



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
COMMUNITY INTEREST COMPANY**

Company Number **11787070**

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

DEVELOPMENT MANAGEMENT ASSOCIATES CIC

is this day incorporated under the Companies Act 2006 as a Community Interest Company; is a private company, that the company is limited by shares; and the situation of the registered office is in England and Wales



N11787070I

Given at Companies House on **24th January 2019**.



Companies House



17/35
IN01

Application to register a company



Companies House

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 register
a limited liability partnership. To do
this, please use form LL IN. Do not
use this form if any individual with
significant control is a director or
has applied for protection against
having their details disclosed in the
public register. Contact us at
companieshouse.gov.uk to get a
separate form.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk



A11 *A7XFBV51D* #65
COMPANIES HOUSE

A09 *A7WNQIUZ* #40
COMPANIES HOUSE

Part 1 Company details

A1 Company name

Check if a company name is available by using our name availability search:

www.companieshouse.gov.uk/info

Please show the proposed company name below.

Proposed company
name in full ①

Development Management Associates CIC

For official use

11757075

→ **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 at:
www.gov.uk/companieshouse

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 at:
www.gov.uk/companieshouse

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 or private
companies that are charities are
eligible to apply for this. For more
details, please go to our website:
www.gov.uk/companieshouse

IN01

Application to register a company

A4

Company type¹

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

¹ Company type

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

A5

Principal business activity

Please show the trade classification code number(s) for the principal activity or activities. ²

| | | | | | |
|-----------------------|---|---|---|---|---|
| Classification code 1 | 7 | 0 | 2 | 2 | 9 |
| Classification code 2 | | | | | |
| Classification code 3 | | | | | |
| Classification code 4 | | | | | |

If you cannot determine a code, please give a brief description of the company's business activity below:

Principal activity description

| |
|--|
| |
| |
| |
| |
| |

² Principal business activity

You must provide a trade classification code (SIC code 2007) or a description of your company's main business in this section.

A full list of the trade classification codes is available on our website: www.gov.uk/companieshouse

A6

Situation of registered office ³

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

³ 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.

IN01

Application to register a company

A7

Registered office address ①

Please give the registered office address of your company.

| | |
|----------------------|--------------------------|
| Building name/number | 1A |
| Street | Mongers Lane Barcombe |
| Post town | Lewes |
| County/Region | East Sussex |
| Postcode | B N 8 5 B G |

① Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A6.

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.

A8

Articles of association ②

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.

② For details of which company type can adopt which model articles, please go to our website:
www.gov.uk/companieshouse

A Community Interest Company (CIC) cannot adopt model articles. If you are incorporating a CIC you must tick option 3 and attach a copy of the bespoke articles.

A9

Restricted company articles ③

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

☐

③ Restricted company articles

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

IN01

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-C4.

| | |
|------------------|-----------------|
| Title* | Mr |
| Full forename(s) | Nicholson James |
| Surname | Hall |
| Former name(s) ② | |

① Corporate appointments

For corporate secretary appointments, please complete section C1-C4 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 (including maiden or married names) which have been used for business purposes in the last 20 years.

B2**Secretary's service address ③**

| | |
|----------------------|--------------------------|
| Building name/number | 1A |
| Street | Mongers Lane Barcombe |
| Post town | Lewes |
| County/Region | East Sussex |
| Postcode | B N 8 5 B G |
| Country | UK |

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.

Application to register a company

D1 Director appointments ①

| | |
|---|---|
| Title* | Mr |
| Full forename(s) | Nicholson James |
| Surname | Hall |
| Former name(s) ^② | |
| Country/State of residence ^③ | UK |
| Nationality | British |
| Month/year of birth ^④ | <div>X</div> <div>X</div> <div>0</div> <div>1</div> <div>1</div> <div>9</div> <div>5</div> <div>3</div> |
| Business occupation (if any) ^⑤ | Consultant |

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

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

| | | | | | | | | | | |
|----------------------|------------------------|--|--|--|--|--|--|--|--|--|
| Building name/number | TAMA House | | | | | | | | | |
| Street | Off Independence Drive | | | | | | | | | |
| | Capital City | | | | | | | | | |
| Post town | Lilongwe | | | | | | | | | |
| County/Region | | | | | | | | | | |
| Postcode | 3 | | | | | | | | | |
| Country | Malawi | | | | | | | | | |

- 6 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.

IN01

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**Statement of capital**

Complete the table(s) below to show the share capital.

Complete a separate table for each currency (if appropriate). For example, add pound sterling in 'Currency table A' and Euros in 'Currency table B'.

