceeding £10) as may be demanded of him or her or it towards the payment of the Company's debts and liabilities incurred before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

Objects

4)The Company's objects are specifically restricted to the following:

To promote the equality of citizenship and the inclusion of people with learning disabilities in every aspect of society through raising awareness and knowledge of current issues, research and good practice and to promote their inclusion and contributions, by:-

- a) Publishing a magazine and disseminating it to the social care sector, service users, families and carers, educational and employment establishments and any other interested people in the wider community
- b) Developing such a magazine or other by-products which encourages all contributions, provides articles commissioned on the topics of the day, challenges those issues which hamper people from achieving their aspirations, publicises radical ideas being put into practice and encourages people to work together to produce their own solutions.
- c) Stimulating and enabling research, seminars, training events and networking events and disseminating information and learning
- d) Seeking to promote the inclusion of the voices of service users and others involved including through sponsorship, training events and support

Powers:

5) The Company has powers to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular the company has power:

1) To raise funds, whether by the levying of subscriptions, by means of donations from Companies and other business concerns, by private or public appeals or otherwise, and to seek any form of assistance, sponsorship or grant from government, municipal, commercial, charitable or private sources or from any national or international health, welfare, educational, charitable, social or cultural organisation for or on behalf of the Company, or any person or body of persons pursuing any object which this company is authorised to carry on, and to take and accept gifts of property, whether subject to any special trust or not, for the objects of the Company;

2) to buy, take on lease, or in exchange, hire or otherwise acquire any property and maintain and equip it for use;

3) to sell, lease or otherwise dispose of all or any part of the property belonging to the company. In exercising this power, the company must comply as appropriate with sections 36 and 37 of Charities Act 1993, as amended by the Charities Act 2006;

4) to borrow money and to charge the whole or any part of the property belonging to the company as security for a grant or the discharge of an obligation. The Company must comply as appropriate with sections 38 and 39 of Charities Act 1993, as amended by the Charities Act 2006 if it wishes to mortgage land;

5) to cooperate with other charities, voluntary or private bodies and statutory authorities and to exchange information and advice with them;

6) to establish and support any charitable trusts, associations, or institutions for any of the charitable purposes included in the Company's Objects;

7) to acquire, merge with or enter into partnership or joint venture arrangement with any other company with charitable objects in line with the company's objects;

8)to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

9)to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a director only to the extent it is permitted to do so by article 6, and provided it complies with the conditions in that article;

10)to:

a.deposit or invest funds

b.employ a professional fund manager; and

c.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 the trustees of a trust are permitted to do by the Trustee Act 2000;

11)to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993;

12)to pay out of the funds of the Company the costs of forming and registering the Company both as a company and as a charity;

Application of income and property

Universal Clauses:

6)

1)The income and property of the Company shall be applied solely towards the promotion of the Objects

2)

a.A director is entitled to be reimbursed from the property of the Company or may pay out of such property such reasonable expenses properly incurred by him or her when acting on behalf of the Company

b.A director may benefit from indemnity insurance cover purchased at the Company's expense in accordance with and subject to the conditions set in section 73F of the Charities act 1993

c.A director may receive an indemnity from the Company in the circumstances specified in article 56

3)None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a director receiving:

a.a benefit from the company in the capacity as a beneficiary of the company under its objects;

b.reasonable and proper remuneration for any goods or services supplied to the company

Directors' benefits

Provision of goods and services, employment, other remuneration/financial benefits - directors/connected persons

4){a) No director or connected person may:

a.buy any goods or services on terms preferential to those applicable to members of the public;

b.sell goods, services of any interest in land to the company;

c.be employed by or receive any remuneration from the company;

d.receive any other financial benefit from the company;

unless:

(i)the payment is permitted by article 6 4) (b) a, or,

(ii) the directors obtain prior written approval of the Charities Commission and fully comply with any procedures it prescribes

Scope and powers permitting directors'/connected persons' benefits

4) (b) a.

