

G

COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* RELATE (MILTON KEYNES) MARRIAGE GUIDANCE* insert full
name of CompanyI, KEITH EDWARD LEWINGTONof VICTORIA HOUSE, 3 VICTORIA STREET, NORTHAMPTON NN1 3NRI delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,

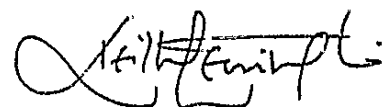
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at VICTORIA HOUSE

Declarant to sign below

3 VICTORIA STREET,NORTHAMPTONthe 23RD day of FEBRUARYOne thousand nine hundred and NINETY-THREEbefore me Regina Harrison

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Presentor's name address and
reference (if any):

**K E LEWINGTON
SHOOSMITHS & HARRISON
VICTORIA HOUSE
3 VICTORIA STREET
NORTHAMPTON
NN1 3NR**

For official Use

New Companies Section

Post room

Jordan & Sons Limited

Jordans

21 St Thomas Street Bristol BS1 6JS Tel 0272 230800 Telex 449119

2 89

Declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

30(5)(a)

Please do not
write in
this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

For official use

Company number

--	--	--	--	--	--

--

Name of company

* Relate (Milton Keynes) Marriage Guidance

I, Keith Edward Lewington

of Victoria House, 3 Victoria Street, Northampton

Note

This declaration
should accompany
the application for
the registration of
the company

* Insert full name
of company

† delete as
appropriate

a [Solicitor engaged in the formation of the above-named company][~~person named as director or secretary of the above company in the statement delivered under section 10 of the above Act~~]† do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.

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

Declared at Victoria House

3 Victoria Street,

Northampton

the 23rd day of February

One thousand nine hundred and ninety-three

before me

[Signature]
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Declarant to sign below

[Signature]

PRINTED AND SUPPLIED BY

Jordans

JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON W1T 8EE
TELEPHONE 01 253 3030
FLEX 281010



Presenter's name address and
reference (if any):

Sloosmiths & Harrison
Victoria House
3 Victoria Street
Northampton
NN1 3NR

Ref: KEL/SES

For official Use

New Companies Section

Post room

Printed and supplied by

Jordans

Jordan & Sons Limited

21 St Thomas Street, Bristol BS1 6JS
Tel 0272 230600 Telex 449119

10

Statement of first directors and secretary and intended situation of registered office

This form should be completed in black.

CN

279665

For official use

Company name (in full)

Relate (Milton Keynes) Marriage Guidance

Registered office of the company on
incorporation.

RO

The Quaker Centre

Fairford Crescent, Downhead Park

Post town Milton Keynes

County/Region Buckinghamshire

Postcode MK15 9AE

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

☒ X

Name Shoosmiths & Harrison

RA

Victoria House, 3 Victoria Street

Northampton

Post town

County/Region Northamptonshire

Postcode NN1 3NR

Number of continuation sheets attached

☒ 4

To whom should Companies House
direct any enquiries about the
information shown in this form?

Shoosmiths & Harrison

Victoria House, 3 Victoria Street

Northampton

Postcode NN1 3NR

Telephone 0604 31747

Extension 3545

Company Secretary (See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS Mrs
Anna Francesca
Skelton

AD 57 High Street

Great Linford

Post town Milton Keynes

County/Region Buckinghamshire

Postcode MK14 5AY Country England

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

Signed

AK Skelton

Date

22/2/93

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD Mr
William Charles
Blyth

AD 11 Nightingale Drive

Post town Towcester

County/Region Northamptonshire

Postcode NN12 7RA Country England

DO 4 1 1 4 3 Nationality **NA** British

OC Chartered Accountant

OD

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

Signed

W C Blyth

Date

22/2/93

Directors (continued)

(See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

Delete if the form
is signed by the
subscribers.