Continuation pages

Please use a continuation page if necessary.

| Currency Complete a separate table for each currency | Class of shares E.g. Ordinary/Preference etc. | Number of shares | Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value | Total aggregate amount to be unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium |
|---|--|------------------------|---|--|
| Currency table A | | | | |
| £ | Ordinary | 1 | £1 | |
| | | | | |
| | | | | |
| Totals | | 1 | £1 | £0 |
| Currency table B | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | | | | |
| Currency table C | | | | |
| | | | | |
| | | | | |
| | | | | |
| Totals | | | | |
| Totals (including continuation pages) | | Total number of shares | Total aggregate nominal value ❶ | Total aggregate amount unpaid ❶ |
| | | 1 | £1 | £0 |

❶ Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.

F2

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 **Section F1**.

Class of share

Ordinary

Prescribed particulars

1

All rights attached, each share is entitled to one vote in any circumstances, is entitled pari passu to dividend payments or any other distribution and is entitled pari passu to participate in a distribution from a winding up of the company

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.

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.

IN01

Application to register a company

F3

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) to be unpaid on each share (including the nominal value and any share premium) | Amount to be paid on each share (including the nominal value and any share premium) |
|--|----------------|------------------|----------|-----------------------------|--|---|
| Name Nicholson J Hall | Ordinary | 1 | £ | £1 | £0 | £1 |
| Address 1A Mongers Lane Barcombe Lewes East Sussex BN8 5BG UK | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| Name | | | | | | |
| Address | | | | | | |
| Name | | | | | | |
| Address | | | | | | |

Part 5**People with significant control (PSC)**

Use this Part to tell us about people with significant control or registrable relevant legal entities in respect of the company. Do not use this Part to tell us about any individual people with significant control whose particulars must not be disclosed on the public record. You must use a separate form, which you can get by contacting us enquiries@companieshouse.gov.uk

If on incorporation there will be someone who will count as a person with significant control (either a registrable person or registrable relevant legal entity (RLE)) in relation to the company, tick the box in H1 and complete any relevant sections. If there will be no registrable person or RLE tick the box in H2 and go to **Part 6 Election to keep information on the public register.**

H1**Statement of initial significant control ¹**

- ☒ On incorporation, there will be someone who will count as a person with significant control (either a registrable person or registrable RLE) in relation to the company.

¹ Statement of initial significant control

If there will be a registrable person (which includes 'other registrable persons') or RLE, please complete the appropriate details in sections H, I & J

Please use the PSC continuation pages if necessary

H2**Statement of no PSC**

(Please tick the statement below if appropriate)

- ☐ The company knows or has reason to believe that there will be no person with significant control (either a registrable person or RLE) in relation to the company

IN01

Application to register a company

Individual PSC

H3

Individual's details

Use sections H3-H9 as appropriate to tell us about individuals with significant control who are registrable persons and the nature of their control in relation to the company

Title* Mr

Full forename(s) Nicholson James

Surname Hall

Country/State of residence^① UK

Nationality British

Month/year of birth^② X X 0 1 1 9 5 3

① Country/State of residence

This is in respect of the usual residential address as stated in section H6.

② Month and year of birth

Please provide month and year only.

H4

Individual's service address^①

Please complete the individual's service address below. You must also complete the individual's usual residential address in Section H6.

Building name/number TAMA House

Street Off Independence Drive

Post town Lilongwe

County/Region

Postcode 3

Country Malawi

① Service address

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

If you provide the individual's residential address here it will appear on the public record.

H7

Nature of control for an individual^①

Please indicate how the individual is a person with significant control over the company

Ownership of shares

The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☒ 75% or more

Ownership of voting rights

The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☒ 75% or more

Ownership of right to appoint/remove directors

- ☒ The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company

Significant influence or control (Only tick if none of the above apply)

- ☐ The individual has the right to exercise, or actually exercises, significant influence or control over the company

① Tick each that apply.

H8

Nature of control by a firm over which the individual has significant control^①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and:

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

① Tick each that apply.

H9

Nature of control by a trust over which the individual has significant control ①

The individual has the right to exercise or actually exercises significant influence or control over the activities of a trust and:

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one):

- ☐ more than 25% but not more than 50%
- ☐ more than 50% but less than 75%
- ☐ 75% or more

- ☐ the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company

- ☐ the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company

① Tick each that apply.