(i) a director or connected person may receive a benefit from the Company in the capacity of a beneficiary of the company provided that a majority of the directors do not benefit in this way;

(ii) a director or connected person may enter into a contract for the supply of services or of goods that are supplied in connection with the provision of services to the charity where this is permitted in accordance with and subject to the conditions in, section 73A to 73C of the Charities Act 1993;

(iii) Subject to 6 (4) (c) a director or connected person may provide the company with goods that are not supplied in connection with services provided to the company by the director or connected person;

(iv) a director or connected person may receive interest on money lent to the company at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the directors;

(v) a director or connected person may receive rent for premises let by the director or connected person to the company if the amount of the rent and other terms of the lease are reasonable and proper and provided that the director concerned withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;

(vi) the directors may arrange for the purchase, out of the funds of the company, of insurance designed to indemnify the directors in accordance with the terms of and subject to the conditions in, section 73F of the Charities Act 1993;

(vii) a director or connected person may take part in the normal trading and fund-raising activities of the company on the same terms as members of the public

Payment for supply of goods only - controls

4) (c) The company and its directors may only rely upon the authority provided by article 6 4) (b) a. (iii) if each of the following conditions is satisfied:

a. The amount or maximum amount of the payment for goods is set out in an agreement in writing between:

(i) the company or its directors (as the case may be); and

(ii) the director or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the company

b. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;

c. The other directors are satisfied that it is in the best interests of the company to contract with the supplier rather than with someone else who is not a director or connected person. In reaching that decision, the directors must balance the advantages of contracting with a director or connected person against the disadvantages of doing so.

d. The supplier is absent that part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity

e. The supplier does not vote on any such matter and is not to be counted in calculating whether a quorum of directors is present at the meeting.

f. The reason for the decision is recorded by the directors in the minutes book

g. A majority of the directors then in office are not in receipt of remuneration or payments authorised by 6 4) (a)

5)(a) In sub-clauses 2) - 4) of this article 6) "Company" shall include any company in which the Company:

- Holds more than 50% of the shares
 - Controls more than 50% of the voting rights attached to the shares, or
 - Has the right to appoint one or more directors to the board of the company
- (b) In sub-clause 4) of this article 6) sub clause 2) of article 46, "connected person" means:

- (i) a child, parent, grandchild, grandparent, brother or sister of the director
- (ii) the spouse or civil partner of the director or of any person falling within paragraph (i) above
- (iii) a person carrying on business in partnership with the director or with any person falling within paragraphs (i) or (ii) above
- (iv) An institution which is controlled -
 - (I) by the director or any connected person falling within paragraphs (i) or (ii) or (iii) above; or
 - (II) by two or more persons falling within sub-paragraph (1) above when taken together
- (v) A body corporate in which
 - (I) the director or any connected person falling within paragraphs (i) to (iii) has a substantial interest
 - (II) by two or more persons falling within sub-paragraph (1) who when taken together, have a substantial interest

(c) Paragraphs 2 to 4 of schedule 5 of the Charities Act 1993 apply for the purposes of interpreting the terms used in this sub-clause.

Members

7)(1) The first subscribers to the memorandum are the first members of the company

(2) Membership is open to other individuals or organisations who believe in the values and objects of the company and who:

- (a) apply in the form required by the directors; and
- (b) are approved by the directors

(3) (a) The directors may only refuse applications for membership if acting reasonably and properly, they consider it to be in the best interests of the company to refuse the application

(b) The directors must inform the applicant in writing the reasons for the refusal within 21 days of the decision

(c) The directors must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

(4) Membership is not transferable

(5) The directors must keep a register of the names and addresses of the members

Classes of Membership

8)

(1) The directors may establish different classes of membership with different rights and obligations and shall record the rights and

obligations in the register of members

(2) The directors may not directly or indirectly alter the rights or obligations attached to a class of membership

(3) The rights attached to a class of membership may only be varied if:

(a) three-quarters of the membership of that class consent in writing to the variation; or

(b) a special resolution is passed at a separate general meeting of members of that class agreeing to the variation

(4) The provisions in the articles about general meetings shall apply to any meeting

relating to the variation of the rights of any class of members

Termination of Membership

9) Membership is terminated if

(1) a member being an individual shall die or become of unsound mind or if being a company or other statutory body a resolution be passed or order made for its winding up or dissolution.

