



FILE COPY

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

Company No. 8332279

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

THE SERCO FOUNDATION

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/Wales

Given at Companies House on **14th December 2012**



N08332279L



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

IN01

Application to register a company

IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the last page

☒ What this form is for
You may use this form to register a
private or public company.

☒ What this form is NOT for
You cannot use this form to
a limited liability partnership
this, please use form LL INC

FRIDAY



LD1 14/12/2012 #43
COMPANIES HOUSE

Part 1 Company details

A1 Company name

To check if a company name is available use our WebCheck service and select
the 'Company Name Availability Search' option

www.companieshouse.gov.uk/info

Please show the proposed company name below

Proposed company
name in full ① The Serco Foundation

For official use

8832279

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

① Duplicate names
Duplicate names are not permitted
A list of registered names can
be found on our website. There
are various rules that may affect
your choice of name. More
information on this is available in
our guidance booklet GP1 at:
www.companieshouse.gov.uk

A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

② Company name restrictions
A list of sensitive or restricted
words or expressions that require
consent can be found in our
guidance booklet GP1 at
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☒ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

③ Name ending exemption
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible
to apply for this. For more details,
please go to our website
www.companieshouse.gov.uk

A4 Company type ④

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

- ☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

④ Company type
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company

Building name/number Palm Court

Street 4 Heron Square

Post town Surrey RICHMOND

County/Region RICHMOND SURREY

Postcode T W 9 1 E W

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety. Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s). Please tick only one box

- ☐ Private limited by shares
☒ Private limited by guarantee
☐ Public company

Option 3

☐ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5

Title *	Mr
Full forename(s)	John Patrick
Surname	Hickey
Former name(s) ②	

① Corporate appointments
For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address ③**

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

③ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature ④**

I consent to act as secretary of the proposed company named in Section A1

Signature	Signature X JCH X
-----------	----------------------

④ Signature
The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

Corporate secretary

C1	Corporate secretary appointments ①		<p>① Additional appointments If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page</p> <p>Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number</p>
Please use this section to list all the corporate secretary appointments taken on formation			
Name of corporate body/firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
C2	Location of the registry of the corporate body or firm		
Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section C3 only → No Complete Section C4 only			
C3	EEA companies ②		<p>② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk</p> <p>③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)</p>
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register			
Where the company/firm is registered ③			
Registration number			
C4	Non-EEA companies		<p>④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register</p>
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register			
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
Registration number			
C5	Signature ⑤		<p>⑤ Signature The person named above consents to act as corporate secretary of the proposed company</p>
I consent to act as secretary of the proposed company named in Section A1			
Signature	Signature <div style="text-align: center;">X</div>		

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Application to register a company

Director

D1

Director appointments ①

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5.

Title *	Mr
Full forename(s)	Keith Edward
Surname	Archer-Jones
Former name(s) ②	
Country/State of residence ③	United Kingdom
Nationality	British
Date of birth	<div> <div>d</div> <div>0</div> <div>d</div> <div>6</div> <div>m</div> <div>0</div> <div>m</div> <div>6</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>y</div> <div>5</div> <div>y</div> <div>4</div> </div>
Business occupation (if any) ④	Consultant

- ① Appointments**
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.
- ② Former name(s)**
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.
- ③ Country/State of residence**
This is in respect of your usual residential address as stated in Section D4.
- ④ Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.
- Additional appointments**
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

- ⑤ Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.
- Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.
- If you provide your residential address here it will appear on the public record.

D3

Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	<div>Signature</div> <div>X</div> <div></div> <div>X</div>
-----------	---

- ⑥ Signature**
The person named above consents to act as director of the proposed company.

IN01 - continuation page

Application to register a company

Director

D1

Director appointments ①

Please use this section to list all the directors of the company
For a corporate director, complete Sections E1-E5

Title *	Mr
Full forename(s)	Giles
Surname	Gibbons
Former name(s) ②	
Country/State of residence ③	United Kingdom
Nationality	British
Date of birth	d1 d8 m1 m1 y1 y9 y6 y9
Business occupation (if any) ④	

- ① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.
- ② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.
- ③ Country/State of residence
This is in respect of your usual residential address as stated in Section D4.
- ④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

D2

Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.


Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

- ⑤ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.
- Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.
- If you provide your residential address here it will appear on the public record.

D3

Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	Signature
X	
	X

- ⑥ Signature
The person named above consents to act as director of the proposed company.