Part 6 Election to keep information on the public register (if applicable)

The subscribers of a private company can agree to elect to keep certain information on the public register at Companies House, rather than keeping their own registers. Tick the appropriate box to show which information the subscribers are electing to keep on the public register. If the subscribers have *not* agreed to keep any of this information on the public register, go to Part 7 Consent to Act

K1

Election to keep secretaries' register information on the public register ^①

☒ All subscribers elect to keep secretaries' register information on the public register

^① only applies if the proposed company will have a secretary.

K2

Election to keep directors' register information on the public register

IMPORTANT:

If the subscribers elect to keep this information on the public register, everyone who is an individual director while the election is in force will have their full date of birth available on the public record ^②

☒ All subscribers elect to keep directors' register information on the public register

^② If the subscribers don't make this election, only the month and year of birth will be available on the public record.

K3

Election to keep directors' usual residential address (URA) register information on the public register

If the subscribers elect to keep this information on the public register, the URA will **not** be publicly available

☒ All subscribers elect to keep directors' URA register information on the public register.

K4

Election to keep members' register information on the public register

IMPORTANT:

If the subscribers elect to keep this information on the public register, everyone who is a member while the election is in place will have their name and address available on the public record

☒ All subscribers elect to keep members' register information on the public register

☒ The company will be a single member company (Tick if applicable).

K5

Election to keep PSC register information on the public register

IMPORTANT:

If the subscribers elect to keep this information on the public register, everyone who is an individual PSC while the election is in force will have their full date of birth available on the public record ^③

☒ All subscribers elect to keep PSC register information on the public register

☒ No objection was received by the subscribers from any eligible person ^④ within the notice period before making the election.

^③ If the subscribers don't make this election, only the month and year of birth will be available on the public record.

^④ Eligible person

An eligible person is a person whose details would have to be entered in the company's PSC register

IN01

Application to register a company

Part 7 **Consent to act****L1** **Consent statement**

Please tick the box to confirm consent.

- ☒ The subscribers confirm that each of the persons named as a director or secretary has consented to act in that capacity.

Part 8 **Statement about individual PSC particulars****M1** **Particulars of an individual PSC ^①**

Please tick the box to confirm.

- ☒ The subscribers confirm that each person named in this application as an individual PSC knows that their particulars are being supplied as part of this application.

^① Only tick this if you have completed details of one or more individual PSCs in sections H3-H9

Part 9 **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 N1** (Statement of compliance delivered by the subscribers).
- **Yes** Go to **Section N2** (Statement of compliance delivered by an agent).

N1 **Statement of compliance delivered by the subscribers ^②**

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.

^② **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

(Nicholson J. Hall)

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

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.

The Companies Act 2006

Community Interest Company Limited by Shares

Memorandum of Association

of

Development Management Associates CIC

The Companies Act 2006
Community Interest Company Limited by Shares
Memorandum of Association
of
Development Management Associates CIC

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 and to take at least one share.

Name of each subscriber

Authentication by each subscriber

Nicholson J Hall
14th January 2019



The Companies Act 2006

Community Interest Company Limited by Shares

Articles of Association
of
Development Management Associates CIC

(CIC Limited by Shares, Schedule 3, Small Membership)

**The Companies Act 2006
Community Interest Company Limited by Shares**

INDEX TO THE ARTICLES

| | |
|---|----------|
| INTERPRETATION | 1 |
| 1. Defined terms | 1 |
| COMMUNITY INTERST COMPANY AND ASSET LOCK | 1 |
| 2. Community Interest Company | 1 |
| 3. Asset Lock | 1 |
| 4. Not for profit | 2 |
| OBJECTS, POWERS AND LIMITATION OF LIABILITY | 2 |
| 5. Objects | 2 |
| 6. Powers | 2 |
| 7. Liability of shareholders | 2 |
| DIRECTORS..... | 3 |
| DIRECTORS' POWERS AND RESPONSIBILITIES | 3 |
| 8. Directors' general authority | 3 |
| 9. Shareholders' reserve power..... | 3 |
| 10. Chair | 3 |
| 11. Directors may delegate | 3 |
| DECISION-MAKING BY DIRECTORS | 4 |
| 12. Directors to take decisions collectively | 4 |
| 13. Calling a Directors' meeting..... | 4 |
| 14. Participation in Directors' meetings..... | 4 |
| 15. Quorum for Directors' meetings | 5 |
| 16. Chairing of Directors' meetings..... | 5 |
| 17. Voting | 5 |
| 18. Decisions without a meeting..... | 5 |
| 19. Conflicts of interest | 6 |
| 20. Directors' power to authorise a conflict of interest..... | 6 |
| 21. Register of Directors' interests | 7 |
| APPOINTMENT AND RETIREMENT OF DIRECTORS..... | 7 |
| 22. Methods of appointing Directors | 7 |
| 23. Termination of Director's appointment..... | 7 |
| 24. Directors' remuneration..... | 8 |
| 25. Directors' expenses | 8 |
| SHARES..... | 9 |
| 26. All shares to be fully paid up and issued at nominal value to a Director..... | 9 |
| 27. Powers to issue different classes of share..... | 9 |
| 28. Company not bound by less than absolute interests..... | 9 |
| 29. Share certificates | 9 |
| 30. Replacement share certificates..... | 10 |
| 31. Share transfers..... | 10 |
| 32. Purchase of own shares..... | 11 |
| 33. Transmission of shares | 11 |
| 34. Exercise of transmittes' rights..... | 11 |
| 35. Transmittes bound by prior notices | 11 |

| | |
|--|-----------|
| DIVIDENDS AND OTHER DISTRIBUTIONS | 12 |
| 36. Procedure for declaring dividends..... | 12 |
| 37. Payment of dividends and other distributions..... | 12 |
| 38. No interest on distributions..... | 13 |
| 39. Unclaimed distributions..... | 13 |
| 40. Non-cash distributions..... | 13 |
| 41. Waiver of distributions | 14 |
| CAPITALISATION OF PROFITS..... | 14 |
| 42. Authority to capitalise and appropriation of capitalised sums..... | 14 |
| DECISION-MAKING BY SHAREHOLDERS | 15 |
| 43. Shareholders Meetings | 15 |
| WRITTEN RESOLUTIONS | 15 |
| 44. Written resolutions | 15 |
| ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS..... | 16 |
| 45. Means of communication to be used..... | 16 |
| 46. Irregularities..... | 17 |
| 47. Minutes | 17 |
| 48. Records and accounts | 17 |
| 49. Indemnity..... | 17 |
| 50. Insurance..... | 18 |
| 51. Exclusion of model articles..... | 18 |
| SCHEDULE | 19 |

The Companies Act 2006

Articles of Association

of

Development Management Associates CIC

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule to the Articles

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company shall be a community interest company

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body;
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body;
- (c) the payment of dividends in respect of shares in the Company;
- (d) the distribution of assets on a winding up;
- (e) payments on the redemption or purchase of the Company's own shares;
- (f) payments on the reduction of share capital; and
- (g) the extinguishing or reduction of the liability of shareholders in respect of *share capital not paid up on the reduction of share capital*.

3.3 The conditions are that the transfer of:

- (a) assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company; and

- (b) must not exceed any limits imposed by, or by virtue of, Part 2 of the Companies (Audit, Investigations and Community Enterprise) Act 2004.

3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

3.5 For the purposes of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4:

Name.

Charity Registration Number (if applicable)

Company Registration Number (if applicable)

Registered Office

4. Not for profit

The Company is not established or conducted for private gain; any surplus or assets are used principally for the benefit of the community

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the people of Malawi and in particular (without limitation) to provide consulting services to particular Malawi-based institutions and activities with the intention of enhancing the development of Malawi.

6. Powers

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. Liability of shareholders

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9. Shareholders' reserve power

- 9.1 The shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

10. Chair

The Directors may appoint one of their number to be the chair of the Directors for such term of office as they may determine and may at any time remove him or her from office.

11. Directors may delegate

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decision or day to day management of the affairs of the Company.
 - (a) to such person or committee;
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;as they think fit.
- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18. [In the event of the Company having only one Director, a majority decision is made when that single Director makes a decision.]

13. Calling a Directors' meeting

13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

13.2.1 all the Directors agree; or

13.2.2 urgent circumstances require shorter notice

13.3 Notice of Directors' meetings must be given to each Director.

13.4 Every notice calling a Directors' meeting must specify:

13.4.1 the place, day and time of the meeting; and

13.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

13.5 Notice of Directors' meetings need not be in writing.

13.6 Notice of Directors' meetings may be sent by electronic means to an Address provided by the Director for the purpose.

14. Participation in Directors' meetings

14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when.

14.1.1 the meeting has been called and takes place in accordance with the Articles; and

14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

14.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

15. Quorum for Directors' meetings

- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is [two].
- 15.3 If the total number of Directors for the time being is less than the quorum required, *the Directors must not take any decision other than a decision:*
 - 15.3.1 to appoint further Directors; or
 - 15.3.2 to call a general meeting so as to enable the shareholders to appoint further Directors

16. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting

17. Voting

- 17.1 Questions arising at a Directors' meeting shall be decided by a majority of votes
- 17.2 In all proceedings of directors each director must not have more than one vote
- 17.3 In case of an equality of votes, the Chair shall have a second or casting vote

18. Decisions without a meeting

- 18.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in writing.
- 18.2 A decision which is made in accordance with Article 18.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
 - 18.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
 - 18.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 18.2;

18.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

18 2.4 the Recipient must prepare a minute of the decision in accordance with Article 47.

19. Conflicts of interest

19.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

19.2 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:

19.2.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

19 2.2 not be counted in the quorum for that part of the meeting; and

19.2.3 withdraw during the vote and have no vote on the matter.

19 3 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors

19 4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

20. Directors' power to authorise a conflict of interest

20.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

20.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19 3;

20 1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum,

20.1 3 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation, and

20 2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 20.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from

meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed

- 20.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 20.1 (subject to any limits or conditions to which such approval was subject).

21. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. 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.

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. Methods of appointing Directors

- 22.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.
- 22.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors
- 22.3 Each member of the company shall be a Director.

23. Termination of Director's appointment

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office,
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect), or

- (f) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason
- (g) the Director ceases to be a member.

24. Directors' remuneration

- 24.1 Directors may undertake any services for the Company that the Directors decide.
- 24.2 Subject to the Articles, and in particular Article 3, Directors are entitled to such remuneration as the Directors determine:
 - (a) for their services to the Company as Directors; and
 - (b) for any other service which they undertake for the Company.
- 24.3 Subject to the Articles, and in particular Article 3, a Director's remuneration may:
 - (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director
- 24.4 *Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.*
- 24.5 *Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.*

25. Directors' expenses

- 25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - (a) meetings of Directors or committees of Directors;
 - (b) general meetings; or
 - (c) separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

SHARES

26. All shares to be fully paid up and issued at nominal value to a Director

- 26.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- 26.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's Memorandum.
- 26.3 No share shall be issued to a person except a Director.

27. Powers to issue different classes of share

- 27.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 27.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

28. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it

29. Share certificates

- 29.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds
- 29.2 Every certificate must specify:
 - (a) in respect of how many shares, of what class, it is issued;
 - (b) *the nominal value of those shares;*
 - (c) that the shares are fully paid, and
 - (d) any distinguishing numbers assigned to them.
- 29.3 No certificate may be issued in respect of shares of more than one class.
- 29.4 If more than one person holds a share, only one certificate may be issued in respect of it.
- 29.5 Certificates must
 - (a) have affixed to them the Company's common seal, or

(b) be otherwise executed in accordance with the Companies Acts.

30. Replacement share certificates

30.1 If a certificate issued in respect of a shareholder's shares is.

(a) damaged or defaced; or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

30.2 A shareholder exercising the right to be issued with such a replacement certificate

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced, and

(c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

31. Share transfers

31.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor

31.2 No fee may be charged for registering any instrument of transfer or other Document relating to or affecting the title to any share

31.3 The Company may retain any instrument of transfer which is registered.

31.4 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it.

31.5 The Directors may refuse to register the transfer of a share to a person of whom they do not approve

31.6 They may also refuse to register the transfer unless it is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and by such other information, as they may reasonably require.

31.7 If the Directors refuse to register such a transfer, they shall, within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal

- 31.8 The provisions of this Article apply in addition to any restrictions on the transfer of a share which maybe set out elsewhere in the Memorandum or Articles of the Company.

32. Purchase of own shares

Subject to the articles, the company may purchase its own shares (including any redeemable shares) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares. Any share so purchased shall be purchased at its nominal value.

33. Transmission of shares

- 33.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share

- 33.2 A transmittee who produces such evidence of entitlement to shares as the Directors may properly require

(a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person; and

(b) subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had

- 33.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

34. Exercise of transmittees' rights

- 34.1 Transmittees who wish to become the holders of shares to which they have become entitled must notify the Company in Writing of that wish.

- 34.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

- 34.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

35. Transmittees bound by prior notices

- 35.1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name has been entered in the register of shareholders.

DIVIDENDS AND OTHER DISTRIBUTIONS

36. Procedure for declaring dividends

- 36.1 Subject to the Companies Acts, the Regulations and the Articles, the company may by ordinary resolution declare dividends, and the directors may, provided that such decision is authorised by an ordinary resolution of the shareholders, decide to pay interim dividends
- 36.2 For the avoidance of doubt the payment of dividends shall be considered to be a transfer of assets other than for full consideration and shall not be permitted other than in the circumstances prescribed in Article 3
- 36.3 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends.
- 36.4 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- 36.5 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 36.6 Unless the shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.
- 36.7 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.
- 36.8 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment
- 36.9 If the Directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

37. Payment of dividends and other distributions

- 37.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account indicated by the distribution recipient either in Writing or as the Directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered Address (if the distribution recipient is a holder of the share), or (in any other case) to an Address indicated by the distribution recipient either in Writing or as the Directors may otherwise decide,

- (c) sending a cheque made payable to such person by post to such person at such Address as the distribution recipient has indicated either in Writing or as the Directors may otherwise decide; or
- (d) any other means of payment as the Directors agree with the distribution recipient either in Writing or by such other means as the Directors decide.

37.2 In the Articles, “the distribution recipient” means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

38. No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

39. Unclaimed distributions

39.1 All dividends or other sums which are.

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

39.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

39.3 If

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

40. Non-cash distributions

- 40.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company).
- 40.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

41. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in Writing to that effect, but if:

- (a) the share has more than one holder, or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

42. Authority to capitalise and appropriation of capitalised sums

- 42.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- 42.2 Capitalised sums must be applied:
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them

- 42.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 42.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 42.5 Subject to the Articles the Directors may
- (a) apply capitalised sums in accordance with Articles 42.3 and 42.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

DECISION-MAKING BY SHAREHOLDERS

43. Shareholders Meetings

- 43.1 The Directors may call a general meeting at any time.
- 43.2 General meeting must be held in accordance with the provisions regarding such meetings in the Companies Act.
- 43.3 A person who is not a shareholder of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures
- 43.4 Article 43.3 shall not prevent a person who is a proxy for a shareholder or a duly authorised representative of a shareholder from voting at a general meeting of the Company

WRITTEN RESOLUTIONS

44. Written resolutions

- 44.1 Subject to Article 44.3, a written resolution of the Company passed in accordance with this Article 44 shall have effect as if passed by the Company in general meeting:
- 44.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible shareholders
 - 44.1.2 A written resolution is passed as a special resolution if it is passed by shareholders representing not less than 75% of the total voting rights of eligible shareholders. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

- 44.2 In relation to a resolution proposed as a written resolution of the Company the eligible shareholders are the shareholders who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 44.3 A shareholders' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 44.4 A copy of the written resolution must be sent to every shareholder together with a statement informing the shareholder how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts
- 44.5 A shareholder signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 44.5.1 If the Document is sent to the Company in hard copy form, it is authenticated if it bears the shareholder's signature.
- 44.5.2 If the Document is sent to the Company by electronic means, it is authenticated [if it bears the shareholder's signature] or [if the identity of the shareholder is confirmed in a manner agreed by the Directors] or [if it is accompanied by a statement of the identity of the shareholder and the Company has no reason to doubt the truth of that statement] or [if it is from an email Address notified by the shareholder to the Company for the purposes of receiving Documents or information by electronic means].
- 44.6 A written resolution is passed when the required majority of eligible shareholders have signified their agreement to it.
- 44.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

45. Means of communication to be used

- 45.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles 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 Company.
- 45.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with 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
- 45.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours

46. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

47. Minutes

47.1 The Directors must cause minutes to be made in books kept for the purpose:

47.1.1 of all appointments of officers made by the Directors,

47.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

47.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any shareholder or Director of the Company, be sufficient evidence of the proceedings

47.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

48. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a shareholders' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

48.1 annual reports;

48.2 annual returns, and

48.3 annual statements of account.

48.4 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member

49. Indemnity

49.1 Subject to Article 49.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

49.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

49.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

50. Insurance

50.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

50.2 In this Article:

- (a) a "relevant Director" means any Director or former Director of the Company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

51. Exclusion of model articles

The relevant model articles for a company limited by shares are hereby expressly excluded