(2) a member resigns by written notice to the company unless after the resignation there would be less than two members

(3) any sum due from the member to the company is not paid in full within 6 months of it being due

(4) the member is removed from membership by a resolution by the directors that it is in the best interests of the company that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:

a) A member has been given at least twenty-one days notice in writing of the meeting of directors at which the resolution will be proposed and the reasons why it is to be proposed

b) The member or at the option of the member, the member's representative (who need not be a member of the company) has been allowed to make representations to the meeting

GENERAL MEETINGS

10)

(1) The company must hold its first Annual General Meeting within eighteen months after the date of its incorporation

(2) An Annual General Meeting must be held in each subsequent year and not more than fifteen months shall elapse between successive Annual General Meetings.

11) The directors may call a general meeting at any time

Notice of General Meetings

12)

(1) The minimum periods of notice required to call a general meeting are:

(a) Twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution

(b) Fourteen clear days for all other general meetings

(2) A general meeting may be called by shorter meeting if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights

(3) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an Annual General Meeting the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 19

(4) The notice must be given to all members and to the directors and auditors

13)The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the company

Proceedings at General Meetings

14)

(1)No business shall be transacted at any general meeting unless a quorum is present

(2)A quorum is:

(a) three members present in person or by proxy; or

(b)One-tenth of the total membership at the time, whichever is the greater

(3)The authorised representative of a member organisation shall be counted in the quorum

15)

(1)If:

(a)A quorum is not present within half-an-hour from the time appointed for the meeting; or

(b)During the meeting a quorum ceases to be present

The meeting shall be adjourned to such time and place as the directors shall determine

(2)The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting, stating the date time and place of the meeting

(3)If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the members present in person or by proxy at that time shall constitute the quorum for that meeting.

16)

(1)General Meetings shall be chaired by the person who has been appointed to chair meetings of the directors

(2)If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a director nominated by the directors shall chair the meeting

(3)If there is only one director present and willing to act, he or she shall chair the meeting

(4)If no director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present or by proxy and entitled to vote must choose one of their number to chair the meeting

17).....

(1)The members present or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned

(2)The person chairing the meeting must decide the date time and place at which the meeting is to be reconvened unless those details are specified in the resolution

(3)No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place

(4)If a meeting is adjourned by resolution of the members for more than seven days, at least seven clear days' notice of the reconvened meeting shall be given stating the date, time and place of the meeting.

18).....

(1)Any vote at a meeting shall be decided by a show of hands unless, before or on a declaration of the result of the show of hands, a poll is demanded:

(a)By the person chairing the meeting; or

(b)By at least two members present in person or by proxy, and having the right to vote at the meeting; or

(c)By a member or members present in person or by proxy representing not

less than one-tenth of the total voting rights of all the members having the right to vote at the meeting

(2)

(a) The declaration by the person chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded

(b) The result of the vote must be recorded in the minutes of the company, but the number or proportion of votes cast need not to be recorded

(3)...

(a) A demand for a poll may be withdrawn before a poll is taken but only with the consent of the person chairing the meeting

(b) If the demand for a poll is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made

(4)...

(a) A poll must be taken as the person chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll

(b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

(5)...

(a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately

(b) A poll demanded on any other question must be taken either immediately or at such time or place as the person chairing the meeting directs.

(c) The poll must be taken within thirty days after it has been demanded

(d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

(e) If a poll is demanded, the meeting may continue to deal with any other business which may be conducted at the meeting

Content of proxy notices

19)...

(1) Proxies may only validly be appointed by a notice in writing (a proxy notice) which:

(a) States the name and address of the person appointing the proxy;

(b) Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

(c) Is signed by or on behalf of the person appointing the proxy, or is authenticated in such manner as the directors shall determine; and

(d) Is delivered to the company in accordance with the articles and any instructions in the notice of the general meeting to which they relate

(2) The company may require notices to be delivered in a particular form and may specify different forms for different purposes

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

(4) Unless a proxy notice indicates otherwise, it must be treated as

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as the meeting itself.

Delivery of proxy notices

19) A

(1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at

a general meeting, remains so entitled in respect of that meeting or any adjournment of it,

even though a valid proxy notice has been delivered to the company by or on behalf of that

person

(2) An appointment under a proxy notice may be revoked by

delivering to the company a
notice in writing given on or on behalf of the person by whom
or on whose behalf the
proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it
is delivered before the start of
the meeting or the adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the
proxy it must be
accompanied by written evidence of the authority of the person
who executed it to execute
it on the appointer's behalf.

Written resolutions

20)....

(1) A resolution in writing agreed by a simple majority (or in the case of a
special resolution by a majority of not less than 75%) of the members who
would have been entitled to vote upon it had it been proposed at a general
meeting shall be effective provided that:

(a) A copy of the resolution has been sent to every eligible member;

(b) a simple majority (or in the case of a special resolution by a majority
of not less than 75%) of the members has signified its agreement to the
resolution; and

(c) it is contained in an authenticated document which has been received at
the registered office within the period of twenty-eight days beginning with
the circulation date

(2) A resolution in writing may comprise several copies to which one or more
members have signified their agreement

(3) In the case of a member which is an organisation, its authorised
representative may signify its agreement

Votes of Members

21) Subject to article 8, every member, whether an individual or
organisation has one vote

22) Any objection to the qualification of any voter must be raised at the
meeting at which the vote is tendered and the decision of the person who is
chairing the meeting is final

23)....

(1) Any organisation that is a member of the company may nominate any person
to act as its representative at any meeting of the company

(2) The organisation must give written notice to the company of the name of
its representative. The representative shall not be entitled to represent
the organisation at any meeting unless the notice has been received by the
company. The representative may continue to represent the organisation
until written notice to the contrary is received by the company.

(3) Any notice given to the company will be conclusive evidence that the
representative is entitled to represent the organisation or that his or her
authority has been revoked. The company shall not be required to consider
whether the representative has been properly appointed by the organisation.

Directors

24)...

(1) A director must be a natural person aged 16 years or older

(2) No one may be appointed as a director if he or she would be prohibited
from acting under the provisions of article 36

25) The number of the directors shall be not less than three nor unless and
until otherwise determined by the company in a general meeting, more than
thirteen.

26) The first directors shall be the persons notified to Companies House as

the first directors of the company

27)A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors.

Powers of directors

28)....

(1)Directors shall manage the business of the company and may exercise all the powers of the company unless they are subject to any restrictions imposed by the Companies Acts, articles or any special resolution

(2)No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors

(3)Any meeting of directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the directors

Retirement of directors

29)At the first annual general meeting all the directors must retire from office unless by the close of the meeting the members have failed to elect sufficient directors to hold a quorate meeting of directors. At each subsequent annual general meeting one-third of the directors or if their number is not three, or a multiple of three, the number nearest to one-third must retire from office. If there is only one director he or she must retire.

30)...

(1)The directors to retire by rotation shall be those who have been the longest in office since their last appointment. If any directors became or were appointed on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot

(2)If a director is required to retire at an annual general meeting by a provision of the articles, the retirement shall take effect at the conclusion of the meeting

Appointment of directors

31)The company may by ordinary resolution

(1)Appoint a person who is willing to act to be a director

(2)Determine the rotation in which the additional directors are to retire

32)No person other than a director retiring by rotation may be appointed a director at any general meeting unless:

(1)He or she is recommended for re-election by the directors; or

(2)Not less than fourteen nor more than thirty-five clear days before the date of the meeting the company is given a notice that:

(a)is signed by a member entitled to vote at the meeting

(b)states the member's intention to propose the appointment of a person as a director

(c)contains the details that if the person were to be appointed, the company would have to file at Companies House; and

(d)is signed by the person who is to be proposed to show his or her willingness to be appointed

33)All members who are entitled to receive notice of a general meeting must be given not less than seven nor less than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a director other than a director who is to retire by rotation

34)...

(1)The directors may appoint a person who is willing to act to be a director

(2)A director appointed by a resolution of other directors must retire at

the next annual general meeting and must not be taken into account in determining the directors who are to retire by rotation

35) The appointment of a director whether by the company in a general meeting or by the other directors must not cause the number of directors to exceed any number fixed as a maximum number of directors

Disqualification and removal of directors

36) A director shall cease to hold office if he or she:

(1) Ceases to be a director by virtue of any provision in the Companies Act or is prohibited by law from being a director

(2) Is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

(3) Ceases to be a member of the company

(4) Becomes incapable by reason of mental disorder, illness or injury of managing or administering his or her own affairs

(5) Resigns as a director by notice to the company (but only if at last two directors will remain in office when the notice of resignation is to take effect); or

(6) Is absent without the permission of the directors from all their meetings held within a period of six consecutive months and the directors resolve that his or her office be vacated

Remuneration of directors

37) Directors must not be paid any remuneration unless it is authorised by article 6

Proceedings of directors

38)...

(1) The directors may regulate their proceedings as they see fit subject to the provisions of the articles

(2) Any director may call a meeting of the directors

(3) The secretary (if any) must call a meeting of directors if requested to do so by a director

(4) Questions arising at a meeting shall be decided by a majority of votes

(5) In case of an equality of votes the person chairing the meeting shall have a second or casting vote

(6) A meeting may be held by suitable electronic means agreed by the directors in which each director may communicate with all the other directors

39)...

(1) No decision may be made by a meeting of directors unless a quorum is present at the time the decision is purported to be made

(2) The quorum shall be two or the number nearest to one-third of the total number of directors whichever is the greater or such larger number as may be decided from time to time by the directors

(3) A director shall not be counted in the quorum present when any decision is about a matter upon which that director is not entitled to vote

40) If the number of directors is less than the number fixed as the quorum, the continuing director or directors may act only for the purpose of filling vacancies or of calling a general meeting

41).....

(1) The directors shall appoint a director to chair their meetings and at any time may revoke such appointment

(2) If no one has been appointed to chair meetings or if the person appointed

is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting

(3)The person appointed to chair the meetings of the directors shall have no functions or powers except those conferred by the articles or delegated to him or her by the directors

42)...

(1)A resolution in writing or in electronic form agreed by a simple majority of all the directors entitled to receive notice of a meeting of directors or of a committee of directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held provided that:

(a)A copy of the resolution has been sent or submitted to all the directors eligible to vote; and

(b)A simple majority of directors has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of twenty-eight days beginning with the circulation date

(2)The resolution in writing may comprise several documents containing the text in like form to each of which one or more directors has signified their agreement

Delegation

43).....

(1)The directors may delegate any of their powers or functions to a committee of two or more directors but the terms of any delegation must be recorded in the minute book

(2)The directors may impose conditions when delegating including the conditions that:

(a)The relevant powers are to be exercised exclusively by the committee to who they delegate;

(b)No expenditure may be incurred on behalf of the company except in accordance with a budget previously agreed with the directors

(3)The directors may revoke or alter a delegation

(4)All acts and proceedings of any committees must be fully and promptly reported to the directors

Declarations of directors' interests

44)A director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the company or in any transaction or arrangement entered into by the company which has not previously been declared. A director must absent himself or herself from any discussions of the directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the company and any personal interest (including but not limited to personal financial interest)

Conflicts of interest

45)..
(1)

If a conflict of interest arises for a director because of a duty of loyalty owed to another person or organisation, and the conflict is not authorised by virtue of any other provision in the articles, the un-conflicted directors may authorise such a conflict of interests where the following conditions apply:

(a)The conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other person or organisation

(b)The conflicted director does not vote on any such matter and is not to

be counted when considering whether a quorum of directors is present at the meeting: and

(c)The un-conflicted directors consider it is in the interests of the company to authorise the conflict of interests in the circumstances applying

(2)In this article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not result in a direct or indirect benefit of any nature to a director or to a connected person

Validity of directors' decisions:

46)...

(1)Subject to article 46) (2), all acts done by a meeting of directors or of a committee of directors, shall be valid notwithstanding the participation in any vote of a director:

(a)Who was disqualified from holding office

(b)Who had previously retired or who had been obliged by the constitution to vacate office

(c)Who was not entitled to vote on the matter whether by reason of conflict of interests or otherwise

if without

(d)The vote of that director; and

(e)That director being counted in the quorum

the decision has been made by a majority of the directors at a quorate meeting

(2)Article 46) (1) does not permit a director or connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or by a committee of directors if but for article 46) (1), the resolution would have been void or if the director has not complied with article 44

The Seal

47) If the charity has a seal it must only be used by the authority of the directors or a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined shall be signed by a director and secretary (if any) or by a second director

Minutes:

48) The directors must keep minutes of all:

(1)Appointments of officers made by the directors

(2)Proceedings at meetings of the company

(3)Meetings of the directors and committees of directors including:

(a)The names of the directors present at the meetings

(b)The decisions made at the meetings; and

(c)When appropriate the reasons for the decisions

Accounts:

49) ..