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Application to register a company

Director**D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation.
For a corporate director, complete Sections E1-E5.

Title *	Mr
Full forename(s)	Christopher Rajendran
Surname	Hyman
Former name(s) ②	
Country/State of residence ③	South Africa U.K.
Nationality	British SOUTH AFRICAN
Date of birth	d 0 d 5 m 0 m 7 y 1 y 9 y 6 y 3
Business occupation (if any) ④	Chief Executive

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	Serco House
Street	16 Bartley Wood Business Park Bartley Way
Post town	Hook
County/Region	Hampshire
Postcode	R G 2 7 9 U Y
Country	United Kingdom

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

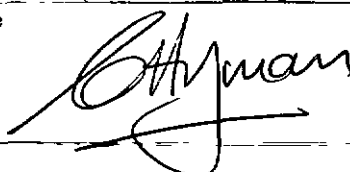
D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature

Signature

X



X

⑥ Signature

The person named above consents to act as director of the proposed company.

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Application to register a company

Director

D1	Director appointments ①	
	Please use this section to list all the directors of the company For a corporate director, complete Sections E1-E5	
Title *	Mr	
Full forename(s)	Marc Brandon	
Surname	Wolman	
Former name(s) ②		
Country/State of residence ③	United Kingdom	
Nationality	British	
Date of birth	<div>d2</div> <div>d1</div> <div>m1</div> <div>m2</div> <div>y1</div> <div>y9</div> <div>y6</div> <div>y5</div>	
Business occupation (if any) ④	Director	

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section D4.

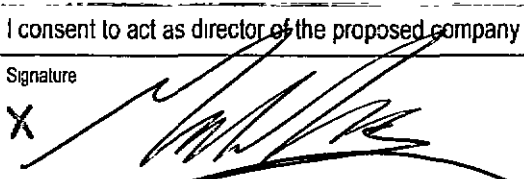
④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

D2	Director's service address ⑤	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
Country		

⑤ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3	Signature ⑥	
	I consent to act as director of the proposed company named in Section A1.	
Signature	<div>Signature</div> <div>X</div> <div></div> <div>X</div>	

⑥ Signature
The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director

E1	Corporate director appointments ①	<p>① Additional appointments If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page</p> <p>Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number</p>
Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm		
Building name/number Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
E2	Location of the registry of the corporate body or firm	
<p>Is the corporate director registered within the European Economic Area (EEA)?</p> <p>→ Yes Complete Section E3 only</p> <p>→ No Complete Section E4 only</p>		
E3	EEA companies ②	<p>② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk</p> <p>③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)</p>
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③		
Registration number		
E4	Non-EEA companies	<p>④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register</p>
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		
E5	Signature ⑤	<p>⑤ Signature The person named above consents to act as corporate director of the proposed company</p>
Signature	<p>I consent to act as director of the proposed company named in Section A1.</p> <p>Signature</p> <p>X</p>	

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Application to register a company

Part 3 Statement of capital

Does your company have share capital?

- **Yes** Complete the sections below
 → **No** Go to **Part 4 (Statement of guarantee)**.

F1**Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling
 If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**.

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
Totals				£

F2**Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies
 Please complete a separate table for each currency

Currency

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

Currency

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

F3**Totals**

Please give the total number of shares and total aggregate nominal value of
 issued share capital

Total number of shares

Total aggregate
nominal value ④

④ **Total aggregate nominal value**
 Please list total aggregate values in
 different currencies separately. For
 example: £100 + €100 + \$10 etc

① Including both the nominal value and any
 share premium

③ Number of shares issued multiplied by
 nominal value of each share

② Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation
 page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**.

Class of share

Prescribed particulars

1

1 Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars ①		<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none">a particulars of any voting rights, including rights that arise only in certain circumstances,b particulars of any rights, as respects dividends, to participate in a distribution,c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), andd whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages Please use a 'Statement of capital' (Prescribed particulars of rights attached to shares) continuation page if necessary</p>

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F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4 Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to **Part 5** (Statement of compliance)**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

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,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's detailsForename(s) **1** Christopher RajendranSurname **1** HymanAddress **2** Palm Court

4 Heron Square

Postcode T W 9 1 E W

Amount guaranteed **3** £1 ONE POUND**Subscriber's details**Forename(s) **1** Keith EdwardSurname **1** Archer-JonesAddress **2** Palm Court