SCHEDULE

INTERPRETATION

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

| Term | Meaning |
|-------------------------------|--|
| “Address” | includes a number or address used for the purposes of sending or receiving Documents by Electronic Means; |
| “Articles” | means the Company’s articles of association; |
| “asset-locked body” | means (i) a community interest Company or a charity or a Permitted Industrial and Provident Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those, |
| “bankruptcy” | includes individual insolvency proceedings in a <i>jurisdiction other than England and Wales or Northern Ireland</i> which have an effect similar to that of bankruptcy; |
| “Chair” | has the meaning given in Article 10; |
| “Circulation Date” | in relation to a written resolution, has the meaning given to it in the Companies Acts, |
| “Clear Days” | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| “community” | is to be construed in accordance with the section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004; |
| “Companies Acts” | means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company, |
| “Company” | Development Management Associates CIC; |
| “Conflict of Interest” | any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that |

| | |
|---|--|
| | conflicts or might conflict with the interests of the Company; |
| “Director” | means a director of the Company, and includes any person occupying the position of director, by whatever name called; |
| “distribution recipient” | has the meaning given in Article 37; |
| “Document” | includes, unless otherwise indicated, any document sent or supplied in Electronic Form; |
| “Electronic Form and Electronic Means” | have the meanings respectively given to them in section 1168 of the Companies Act 2006; |
| “fully paid” | in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company; |
| “Hard Copy Form” | has the meaning given in section 1168 of the Companies Act 2006; |
| “holder” | in relation to shares means the person whose name is entered in the register of shareholders as the holder of the shares; |
| “instrument” | means a document in Hard Copy Form, |
| “Memorandum” | the Company’s memorandum of association, |
| “paid” | means paid or credited as paid; |
| “participate” | in relation to a Directors’ meeting, has the meaning given in Article 14; |
| “Permitted Industrial and Provident Society” | means an industrial and provident society which has a restriction on the use of its assets in accordance with regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006; |
| “the Regulations” | means the Community Interest Company Regulations 2005 (as amended); |
| “the Regulator” | means the Regulator of Community Interest Companies, |
| “Secretary” | the secretary of the Company (if any); |

| | |
|----------------------|--|
| “shareholder” | means a person who is the holder of a share, |
| “shares” | means shares in the Company; |
| “specified” | means specified in the memorandum or articles of association of the Company for the purposes of this paragraph; |
| “subsidiary” | has the meaning given in section 1159 of the Companies Act 2006; |
| “transfer” | includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property, |
| “transmittee” | means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and |
| “Writing” | means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.

Please ensure this form is placed at the top of your application when posted to Companies House and the company name is consistent throughout all documents.

CIC 36

Declarations on Formation of a Community Interest Company

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

Company Name in full

Development Management Associates CIC

SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries

1. I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community.

The company's activities will provide benefit to ...

The people of Malawi (one of the world's poorest countries) through the company's support to particular Malawi-related *institutions* and *activities* with the intention of enhancing the 'development of Malawi', which means improving outcomes for the people of Malawi in areas such as governance, health, education, enterprise/economy and environment.

The institutions and activities that the company supports (in order to enhance the development of Malawi) include:

- a. parts of the Government of Malawi and various Malawian non-profit organisations that are working towards the development of Malawi;
- b. various international aid agencies whose resources are intended to enhance the development of Malawi; and
- c. the activities of other Malawian and non-Malawian individuals and groups whose intention is to support the development of Malawi.

COMPANY NAME

Development Management Associates CIC

SECTION B: Community Interest Statement – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your proposed company is eligible to become a community interest company. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

| Activities | How will the activity benefit the community? |
|--|---|
| <p>The company will take over the activities of a <i>previous company</i> that has been providing consulting services that contribute towards the development of Malawi. The <i>previous company</i>, which was called <i>Development Management Associates Limited</i> (known as 'DMA'), was registered in Jersey in 1991 and was dissolved on 21st December 2018 with the intention that its activities would be taken over by the proposed company, shortly thereafter.</p> <p>DMA has always been providing consultancy services that contribute to the development of Malawi. In recent years, the company has become less profitable for the current director/owner, especially as a higher proportion of DMA's consulting income has been spent on sub-contracted Malawian consultants and as a higher proportion of the director/owner's time has been spent doing <i>pro bono</i> work. This gradual change has enabled recognition that the main purpose of the consulting services of DMA had been to further the interests of the community it serves, i.e. the people of Malawi. So it would inaccurate to describe its purpose as having been for individual or personal gain, such as may be implied by a normal limited liability company, especially one registered in Jersey.</p> | <p>The benefit of the work of DMA to the people of Malawi can be summarised as enhancing 'aid effectiveness'. This means advising and helping stakeholders so that more of the \$1 billion of aid spent for Malawi by international aid organisations each year leads to the development of Malawi. It is noted that much historic aid has not had this intended impact, despite the intended purpose of the aid.</p> |
| The type of activities that the company will be doing and how those activities will benefit the community are illustrated by the activities on the Continuation Sheet | |

COMPANY NAME

Development Management Associates CIC

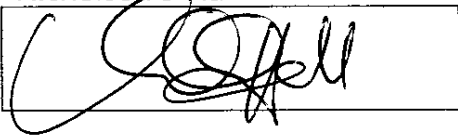
SECTION C:

1. I, the undersigned, declare that the company in respect of which this application is made will not be:

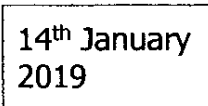
- (a) a political party;
- (b) a political campaigning organisation; or
- (c) a subsidiary of a political party or of a political campaigning organisation.