(1)The directors must prepare for each financial year accounts as required by the Companies Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of

applicable Standards of Recommended Practice

(2)The directors must keep accounting records as required by the Companies Act

Annual Report and Return and Register of Charities

(where applicable, if or when the Company is registered as a Company)

50)...

(1)The directors must comply with the requirements of the Charities Act 1993 with regard to the:

(a)The transmission of the statements of account to the charity

(b)Preparation of an Annual Report and its transmission to the Charities Commission

(c)Preparation of an Annual Return and its transmission to the Charities Commission

(2)The directors must notify the Charities Commission promptly of any changes to the charity's entry on the Central Register of Charities

Means of communications to be used:

51)...

(1)Subject to the articles, anything sent or supplied by or to the cy under the article may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the charity

(2)Subject to the articles, any notice or document to be sent or supplied to a director in connection to the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

52) Any notice to be given to or by any person pursuant to the articles:

(1)Must be in writing; or

(2)Must be given in electronic form

53)

(1)The company may give any notice to a member either:

(a)personally; or

(b)by sending it by post in a pre-paid envelope addressed to the member at his/her address; or

(c)by giving it in electronic form to the member's address

(2)A member who does not register an address with the company or who registers only a postal address which is not within the UK shall not be entitled to receive any notice from the company

54)A member present in person at any meeting of the company shall be deemed to have received notice of the meeting and of the purposes for which it was called:

55)

(1)Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given

(2)Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the 2006 Companies Act

(3)In accordance with section 1147 of the 2006 Companies Act notice shall be deemed to be given:

(a)48 hours after the envelope containing it was posted; or

(b) In the case of an electronic form of communication, 48 hours after it was sent.

Indemnity:

56)..

(1) The company shall indemnify any director against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the Companies Act 2006

(2) In this article "any relevant" director means any director or former director of the company

Rules

57)..

(1) The directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the company

(2) The bye-laws may regulate the following matters but are not restricted to them:

(a) The admission of members of the company (including the admission of organisations to membership) and the rights and privileges of such members, and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members

(b) The conduct of members of the company in relation to one another, and to the company's employees and volunteers;

(c) The setting aside of the whole or any part or parts of the company's premises at any particular time or times or for any particular purpose or purposes;

(d) The procedure at general meetings and meetings of the directors, insofar as such procedure is not regulated by the Companies Acts or the articles;

(e) Generally all such matters which are commonly the subject matter of company rules

(3) The company in general meetings has the power to alter, add to or repeal the rules or bye laws

(4) The directors must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of members of the company

(5) The rules or bye-laws shall be binding on all members of the company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the articles.

Dissolution:

58)...

(1) The members of the company 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 have been made for them, shall on or before the dissolution of the company be applied in any of the following ways:

(a) Directly for the objects; or

(b) By transfer to any charity or charities for purposes similar to the objects; or

(c) To any charity or charities for use for particular purposes that fall within the objects

Within the agreement with Elfrida Charity that the ownership of the magazine title and right to publish will revert to their charity should they so wish this at the time, and the publishing of the magazine have ceased under this company

(2) Subject to any such resolution of the members of the company, and within the agreement above with Elfrida Company, the directors of the company 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 have been made for them, shall on or before the

dissolution of the company be applied or transferred:

(a) Directly for the objects; or

(b) By transfer to any charity or charities for purposes similar to the objects; or

(c) To any charity or charities for use for particular purposes that fall within the objects

(3) In no circumstances shall the net assets of the company be paid to or distributed amongst the members of the company (except to a member which is itself a charity) and if no resolution in accordance with article 58) (1) is passed by the members or directors, the net assets shall be applied as directed by the Court or the Charities Commission.