4 Heron Square

Postcode T W 9 1 E W

Amount guaranteed **3** £1 ONE POUND**Subscriber's details**Forename(s) **1** Marc BrandonSurname **1** WolmanAddress **2** Palm Court

4 Heron Square

Postcode T W 9 1 E W

Amount guaranteed **3** £1 POUND

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Subscriber's details

Forename(s) ①	Giles
Surname ①	Gibbons
Address ②	Palm Court 4 Heron Square
Postcode	T W 9 1 E W
Amount guaranteed ③	£1 POUND

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

Subscriber's details

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

① Name

Please use capital letters

② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

③ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5**Statement of compliance**

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to **Section H1** (Statement of compliance delivered by the subscribers)
- Yes Go to **Section H2** (Statement of compliance delivered by an agent)

H1**Statement of compliance delivered by the subscribers ①**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

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

① Statement of compliance delivered by the subscribers
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	Farrer & Co LLP
Building name/number	66
Street	Lincoln's Inn Fields
Post town	
County/Region	London
Postcode	W C 2 A 3 L H
Country	United Kingdom
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with
Agent's signature	Signature X <i>JAMES MALONEY</i> X JAMES MALONEY - FOR AND ON BEHALF OF FARRER & CO LLP

IN01

Application to register a company

**Presenter information**

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

Contact name JEM

Company name Farrer & Co LLP

Address 66 Lincoln's Inn Fields

Post town

County/Region London

Postcode

W

C

2

A

3

L

H

Country

DX 32 Chancery Lane

Telephone +44 (0)20 3375 7000

**Certificate**

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
☐ At the agents address (Given in Section H2)

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☐ You have used the correct appointment sections
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ The document has been signed, where indicated
- ☐ All relevant attachments have been included
- ☐ You have enclosed the Memorandum of Association
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses

**How to pay**

A fee is payable on this form.

Make cheques or postal orders payable to 'Companies House'. For information on fees, go to: www.companieshouse.gov.uk

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below

The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

COMPANY NOT HAVING A SHARE CAPITAL

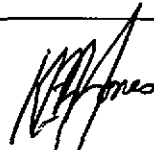
Memorandum of association of THE SERCO FOUNDATION

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

Keith Edward Archer-Jones



Giles Gibbons



Christopher Rajendran Hyman



Marc Brandon Wolman



Dated

13/12/2012

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

THE SERCO FOUNDATION

Incorporated on []

FARDM154019/14/2665335 5

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THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

THE SERCO FOUNDATION

1. NAME AND REGISTERED OFFICE

1 1 The name of the **Charity** is The Serco Foundation

1 2 The registered office of the Charity is to be in England and Wales.

2. INTERPRETATION

2 1 The interpretation provision in **Article 21** shall apply

2 2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 21

3. OBJECTS

3 1 The objects of the Charity are

- (a) for the benefit of the public the promotion and improvement of the efficiency and effectiveness of charities. in particular by the provision of advice. services and other forms of support to charities,
- (b) such other purposes for the benefit of the public as shall be exclusively charitable as the **Trustees** from time to time may determine

3.2 Nothing in these Articles shall authorise an application of the Charity's property for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects

- 4 1 to provide advice and support,
- 4 2 to enter into contracts to provide services to or on behalf of other bodies,
- 4 3 to promote or carry out research;
- 4 4 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures. conferences broadcasts or courses of instruction,
- 4 5 to publish or distribute information,
- 4 6 to co-operate or collaborate with other bodies and engage in joint ventures,
- 4 7 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions. privileges. licences and permits.

- 4 8 to support, administer or set up other charities and undertake and execute charitable trusts,
- 4 9 to raise funds (but not by means of **Taxable Trading**);
- 4 10 to take and accept any gift of money, property or other assets whether subject to any special trusts or not,
- 4 11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**),
- 4 12 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property,
- 4 13 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts),
- 4 14 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications,
- 4 15 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property.
- 4.16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity,
- 4 17 to make grants or loans of money and to give guarantees,
- 4 18 to set aside funds for special purposes or as reserves against future expenditure,
- 4 19 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.