SECTION D:

Each person who will be a first director of the company must sign the declarations.

Signed 

Nicholson J Hall

Date 

CIC36/CIC37

Continuation sheet

COMPANY NAME

Development Management Associates CIC

SECTION B: COMPANY ACTIVITIES – CONTINUATION SHEET

Please indicate how it is proposed that the company's activities will benefit the community (or a section of the community). Please provide as much detail as possible to enable the Regulator to make a properly informed decision about whether your company is eligible to be a community interest company. We would find it useful if you brought out how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

| Activities | How will the activity benefit the community? |
|---|--|
| Provide consultancy services to the Government of Malawi and to various Malawian non-profit organisations, either directly or through international aid agencies. | <p>The intent is that each organisation supported with consultancy advice is enabled to make better use of aid resources provided to Malawi by international aid agencies, so that outcomes for the people of Malawi, in areas such as governance, health, education, enterprise/economy and environment, are improved.</p> <p>For example, the company might provide guidance to the Malawi Ministry of Health on how to reduce theft of medical supplies, so that the people of Malawi may have access to more medicines.</p> |
| Provide consultancy services to international aid agencies | <p>The intent is that each agency supported with consultancy advice is enabled to improve the planning and use of the resources it provides to Malawi so that the outcomes for the people of Malawi, in areas such as governance, health, education, enterprise/economy and environment, are improved.</p> <p>For example, the company might support the UK Government's Department for International Development to develop a plan of how to invest UK aid resources over the next four years in support of the Malawi Government's provision of free primary education, in such a way that literacy levels of Malawians are increased.</p> |

| | |
|--|---|
| <p>Provide paid advice to international individuals and organisations that are starting operations in Malawi</p> | <p>The company will contract advisers with experience of how to 'do business' in Malawi, i.e. what works well and what may fail to work well. These advisers will have the ability to help newcomers to Malawi (ones that have resources to invest on behalf of Malawi) to be more effective from the outset and to have fewer setbacks.</p> <p>This advice will lead to Malawi benefitting more from the resources brought by international individuals and organisations.</p> |
| <p>Provide unpaid advice to the Government of Malawi and to various Malawian organisations.</p> | <p>The company will contract advisers with experience and motivation to provide occasional unpaid advice to the Government of Malawi and to various Malawian organisations, to enable the Malawian organisations make better use of resources available.</p> |
| <p>Adopt a partly non-commercial business ethos</p> | <p>The ethos of the company's advisers will include that any consulting service contracts offered by a paying client will be accepted by the company only on the basis that</p> <ul style="list-style-type: none"> a) the consulting services from the company are expected to lead to enhanced benefits for the people of Malawi (i.e. no contracts on which the only intent is profit); and b) that no other consulting business competing for the same consulting service contract is likely to provide better benefits for the people of Malawi (i.e. no contracts on which some other consulting business could have done a better job). |

CHECKLIST

Have the first directors signed the CIC36?

Is the company name consistent throughout all documents being sent?

This form must be accompanied by the following documents:

- (a) Memorandum of Association
- (b) Articles of Association, which comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (c) Form IN01- you need to indicate that the proposed company is adopting bespoke articles.
- (d) Any completed continuation sheets
- (e) A cheque or postal order for £35 made payable to Companies House

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

| | |
|--------------------------------|-------------|
| Nick Hall | |
| Email: nick.hall@dmamalawi.net | |
| | |
| | Tel |
| DX Number | DX Exchange |

When you have completed and signed this form, please ensure it is placed at the top of your application and send it to the Registrar of Companies at:

For companies registered in England and Wales: New Companies Section, Companies House, Crown Way, Cardiff, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland: Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, EH3 9FF DX 235 Edinburgh

For companies registered in Northern Ireland: Companies House, 2nd Floor, The Linenhall, 32-38 Linenhall Street, Belfast, BT2 8BG