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

CD

MR

CHRISTINE MARY

SEVILLAN

-

-

STANDRING

AD

11 THE BEECHAMS

MURSLAY

Post town MILTON KEYNES

County/Region BUCKS

Postcode MK17 0HX

Country GT. BRITAIN

DO

20

12

43

Nationality

NA

BRITISH

OC

EDUCATION DEVELOPMENT OFFICER-RELATE Milton Keynes

Marriage Guidance

OD

none

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

Signed

CHRISTINE MARY SEVILLAN

Date

22.11.93

Signature of agent on behalf of all subscribers

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Directors (continued)

(See notes 1-5)

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

Mr

John Antony

Harris

AD

3 Deerfern Close

Great Linford

Post town Milton Keynes

County/Region Buckinghamshire

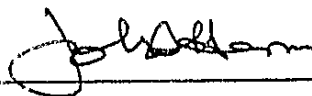
Postcode MK14 5BZ

Country England

DO 3 0 0 4 3 8Nationality **INA** British**OC** Head of Training and Business Development**OD**

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

Signed



Date 22 Feb 93

Directors (continued)*(See notes 1 - 5)***Name*****Style/Title****Forenames****Surname*****Honours etc****Previous forenames****Previous surname****Address**

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth**Business occupation****Other directorships***** Voluntary details****Consent signature****CD****Mrs**

Linda Joan

Lewington

AD

Ford Cottage, 17 Milton Road

Willen Village

Post town Milton Keynes

County/Region Buckinghamshire

Postcode MK15 9AD

Country England

DO 1 2 1 0 5 3Nationality **PA** British**OC** Counsellor**OD**

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

Signed

L Lewington

Date 23/2/93

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

Mrs

Cheryl Jane

Marshall

Margaret

Stannard

AD

47 Shackleton Place

Oldbrook

Post town Milton Keynes

County/Region Buckinghamshire

Postcode MK6 2PT

Country England

DO 070 848

Nationality INA British

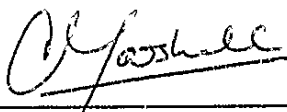
OC

Married Woman

OD

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

Signed



Date 22.2.95

Directors (continued)

(See notes 1 - 5)

Name***Style/Title****Forenames****Surname*****Honours etc****Previous forenames****Previous surname****Address**

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth**Business occupation****Other directorships***** Voluntary details****Consent signature****CD**

Mrs

Anna Francesca

Skelton

AD

57 High Street

Great Linford

Post town Milton Keynes

County/Region Buckinghamshire

Postcode MK14 5AY Country England

DO 2 8 1 2 5 3Nationality **NA** British**OC**

Manager

OD

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

Signed

A Skelton

Date

22/2/93

Directors (continued)

(See notes 1 + 8)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature**CD****AD**

Post town

County/Region

Postcode

Country

DO

Nationality

NA**OC****OD**

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

Signed

Date

Directors (continued)

(See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature**CD**

Dr

Judith Ann

Calder

AD

Brook Farm

Willen Village

Post town Milton Keynes

County/Region Buckinghamshire

Postcode MK15 9AD Country England

DO 09 05 43Nationality **NA** British**OC** University Lecturer**OD** Childrens Centre Limited

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

Signed

Date 22.02.93

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers Date 23.02.93

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

279665
NC
-1 MAR 1993
£50 FEE PAID
COMPANIES
HOUSE

COMPANIES ACT 1985 TO 1989

(Company Limited by Guarantee and not having a share capital)

MEMORANDUM OF ASSOCIATION

- of -

RELATE (MILTON KEYNES) MARRIAGE GUIDANCE

1. The name of the Company ("the Centre") is Relate (Milton Keynes) Marriage Guidance
2. The registered office of the Centre will be situate in England, Wales or Northern Ireland.
3. CENTRE AREA The Centre area shall be the Borough of Milton Keynes
4. A) The Objects of the Centre are:
 - (a) to educate the public concerning the institution of marriage with particular reference to emotional, physical and sexual relationships and with a view to developing personal responsibilities and enriching family life;
 - (b) to promote research into all aspects of married life and to publish the results of all such research;
 - (c) to safeguard and protect the good health both mental and physical of adults and children and to prevent poverty, hardship and distress caused by the break-up of the marriage.
 - (d) to become and remain a Constituent Society in accordance with the Memorandum and Articles of Association and Standards for Constituent Status of RELATE National Marriage Guidance so long as the objects thereof remain charitable.
- B) In furtherance of the objects set out in the preceding Clause 4 but not otherwise the Executive shall have the following powers:
 - (a) To establish an outlet(s) for the giving of information and advice and for providing a confidential counselling service to persons having difficulties or anxieties in their marriage or other personal relationships.

- (b) To publish educational books, pamphlets, leaflets, journals, reports, films and other matter and to organise and promote lectures, discussions, conferences, seminars and courses.
- (c) To provide an educational service in personal relationships for young people, engaged and married couples and parents.
- (d) To make the public aware of the benefits of stable marriage in the community and the importance of settled family life in the upbringing of children.
- (e) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges necessary or expedient for the promotion of the said objects and to construct, maintain and alter any buildings or erections necessary or expedient for the work of the Centre.
- (f) Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn into account all or any of the property or assets of the Centre.
- (g) Subject to such consents as may be required by law to undertake, execute and manage any charitable trusts which maybe lawfully undertaken by the Centre.
- (h) Subject to such consents as maybe required by law to borrow or raise money for the purposes of the Centre on such terms and on such security as shall be thought fit.
- (i) To invest the monies of the Centre not immediately required for its purposes in or upon such investments, securities, or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (j) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purpose of the Centre and calculated to further its purposes.
- (k) To take and accept any gifts of property, whether

or not subject to special trusts, for the purposes of the Centre and to raise voluntary funds and to receive and accept contributions by way of subscription, donation or otherwise.

- (l) To appoint, remove or suspend lecturers, technical advisers, solicitors, clerks, agents and servants for permanent or special services or otherwise and to determine their duties and fix their reasonable and proper remuneration.
- (m) To do all such other lawful things as shall further the attainment of the said objects or any of them.

5. The income and property of the Centre shall be applied solely toward the promotion of its objects and no portion thereof shall be paid or transferred directly or indirectly by way of bonus or otherwise howsoever by way of profit to the Members. Provided that nothing herein shall prevent the payment in good faith to any Member, Officer or Counsellor of the Executive or of reasonable and proper remuneration for services rendered to the Centre or out-of-pocket expenses reasonable and properly incurred on behalf of the Centre on condition that:

- (a) No Member of the Executive shall be entitled to vote on a resolution nor attend that part of any meeting of the Centre or of the Executive concerning his/her own appointment to an office of the Centre or any payment made or to be made to him/her by the Centre.
- (b) No resolution of the Centre or of the Executive which relates to payments to any Member of the Executive shall be effective unless it is passed at a meeting at which there is present:
 - (i) a quorum which comprises not less than one third of the multiple of three next above the total number of those entitled to attend the meeting, and,
 - (ii) a majority of Members who are not Remunerated Members of the Executive.
- (c) The other Members of the Executive are satisfied that the transactions, the subject of such resolution, further the charitable purpose of the Centre.

Provided further that no Member of the Executive shall be interested in the supply of services, work or goods at the cost of the charity unless:

- (i) she/he is absent from all meetings of the Executive during the relative discussions, and,
 - (ii) she/he takes no part in the relative discussions, and,
 - (iii) the other Members of the Executive are satisfied that transactions arising out of such discussions are in the best interests of the Centre.
6. The liability of the members is limited.
7. Every member of the Centre undertakes to contribute to the assets of the Centre in the event of the same being wound up during the time he/she is a member within one year afterwards for payment of the debts and liabilities of the Centre contracted before the time at which he/she ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as maybe required not exceeding £1.
8. If the Executive by a simple majority decide at any time that on the ground of expense or otherwise it is necessary or advisable to dissolve the Centre, it shall call a meeting of all members of the Centre who have the power to vote, of which meeting not less than 21 days notice (stating the terms of the Resolution to be proposed thereat) shall be given. If such decision shall be confirmed by a two-thirds majority of those present and voting at such meeting the Executive shall have power to dispose of any assets held by or on behalf of the Centre. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other RELATE Centre or in default thereof to RELATE National Marriage Guidance as the Centre may determine.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

The names, addresses and descriptions of subscribers:

NAME	ADDRESS	DESCRIPTION
Dr Judith Ann Calder	Brook Farm Willen Village Milton Keynes Bucks	University Lecturer

J. Calder

Anna Francesca Skelton	57 High Street Great Linford Milton Keynes Bucks	Manager
------------------------	---	---------

A. Skelton

Dated this 22nd day of February 1993

Witness to the signatures:

Name
Address

Occupation

[Signature]
Victoria House
3 Victoria Street
Northampton
Solicitor.

COMPANIES ACT 1985 TO 1989

(Company Limited by Guarantee and not having a share capital)

ARTICLES OF ASSOCIATION

- of -

RELATE (MILTON KEYNES) MARRIAGE GUIDANCE

PRELIMINARY

1. "the Acts" means the Companies Act 1985 as amended by any modification or re-enactment thereof for the time being in force.
- "clear days" in relation to the period of a notice means 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.
- "the Centre" means the above named Company
- "Corporate Member" means an Institution which shall have become a member.
- "Executive" means the Executive Committee of the Centre comprising the Officers and Members elected to the Executive in accordance with Article []
- "Institution" means any incorporated or unincorporated body and in the case of an unincorporated body all the Members thereof shall be deemed collectively to be one person for the purposes of these Articles.
- "Member" means a person admitted to membership in accordance with Article 4
- "month" means calendar month
- "Office" means the registered office of the Centre

"Officers"	means the Chair, Vice-Chair or Vice-Chairs, Secretary and Treasurer of the Centre
"Remunerated Member"	(subject to Article 47 below) means a member of the Executive who is entitled to any salary, fees or remuneration of any kind whatsoever in respect of services performed for the Centre.
"Secretary"	means the Secretary of the Executive who may be honorary or salaried provided that a salaried Secretary shall be a Remunerated Member.
"The United Kingdom"	means Great Britain and Northern Ireland.
"in writing"	means written, printed or lithographed, or partly one and partly another, and other modes of representing and reproducing words in a visible form.

Where the context so requires words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender. Words including the importing persons include corporations.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereon not in force when these Articles become binding on the Centre.

2. The number of the members of the Centre is declared to be unlimited.
3. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these articles and none others shall be members of the Centre and shall be entered in the register of members accordingly.
4. Where any person or Institution desires to be admitted to membership of the Centre he must sign and deliver to the Centre an application for admission framed in such terms as the Executive shall require.
5. The Executive may within six weeks of receipt of an

application form at its discretion refuse membership to any applicant that it feels would be prejudicial to the interest of the Centre. The decision of the Executive in this regard is final. Corporate Members and other Members shall pay an annual subscription at the beginning of each financial year and on becoming a Corporate Member or Member of the Centre, the level of such subscription being determined by the Executive from time to time. Any member whose subscription is more than one month in arrears shall, if the Executive so resolves, cease to be a Member of the Centre.

6. If the Executive resolves, by a majority of not less than three quarters of the Members of the Executive present and voting at a meeting of such Executive at which not less than four Members of the Executive shall be present, that a Member should be excluded from the Centre for conduct which in the opinion of the Executive is contrary or prejudicial to the interest of the Centre the Member in question shall immediately cease to be a member of the Centre and, notwithstanding anything in these Articles, shall not be re-admitted to membership unless the Executive are satisfied from his/her conduct that re-admission should be permitted. The Member shall have seven clear days notice in writing sent to him/her of the meeting of the Executive at which any such resolution would be voted upon and the notice shall give particulars of the complaint against him/her. The Member may attend the said meeting and shall be given all reasonable and proper opportunity of answering the complaint against him/her but he/she shall not be present at the voting or take part in the proceedings otherwise than as permitted by the Articles or as the Executive allows. Any person ceasing to be a member of the Centre under the provisions of this Article shall have no right to the return of the whole or any part of any subscription or other sum paid by him/her to the Centre.

GENERAL MEETING

7. An Annual General Meeting shall be held once in each year within six months of the end of each financial year at such time and place as the Executive shall determine.

The business of the Annual General Meeting shall be as follows:

- (i) To receive and consider the Annual Report of the Executive upon the work of the preceding year.
- (ii) To receive and consider the Annual Accounts duly audited.
- (iii) To appoint the Auditors.

- (iv) To elect the Officers and Members of the Executive.
- (v) To transact any other business brought forward by the Executive.
- (vi) To transact any other business, of which notice has been given to the Executive by any Member not less than thirty days before the date of the Meeting.

No business or matter other than that of which Notice has been given shall be transacted or considered at the Annual General Meeting.

8. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
9. The Executive may whenever it thinks fit convene an Extraordinary General Meeting.
10. The Executive shall call an Extraordinary General Meeting whenever a requisition in writing, signed by not less than (one tenth) of the Members, and stating full the objects of the meeting, shall be deposited at the office of the Centre.
11. If the Executive within 21 days after the deposit of any such requisition does not issue notices calling a meeting in accordance therewith, the requisitionists, or a majority of them, may themselves convene an Extraordinary General Meeting for the business described in the requisition, to be held at such time within three months from the date of such deposit and at such place as they think fit.
12. All meetings convened by the requisitionists under this and the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Executive.
13. At least 21 clear days notice in writing specifying the time and place of every Meeting shall be given for Annual General Meetings and Meetings for the passing of Special resolutions in all other cases at least 14 clear days should be given and the nature of the business to be transacted shall be posted to every member but the accidental omission to give notice of a meeting to, or the non receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any General Meeting, except the adjournment of the meeting, unless a quorum is

present when the meeting proceeds to business. Save as herein otherwise provided three members of the Centre personally present shall be a quorum.

15. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Executive may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members of the Centre present shall be deemed to be a quorum and may do all business which a full quorum might have done.
16. The Chair or in his absence the Vice-Chair of the Executive or one of the Vice-Chairs shall preside as Chair at every General Meeting, but if there is no such Chair or Vice-Chair, or if at any meeting he/she shall not be present within 15 minutes after the time appointed for holding the same or shall be unwilling to preside, the members present shall choose some member of the Executive or if no such member be present, or if all the members of the Executive present decline to take the Chair, they shall choose some member of the Centre who shall be present to preside.
17. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chair or by at least three members of the Centre present in person or by proxy, or by a Member or Members present in person or by proxy and representing one tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll is so demanded a declaration by the Chair of the meeting that a Resolution has been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the Minute book of the Centre shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
18. Subject to the provisions of Article 19, if a poll be demanded and in the manner aforesaid, it shall be taken at such time and place and in such manner, as the Chair of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. No poll shall be demanded on the election of a Chair of a

meeting, or on any question of adjournment.

20. In the case of an equality of votes, whether on a show or hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.
21. Demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
22. Subject as hereinafter provided, every Member of the Centre shall have one vote.
23. Each Corporate Member shall have the right to be represented at General Meetings of the Centre by not more than two persons whom it may from time to time appoint provided that for the purpose of voting at General Meetings and constituting a quorum thereat only one of the appointed representatives shall be counted as a Member.

MANAGEMENT CONTROL

24. The management and control of the business and affairs of the Centre shall be vested in the Executive, who may exercise all the powers, authorities and discretions of the Centre, except only such as under the Act or the Memorandum of Association or these Articles are expressly directed to be exercised by the Centre in General meeting and subject to any directions given by the Centre by a special resolution. The provisions of Clause 4 of the Memorandum shall be duly observed.

CONSTITUTION OF THE EXECUTIVE

25. The Executive shall consist of a minimum of six and a maximum of eighteen Members provided that at no time shall there be more than five Remunerated Members nor shall the number of Remunerated Members exceed one third of the total of the members of the Executive. If either of the said limits relating to Remunerated Members shall be exceeded and either no or insufficient Unremunerated Members are appointed within twenty eight days of such limits first being exceeded (or can be appointed without exceeding the said maximum) sufficient Remunerated Members to bring the total number of Remunerated Members within both of the said limits shall forthwith resign. In the event of a dispute between the Remunerated Members as to which of them shall resign, the earliest appointed of the Remunerated Members shall resign and as between Remunerated Members appointed on the same day the older shall be deemed to have been appointed first. Pending such action, any resolution of the Executive taken after the expiry of the twenty-eight day

period referred to above shall be deemed to be void.

26. (a) The Executive shall so far as possible comprise the following (but so that no vacancy in any of the said positions shall affect the validity of any decision taken by the Executive):
- (i) the Officers;
 - (ii) not more than four persons elected at the Annual General Meeting;
 - (iii) one representative appointed by the counsellors working for the Centre;
 - (iv) any Member who is also a Voting Member on the Council of National RELATE.
- (b) In addition, the Executive may comprise:
- (i) any Member appointed under Article 30 below to fill a casual vacancy;
 - (ii) not more than two persons co-opted by the Executive under Article 31 below;
 - (iii) an adviser to the Executive whose role is to provide practical advice to the Executive, its Chair, Manager and the Centre as a whole.
27. The Officers and the elected Members of the Executive shall (subject to the provisions of Article 23 as to the representatives of Corporate Members) be elected from Members of the Centre other than Corporate Members, at the Annual General Meeting following but shall be eligible for election.
28. Notice that nomination of persons as Officers or as elected Members of the Executive are invited from Members of the Centre shall be included in each notice convening an Annual General Meeting.
29. Each Member of the Centre may nominate persons being individual Members or representatives of Corporate Members for each office and as other elected Members of the Executive. All nominations of such persons must be in the hands of the Secretary in writing fourteen days before the Meeting. Any person who is at the date of nomination a duly appointed representative of a Corporate Member shall be eligible for election as an Officer or elected Member of the Executive.

30. Subject to Article 25 the Executive may appoint any person qualified to be an elected Member to be a Member of the Executive for the purpose of filling a casual vacancy among the Officers or elected Members of the Executive. Any person appointed a Member of the Executive under this Article shall hold office until the conclusion of the next following Annual General Meeting, but shall be eligible for re-election.
31. Subject to Article 25 the Executive shall have the power at any time, and from time to time, to appoint any person whether a Member of the Centre or not to be a co-opted Member of the Executive. The total number of co-opted members shall not exceed two. Any Member of the Executive so appointed shall hold office until his/her appointment is terminated by the Executive provided always that such Member shall cease to be a co-opted Member if he/she becomes an elected Member.
32. The office of a Member of the Executive (including the Officers) shall be vacated if the member:
- (i) becomes bankrupt or has a receiving order made against him;
 - (ii) becomes of unsound mind;
 - (iii) if being a Member of the Centre at the time of appointment he should cease to be a Member of the Centre;
 - (iv) resigns his office by notice in writing to the Centre.
33. The Chair's period of office shall be two years renewable to a maximum of eight years.

EXECUTIVE MEETINGS

34. The Executive may meet together, adjourn and otherwise regulate their meetings as they think fit, provided that no business shall be transacted unless a quorum consisting of three Members shall be present. The Chair shall be taken at every Executive Meeting by the Chair or in his/her absence the Vice-Chair, or in the absence of both, by a Member of the Executive chosen by the members of the Executive present and entitled to vote.
35. At Executive Meetings voting shall only be by show of hands, and, subject as in this Article mentioned every member of the Executive present at an Executive Meeting shall have one vote provided that no Member of the Executive shall vote on

any resolution concerning a matter in which he/she has a personal interest. A Member of the Executive shall not be counted in the quorum at an Executive Meeting in relation to a resolution on which he is not entitled to vote. Such interested Member shall not be entitled to attend that part of any meeting which relates to his/her interest.

36. No resolution of the Executive which relates to payments to any Member of the Executive shall be effective unless it is passed at a meeting at which there is present:

- (i) a quorum which comprises not less than one third of the multiple of three next above the total number of those entitled to attend the meeting, and
- (ii) a majority of Members who are not Remunerated Members of the Executive, and

the other Members of the Executive present are satisfied that the transactions, the subject of such resolution, further the charitable purposes of the Centre.

37. No member of the Executive shall be interested in the supply of services, work or goods at the cost of the charity unless:

- (i) he is absent from all Executive Meetings during the relative discussion; and
- (ii) he takes no part in the relative discussions; and
- (iii) the other members of the Executive are satisfied that transactions arising out of such discussions are advantageous to the charitable purposes of the Centre.

38. In case of equality of votes the person in the chair shall have a second or casting vote.

39. The Executive shall meet at least four times a year.

ACCOUNTS

40. The Executive shall cause accountancy records to be kept in accordance with Sections 221 and 223 of the Act.

41. The books of account shall be kept at the Office or, subject to Section 22 of the Act, at such other place or places as the Executive shall think fit, and shall always be open to the inspection of the members of the Executive.

42. At the Annual General Meeting in every year the Executive

shall lay before the Centre a proper income and expenditure account for the period to the 31st March in each year, or such other date as the Centre shall from time to time resolve, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by a report of the Executive upon the work of the Centre during the preceding year, and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required bylaw to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of Section 240(iv) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditor's report shall be open to inspection and be read before the meeting as required by (Section 241) of the Act.

AUDITORS

43. Auditors shall be appointed at the Annual General Meeting and their duties regulated in the manner provided by Sections 236, 237, 241, 262, 384 to 392 and 713 of the Act or any statutory modification thereof for the time being in force, and for this purpose the said Section shall have effect as if "member of the Executive" and "the Executive" were substituted for "Director" and "the Directors" respectively.

NOTICES

44. A notice may be served by the Centre upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered place of address. Every Member whose registered place of address is not in the United Kingdom may from time to time notify in writing to the Centre an address in the United Kingdom, which shall be deemed his/her registered place of address for the purposes of this Article.
45. Any notice if served by post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in providing such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a prepaid letter.

INDEMNITY

46. The Members of the Executive of the Centre shall be indemnified out of the funds of the Centre against all reasonable and proper costs, charges, losses, damages and expenses which they shall respectively incur or be put to on account of any act, deed, matter or thing which shall be executed, done or permitted by them respectively in or about the bona fide execution of their respective offices, and shall be reimbursed by the Centre all reasonable expenses incurred by them in or about any legal proceedings or arbitration on account of the Centre or otherwise in the execution of their respective offices, except such costs, losses and expenses as shall happen through their respective wilful act, neglect or default; and no Member of the Executive shall be chargeable for any money which he shall not actually receive, or be answerable for the act, receipt, neglect or default of any other Member of the Executive, or of any banker, broker, collector, agent or other person appointed by the Executive (as the case may be) with whom or into whose hands any property or monies of the Centre may be deposited or come, or for the insufficiency of any security or investment in or upon which any of the monies of the Centre shall be invested so long as he shall have sought professional advice before making such investment or for any loss or damage which may happen in the execution of his/her office, unless the same shall happen through his/her own wilful act, neglect or default or through his/her own dishonesty.

REMUNERATION

47. Any member of the Executive for the time being who is a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional and other charges for work done by him or by his firm when instructed by the Executive so to act in that capacity on behalf of the charity hereby created and shall not, by virtue of such payment be deemed to be a Remunerated Member for the purposes of these articles.

NAME	ADDRESS	DESCRIPTION
Dr Judith Ann Calder Willen Village	Brook Farm Lecturer Milton Keynes Bucks	University Lecturer

Judith Calder

Anna Francesca Skelton	57 High Street Great Linford Milton Keynes Bucks	Manager
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A F Skelton

Dated this 22nd day of February 1993

Witness to the signatures:

Keith Lewington

Name KEITH LEWINGTON

Address VICTORIA HOUSE, 3 VICTORIA STREET
NORTHAMPTON

Occupation SOLICITOR.

FILE COPY



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

No. 2796665

I hereby certify that

RELATE (MILTON KEYNES) MARRIAGE GUIDANCE

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

Given under my hand at the Companies Registration Office,
Cardiff the 5 MARCH 1993

A faint, illegible signature or stamp, likely of an authorised officer.

an authorised officer