- 4 20 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification),
- 4 21 to delegate the management of investments to a Financial Expert, but only on terms that
- (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees,
 - (b) require the Financial Expert to report every transaction to the Trustees promptly;
 - (c) require the Financial Expert to review the performance of the investments with the Trustees regularly.
 - (d) entitle the Trustees to cancel the delegation arrangement at any time.
 - (e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**,
 - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt,
 - (g) prohibit the Financial Expert from doing anything outside the powers of the Trustees,
- 4 22 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required,

- 4 23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 24 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 4 25 subject to Article 9, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers,
- 4 26 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children,
- 4 27 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated,
- 4 28 to establish or acquire subsidiary companies,
- 4 29 to pay the reasonable and proper costs of forming and administering the Charity, and
- 4 30 to do anything else within the law which promotes or helps to promote the Objects

5. THE TRUSTEES

- 5 1 The Trustees as Charity Trustees have control of the Charity and its property and funds
- 5 2 The subscribers to the **Memorandum** are the first Trustees of the Charity Thereafter the Trustees when complete shall number up to seven, at least one of

whom shall be a natural person and all of whom must be **Members**, and shall comprise the following

- (a) the **Ex Officio Trustee**,
- (b) up to three **Appointed Trustees** appointed pursuant to Article 5 3,
- (c) three **Alumni Trustees** appointed pursuant to Article 5 3

5 3 The **Appointed Trustees** and **Alumni Trustees** shall be appointed by the **Appointor** in respect of which appointments the following provisions shall apply

- (a) in respect of the **Appointed Trustees**, the **Appointor** may appoint any person employed by the **Appointor** or by any **Group Company** of the **Appointor** without further qualification,
- (b) in respect of the **Alumni Trustees**, the **Appointor** may appoint any member of the **Alumni Masters** without further qualification.
- (c) in respect of both the **Appointed Trustees** and **Alumni Trustees**, the **Appointor** shall have the power at any time to withdraw an appointment and make a replacing appointment and all such appointments and withdrawals of appointments shall be made in writing to the Charity's registered office,
- (d) in the event of removal of an **Appointed Trustee** or **Alumni Trustee** by the Charity in general meeting in accordance with the **Companies Acts**, the **Appointor** shall have a right of re-appointment provided that the person so removed shall not be re-appointment without the consent of the **Trustees**,
- (e) the provisions of Article 5 4 shall apply in respect of the terms of office of **Appointed Trustees** and **Alumni Trustees**

5 4 Subject to the withdrawal of an appointment pursuant to Articles 5 3(c) and to earlier termination under Article 5 5, **Appointed Trustees** and **Alumni Trustees** shall hold office for a period of three years Any retiring **Appointed Trustee** or **Alumni Trustee**

who remains qualified may be re-appointed but Appointed Trustees and Alumni Trustees may not normally serve for more than two consecutive terms of office. The Trustees may, in exceptional circumstances, disapply this limit where the Chairman is satisfied that it is in the best interests of the Charity to do so.

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

- (a) is disqualified under the Charities Acts from acting as a Charity Trustee.
- (b) is incapable, whether mentally or physically, of managing his or her own affairs,
- (c) is absent from four consecutive meetings of the Trustees without consent,
- (d) ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming **Membership** of the Charity before the next general meeting),
- (e) resigns by **Written** notice to the Trustees (but only if at least two Trustees will remain in office),
- (f) is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views, or
- (g) is an Appointed Trustee or Alumni Trustee and his or her appointment is withdrawn pursuant to Article 5.3(c).

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

6. PROCEEDINGS OF TRUSTEES

6.1 The Trustees must hold at least two meetings each Year.

- 6 2 A quorum at a meeting of the Trustees is three Trustees or such other number as the Trustees may from time to time decide, save that if and for so long as any Trustee is disqualified from forming part of the quorum pursuant to Article 6 10 a quorum shall be two Trustees
- 6 3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
- 6 4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 6 5 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 6 6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose
- (a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees. and
 - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 6 7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue
- 6 8 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity This duty is not infringed if
- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest,

- (b) the situation is authorised by the Trustees in accordance with Article 6 10, or
- (c) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4 24

6 9 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that

- (a) the procedure in Article 6 10 is followed,
- (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 9, and
- (c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances

6 10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

- (a) declare his interest before discussion begins on the matter,
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting,
- (d) withdraw during the vote and have no vote on the matter

6 11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

7. **POWERS OF TRUSTEES**

7 1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the **Companies Acts**, the Articles or any **Special Resolution**

7 2 Without prejudice to Article 7 1. the Trustees may

- (a) appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity,
- (b) appoint a Chairman, Treasurer and other honorary officers from among their number,
- (c) delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees).
- (d) make regulations consistent with the Articles and the Companies Acts to govern
 - (i) proceedings at general meetings,
 - (ii) proceedings at meetings of Trustees and meetings of committees, and
 - (iii) the administration of the Charity and the use of its seal (if any),
- (e) establish procedures to assist the resolution of disputes within the Charity,
- (f) exercise any powers of the Charity which are not reserved to a general meeting

- 7 3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5 2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose

8. LIFE PRESIDENT

- 8 1 The Appointor may (but shall not be obliged to) appoint any individual to act as **Life President** of the Charity for such term as the Appointor may, in its sole discretion, determine
- 8 2 In the event of an appointment being made pursuant to Article 8 1, the Appointor may, in its sole discretion, prescribe the Life President's functions in relation to the Charity (save that the Life President shall not, in that capacity, exercise control of the Charity and its property and funds)

9. BENEFITS TO MEMBERS AND TRUSTEES

- 9 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but
- (a) Members who are not Trustees may be employed by the Charity,
 - (b) Members (and Trustees) may be paid interest at a reasonable rate on money lent to the Charity.
 - (c) Members (and Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
 - (d) Members (and Trustees) who are beneficiaries may receive charitable benefits in that capacity

9 2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

- (a) as mentioned in Articles 4 24, 9 1(b), 9 1(c), 9 1(d), 9 3 or 19.
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
- (c) payment to any company in which a Trustee has no more than a 1% shareholding.
- (d) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)

9 3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if

- (a) the goods or services are actually required by the Charity,
- (b) any conflict of interests is authorised by the Trustees in accordance with Article 6 9,
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6 10.
- (d) in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).

10. **MEMBERSHIP**

10 1 The Charity must maintain a register of Members in accordance with the Companies Acts

10 2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who

(a) applies to the Charity in the form required by the Trustees, and

(b) is approved by the Trustees

10 3 The Trustees may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

10 4 Membership is terminated if the Member concerned

(a) gives Written notice of resignation to the Charity,

(b) dies or (in the case of an organisation) ceases to exist,

(c) is more than six **Months** in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due), or

(d) is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion it would be in the best interests of the Charity for the Member's Membership to be terminated (but only after notifying the Member In Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 **Clear Days** after receiving notice)

10 5 Membership of the Charity is not transferable

11. GENERAL MEETINGS

- 11 1 Members are entitled to attend general meetings personally or by proxy or (in the case of an organisation) by an **Authorised Representative**. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed
- 11 2 There is a quorum at a general meeting if the number of Members or Authorised Representatives present in person or by proxy is at least three (or one half of the Members if greater)
- 11 3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting
- 11.4 A general meeting may be called at any time by the Trustees
- 11 5 A general meeting may be called on a Written request to the Trustees from at least 5% of the Members
- 11 6 On receipt of a Written request made pursuant to Article 11 5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting

12. APPOINTMENT OF PROXIES

- 12 1 Proxies may only be validly appointed by a notice In Writing which
- (a) states the name and address of the Member 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 the Member appointing the proxy or is authenticated in such manner as the Trustees may determine.

- (d) is delivered to the Charity in accordance with Article 16 4.
 - (e) is received by the Charity at least 24 hours before the meeting to which it relates
- 12 2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes
- 12 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
- 12 4 Unless a proxy notice indicates otherwise, it should be treated as
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting,
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 12 5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 16 4, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates

13. VOTING AT GENERAL MEETINGS

- 13 1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded
- 13 2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast
- 13 3 Subject to Article 13 4, every Member present in person or by proxy or through an Authorised Representative) has one vote on each issue

- 13 4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands
- 13 5 A poll on a resolution may be demanded
- (a) in advance of the general meeting where it is to be put to the vote, or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 13 6 A poll may be demanded by
- (a) the chairman of the meeting,
 - (b) any Trustee,
 - (c) two or more persons having the right to vote on the resolution, or
 - (d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution
- 13 7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal
- 13 8 Polls must be taken immediately and in such manner as the chairman of the meeting directs

14. WRITTEN RESOLUTIONS

- 14 1 Subject to Article 14 2, 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 copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement. In the case of a Member that is an organisation, its Authorised Representative may signify agreement.

14.2 The following may not be passed as a written resolution

- (a) a resolution to remove a Trustee before his period of office expires, and
- (b) a resolution to remove an auditor before his period of office expires

15. **RECORDS & ACCOUNTS**

15.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

- (a) annual reports,
- (b) annual returns, and
- (c) annual statements of account

15.2 The Trustees must keep proper records of

- (a) all resolutions of Members passed otherwise than at a general meeting,
- (b) all proceedings at general meetings,

- (c) all proceedings at meetings of the Trustees,
- (d) all reports of committees, and
- (e) all professional advice obtained

15 3 The records referred to in Articles 15 2(a), 15 2(b) and 15 2(c) must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant

15 4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide

15 5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs

16. **COMMUNICATION WITH MEMBERS**

16 1 The Charity may validly send or supply any document (including any notice) or information to a Member

- (a) by delivering it by hand to the address recorded for the Member in the register of Members,
 - (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members,
 - (c) by fax to a fax number notified by the Member In Writing,
 - (d) by electronic mail to an email address notified by the Member In Writing,
- or

- (e) by means of a website the address of which has been notified to the Member In Writing,

in accordance with the provisions of the Companies Acts

16 2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,
- (b) two Clear Days after being sent by first class post to the relevant address,
- (c) three Clear Days after being sent by second class or overseas post to the relevant address,
- (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with the Companies Acts),
- (e) on being handed to the Member (or, in the case of a Member organisation, its Authorised Representative) personally, or if earlier
- (f) as soon as the Member acknowledges actual receipt

16 3 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

16 4 Members may validly send any notice or document to the Charity

- (a) by post to
 - (i) the Charity's registered office, or
 - (ii) any other address specified by the Charity for such purposes.

- (b) to any fax number or email address provided by the Charity for such purposes

17. DISPUTES

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation

18. GUARANTEE

18 1 The liability of Members is limited

18 2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member

19. INDEMNITY

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity

20. WINDING UP

20 1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (b) directly for the Objects or charitable purposes within or similar to the Objects,
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance

20 2 A final report and statement of account must be sent to the Commission.

21. **INTERPRETATION**

21 1 In the Articles

Alumni Masters means a group of individuals who have retired from senior positions within the Appointor and its Group Companies and who are neither employed by nor owe any fiduciary duty to the Appointor but who, from time to time, may provide services to the Appointor,

Alumni Trustee means a member of the Alumni Masters appointed as a Trustee pursuant to Article 5 3,

Appointed Trustee means any person employed by the Appointor or by any Group Company of the Appointor appointed as a Trustee pursuant to Article 5 3,

Appointor means Serco Group plc (company number 02048608) or any successor body substantially succeeding to its functions in the event that the same shall be superseded, reconstituted or renamed;

Articles	means these articles of association.
Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it. or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement),
Authorised Representative	means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles.
Chairman	means the chairman of the Trustees.
Charities Acts	means the Charities Acts 1992 to 2011,
Charity	means the company governed by the Articles.
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act 2011,
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect,
Commission	means the Charity Commission for England and Wales.
Companies Acts	means the Companies Acts 1985 to 2006,

Ex Officio Trustee	means, unless that person has been removed from office as a Trustee pursuant to Article 5 5, the chief executive officer for the time being of the Appointor,
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment,
Group Company	has the meaning prescribed by section 479 of the Companies Act 2006,
Life President	means such person (if any) appointed as life president of the Charity pursuant to Article 8,
Material Benefit	means a benefit which may or may not be financial but which has a monetary value,
Member and Membership	refer to membership of the Charity,
Memorandum	means the Memorandum of Association of the Charity,
Month	means calendar month,
Objects	means the objects of the Charity set out in Article 3,
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority,

Person Connected To A Trustee means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee, (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a). (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b). (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),

Personal Interest means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance,

Properly Incurred means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity,

Relevant Liability means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

(a) to pay a criminal fine,

(b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising),

(c) for defending criminal proceedings in which he is convicted,

(d) for defending civil proceedings in which judgment is given against him;

(e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief.

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity,

Secretary

means the Secretary of the Charity,

Special Resolution

means a resolution of the Members that is passed by a majority of 75% or more,

Taxable Trading

means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax,

Trustee

means a director of the Charity and **Trustees** means all of the directors,

Written or In Writing

refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail,

Year

means calendar year

- 21.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles
- 21.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it
- 21.4 References to one gender shall include any other gender
- 21.5 Articles 3, 4, 24, 9 and 20 must not be changed without the prior Written authorisation of the Commission
- 21.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity