

3258337

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

WEST NORTHFIELD COMMUNITY ASSOCIATION LIMITED

1. The name of the Company is West Northfield Community Association Limited
2. The registered office of the Company will be situated in England.
- 3.1 The objects for which the Company is established are:
 - 3.1.1 To advance the education and training of the inhabitants of Birmingham to enable their conditions of life to be improved;
 - *3.1.2 To provide or assist in the provision of recreational facilities for the inhabitants of Birmingham who by reason of their youth, age, infirmity, disability, poverty or social and economic circumstances have a need for such facilities and with the object of improving their conditions of life;
 - 3.1.3 The promotion of any charitable purpose and in particular charitable purposes directed to the benefit of people suffering through unemployment, the advancement of education and the relief of poverty and for these purposes (but without prejudice to the generality of the foregoing) to provide advice, assistance or consultancy services to individuals, other charities and communities in necessitous circumstances.
- 3.2 In furtherance of the said objects but not further or otherwise the Company shall have the following powers:-
 - 3.2.1 to purchase, lease, hire or otherwise acquire, and also (subject to such consents (if any) as may for the time being be imposed or required by law) sell, mortgage, lease, grant licences, easements, and other rights over, exchange or otherwise deal with or dispose of any real or personal property (including any estate or interest therein) for the purposes of the Company;

* Altered by Special Resolution passed 15 July 1997



- 3.2.2 to rent, build, work, endow, furnish, equip, execute, carry out, improve, alter, administer, maintain, manage, insure or control buildings and premises for industrial and commercial use and to contribute to or assist in any of the aforesaid activities with a view to the promotion or carrying out of the objects of the Company;
- 3.2.3 to borrow and raise money upon banking account or otherwise and to secure or discharge any debt or obligation of or binding upon the Company by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages, charges or such other obligations or securities as the Company may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.2.4 to acquire (whether beneficially or as trustee) by gift, devise, bequest, purchase, lease, hire or otherwise any real or personal property in the United Kingdom (including any estate or interest therein and any rights or privileges necessary or desirable for any of the purposes of the Company) and whether or not any of the same shall be subject to any liability and to retain any property so acquired or acquired otherwise in the state in which it may be at the time of such acquisition or (subject to such consents (if any) as may for the time being be imposed or required by law) to sell, lease, call in, convert into money, dispose of or otherwise deal with all or any part of the same in such manner as shall further the objects of the Company;
- 3.2.5 either with or without security, to give financial assistance by way of loans, donations or subscriptions or otherwise to any individual, firm or Company for the purpose of furthering the objects of the Company;
- 3.2.6 to compile, print, publish or otherwise disseminate or procure the compilation, printing, publication or other dissemination gratuitously or otherwise of any reports, journals, periodicals, books, newspapers, pamphlets, leaflets or other forms of literature or documents and to broadcast, televise or to make and issue or otherwise show films and video tapes or to procure the broadcasting, televising or the making, issuing and showing of films and video tapes in furtherance of the objects of the Company;
- 3.2.7 to establish, undertake and execute any trusts which may lawfully be undertaken by the Company and are directly ancillary to its objects;
- 3.2.8 to establish, finance and manage in the United Kingdom any body, association or organisation (whether incorporated or unincorporated) to carry out the objects herein set out;
- 3.2.9 to take all such steps as shall from time to time be necessary for the purpose of promoting the objects of the Company and for procuring contributions by way of

donations, subscriptions, devises, bequests and in any other manner from time to time permitted by law;

- 3.2.10 generally to obtain, collect and receive money and raise funds and to invite and receive contributions from any persons or organisations (whether incorporated or unincorporated and including Government departments and local authorities) by way of subscription donation (including deeds of covenant) and otherwise provided that the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
- 3.2.11 to establish, promote or encourage the formation of or to affiliate, amalgamate, support, combine or co-operate and exchange information with any other firm or company, and to liaise, communicate, co-operate or co-ordinate with any public body, local or government authority, professional body, company, committee or other organisation in all or in any parts of the world in furtherance of the objects of the Company;
- 3.2.12 to subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of and deal with any shares or other securities or investments of any nature whatsoever and any options or rights in respect thereof or interests therein;
- 3.2.13 subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law to transfer any property whether real or personal to any individual, firm or company whether for some specific object or purpose or for a general object or purpose;
- 3.2.14 generally to aid and to receive aid from any individual, firm or company in furtherance of the objects or any of the objects of the Company;
- 3.2.15 to guarantee or give indemnities or provide security (whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Company) for any borrowing by or the performance of the contracts or obligations of any individual, firm or company;
- 3.2.16 to employ, hire, or otherwise obtain and to pay reasonable and proper remuneration to the officers, employees and professional advisers of the Company not being a director hereof and any other person or persons for the objects of the Company or any of them;
- 3.2.17 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- 3.2.18 to draw, make, accept, endorse, discount, negotiate, execute and issue and to buy sell and deal with bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments or securities and to operate bank accounts
- 3.2.19 to invest the moneys of the Company not immediately required for its purposes in or

upon any investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

- +3.2.20 to provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors of the Company;
- +3.2.21 to purchase and maintain for every Secretary, Auditor and employee of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence default breach of duty or breach of trust of which they may be guilty;
- ++3.2.22 to do all such other things as may be considered to be incidental or conducive to any of the above objects.

4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and no part shall be paid to, transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit, to members of the Company and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing in this document shall prevent any payment in good faith by the Company:-

- 4.1 of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf : Provided that at no time shall a majority of the directors benefit under this provision and that a director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner is under discussion;
- 4.2 of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a director;

+ Substituted by Special Resolution passed 15 July 1997

++ Added by Special Resolution passed 15 July 1997

- 4.3 of interest on money lent by any member of the Company or director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors;
- 4.4 of fees, remuneration or other benefit in money or money's worth to any company of which a director may also be a member holding not more than 1/100th part of the issued capital of that company;
- 4.5 of reasonable and proper rent for premises demised or let by any member or the Company or a director;
- 4.6 to any director of reasonable out-of-pocket expenses;
- ++4.7 of any premium in respect of any indemnity insurance as permitted under the provisions of Clause 3.2.20;
- ++4.8 of any premium in respect of any indemnity insurance as permitted under the provisions of Clause 3.2.21.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the right of the contributories among themselves, such amount as may be required, not exceeding £1.

7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the objects of the Company which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 4 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.

++ Added by Special Resolution passed 15 July 1997

WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS

Name and Address of Subscriber

Signature

1. Melissa Tills
 44 Highbury Road, Kings Heath,
 Birmingham B14 7QW

Dated this day of 1997

WITNESS to the above signature:-

Name:

Address:

Occupation:

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
of
WEST NORTHFIELD COMMUNITY ASSOCIATION LIMITED

PRELIMINARY

1. The Regulations in Table C in the Companies (Tables A to F) Regulations 1985 shall not apply to the Company and the following Articles shall be the Articles of Association of the Company.

INTERPRETATION

2. In these Articles:-

"the Act" means the Companies Act 1985

"the Acts" means the Act and every other Act for the time being in force concerning companies and affecting the Company

"associated person" means a person associated with Birmingham City Council within the meaning of Section 69 of the Local Government and Housing Act 1989 or any statutory modification, amendment or re-enactment thereof for the time being in force

"the Company" means the above named Company

*"the prescribed percentage"	means 19.5 per centum
"the Seal"	means the Common Seal of the Company
"the Secretary"	means any person appointed to perform the duties of the secretary of the Company
"the Directors"	means the Board of Directors of the Company
"Director"	means a member of the Board of Directors of the Company or a director as referred to in the Act
"the Office"	means the registered office of the Company
"the Auditors"	means the Auditors for the time being of the Company
"these presents"	means these Articles of Association and the regulations of the Company from time to time in force

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural and vice versa.

Words importing the masculine gender shall include the feminine gender.

References to any statute shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.

Subject as aforesaid, any words or expressions defined in the Acts shall (if not inconsistent with the subject or context) bear the same meanings in these presents.

* Altered by Special Resolution passed 15 July 1997

MEMBERS AND MEMBERSHIP

3. The Company is established for the purposes expressed in the Memorandum of Association. There is no upper limit on the number of members.
- *4. The subscribers to the Memorandum of Association, such persons as are for the time being Directors of the Company and such other persons as the Directors shall admit to membership shall be members of the Company. The rights of a member shall not be transferable and shall cease in the case of an individual member on death and in the case of a corporate member upon its insolvency, the appointment of a receiver over any or all its assets, upon it making a composition with its creditors or going into liquidation (save for the purposes of amalgamation or reconstruction).
5. (a) Every member of the Company other than the subscribers to the Memorandum of Association of the Company shall either sign a written application or consent to become a member or sign the Register of Members on becoming a member.
- (b) It shall be lawful for any person being a member of the Company to guarantee any larger sum than £1 by executing a bond or subscription contract with the Company to that effect.
6. The Secretary shall keep an accurate Register of Members of the Company.
7. (i) Any Member shall retire and be deemed to retire from membership of the Company forthwith if:-
- (a) he shall give notice of resignation in writing to the Company; or
- (b) he shall die; or
- (c) he is or may be suffering from mental disorder and either:-
- (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983; or
- (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention, or for the appointment of a receiver, curator bonis, or other person to exercise powers with respect to his property or affairs; or
- [(ii) Additionally, a Member who was not an associated person at the time of his appointment as a Member shall retire automatically and shall be deemed to have retired from membership of the Company on the day preceding the day on which he becomes

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an associated person if (but only if) by reason of his becoming an associated person, the number of Members who are associated persons would exceed the prescribed percentage of the total number of Members.

- (iii) Additionally, a Member who is an associated person shall retire automatically and be deemed to retire from membership forthwith if the number of Members who are associated persons, for any reason whatsoever, exceeds the prescribed percentage of the total number of Members. In such event the smallest number of Members and the Member or Members to retire shall be (unless all the associated persons otherwise agree among themselves before such event) the Member or Members who shall have been longest a Member or Members since their last appointment as such and as between associated persons who became Members on the same day, the associated person to retire shall be (unless the relevant associated persons otherwise agree among themselves before such event) the associated person whose last name begins with the letter nearest capital A and if there are two or more such associated persons the older or oldest person shall retire.]
- (d) he becomes bankrupt or makes any arrangement or composition with his creditors generally.

- 8. The sole right of admission to membership shall be vested in the Directors who may without showing cause refuse to admit any person as a member of the Company but nothing herein contained shall entitle the Directors to discriminate in any way between applicants by reason of race, colour, creed or sex.
- 9. The Directors may also without showing cause by a resolution passed by a majority of not less than two-thirds of the Directors present at a Meeting of the Directors of and at which the member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution refuse to continue any person as a member of the Company other than a subscriber to the Memorandum of Association and if such resolution shall be so passed then such person shall cease to be a member and his name shall be removed from the Register of Members; provided that he shall remain liable for and shall pay to the Company all monies due from him to the Company at the time of ceasing to be a member or for which he may become liable under the provisions of the Memorandum of Association.

GENERAL MEETINGS

10. All general meetings other than annual general meetings shall be called extraordinary general meetings.
11. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

12. A general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed.
 - (a) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the Members having a right to vote being a majority together holding not less than ninety-five per cent of the total voting rights at that meeting.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Subject to the provisions of the Articles the notice shall be given to all the Members, and to the Directors and Auditors.

13. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided all the Members of the Company present in person or in the case of a corporation by their duly authorised representative shall be a quorum.

15. If a quorum is not present within half an hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine
16. The chairman, if any, of the Board or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
17. If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
18. A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
19. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
20. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded:-
 - (a) by the Chairman; or
 - (b) by at least two members having the right to vote at the meeting; or
 - (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
21. Unless a poll is duly demanded a declaration by the chairman 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 minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

22. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
23. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The results of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
24. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a second or casting vote in addition to any other vote he may have.
- *25. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
26. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
27. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

VOTES OF MEMBERS

28. On a show of hands, every member present in person or in the case of a corporation by their duly authorised representative shall have one vote. On a poll, every member present in person or in the case of a corporation by their duly authorised representative shall have one vote.

* Altered by Special Resolution passed 15 July 1997.

29. Any organisation which is a member of the Company may by resolution of its Board of Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company.

DIRECTORS

30. (a) The number of Directors shall be not less than 2 and not more than 31
(b) Notwithstanding any other provision contained in these Articles the first Directors shall be the subscribers to the Memorandum and Articles of Association
(c) After the resignation of the first Directors no more than the prescribed percentage shall be associated persons. A person who is an associated person may then only be appointed as a Director by Birmingham City Council

POWERS OF DIRECTORS

31. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to the provisions of the Act or these Articles and to such regulations being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
32. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers, namely:
- (a) to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the objects and so invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Company;
- (b) to enter into contracts on behalf of the Company.

DISQUALIFICATION OF DIRECTORS

33. (i) The office of Director shall be vacated if the Director:-
- (a) resigns his office by notice in writing to the Company; or
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) becomes prohibited by law from being a Director; or
 - (d) is or may be suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983; or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention, or for the appointment of a receiver, curator bonis, or other person to exercise power with respect to his property or affairs; or
 - (e) ceases to be a member or employee of a member of the Company; or
 - (f) ceases to be a Director by virtue of any provision of the Acts; or
 - (g) shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.
- [(ii) Additionally, a Director who was not an associated person at the time of his appointment as a Director shall vacate office automatically and be deemed to have done so on the day preceding the day on which he becomes an associated person if (but only if) by reason of his becoming an associated person, the number of Directors who are associated persons would exceed the prescribed percentage of the total number of Directors.
- (iii) Additionally, a Director who is an associated person shall vacate office forthwith if the number of Directors who are associated persons for any reason whatsoever exceeds the prescribed percentage of the total number of Directors. In such event the smallest number of Directors who are associated persons shall vacate office as shall result in the number of Directors who are associated persons ceasing to exceed the prescribed percentage of the total number of Directors and the Director or Directors to retire shall be (unless all the relevant associated persons otherwise agree among themselves before such event) the Director or Directors who shall have been longest a Director or Directors since their last appointment as such and as between associated persons who became Directors on the same day, the associated person to retire shall be (unless the relevant associated persons otherwise agree among themselves) the associated person whose last name begins with the letter nearest A and if there are 2 or more such associated persons the older or oldest person shall retire.]

APPOINTMENT AND RETIREMENT OF DIRECTORS

34. The Board shall comprise such of the following:-
- (a) the Member of Parliament for the Northfield Parliamentary constituency if he or she so desires.
 - (b) up to six directors appointed by Birmingham City Council which shall be entitled at any time to remove any Director appointed by it and to appoint any other individual to be a Director in his place.
 - (c) up to twelve directors appointed by the Members by ordinary resolution by nominations made by the Directors such individuals to have special standing, qualifications or experience in education, commerce, industry, finance or leisure services.
 - (d) up to twelve directors appointed by the Members by ordinary resolution by nominations made by the Directors such individuals to be representatives of community groups based in the Northfield Parliamentary constituency.
- 34A For the purposes of Article 34(d) a bona fide community group is one which can show to the satisfaction of the Members:-
- (a) a constitution or set of rules outlining the organisation's aims, objectives and structure; and
 - (b) that it maintains a list of active members' names and addresses; and
 - (c) that on request, it will undertake to provide the Board with the names of members of its governing body; and
 - (d) that it can demonstrate activities being undertaken in furtherance of its aims and objectives.
35. At the first annual general meeting after the adoption of these Articles and in every subsequent year one-third of the Directors [other than those Directors appointed under Article 34(a) and Article 34(b)] or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Director who is subject to retirement by rotation, he shall retire.
36. Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
37. If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the

meeting it is resolved not to fill the vacancy or unless a resolution for the appointment of the Director is put to the meeting and lost.

38. The Directors may appoint a person who is qualified and willing to act as a Director to fill a vacancy caused by the retirement from office of a Director. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the number of Directors who are to retire by rotation at the Meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
39. Subject as aforesaid, a Director who retires at an annual general meeting may if willing to act be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints some one in his place in accordance with these Articles or, if it does not do so, until the end of the meeting.
40. A person may be appointed or re-appointed a Director whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of 70 years or any other age.

DIRECTORS' INTERESTS

41. Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested.
42. For the purposes of Article 41:-
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF DIRECTORS

43. The Directors shall meet together for the despatch of business at least once every six months but may otherwise meet, adjourn and regulate their meetings as they think fit. A Director may, and the Secretary on the requisition of at least two Directors shall, at any time summon a meeting of

the Directors. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall not have a second or casting vote.

At any meeting of the Directors and of any committee of the Directors each Director who is an associated person shall have one vote and each Director who is not an associated person shall have one vote or if greater a number of votes (including fractions of a vote) calculated by reference to the following formula:-

$$\frac{(5x + 1) - x}{y}$$

where:

"x" is the number of Directors present at the meeting who are associated persons; and
"y" is the number of Directors present at the meeting.

44. Save as herein otherwise provided the quorum necessary for the transaction of the business of the Directors shall be 4.
45. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purposes of filling vacancies in accordance with the Articles or of calling a general meeting.
46. The Directors may appoint one of their number to be the chairman of the Board of Directors and may at any time remove him from the office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
47. The Directors may appoint one or more committees consisting of 3 or more Directors for the purpose of making an inquiry or supervising or performing any functions or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by a committee : provided that all acts and proceedings of any such committee shall be fully and promptly reported to the Directors.
48. The Directors shall cause minutes to be made in books provided for the purpose:-
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company and of the Directors.

49. All acts bona fide done by any meeting of the Directors or by any person acting as a director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or person acting as aforesaid, or that they or any of them were disqualified to be a Director be as valid as if every such person had been duly appointed and was qualified to act as a Director.
50. A resolution in writing, signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
51. Save as otherwise provided by these presents, a Director shall not vote, and if he does so vote his vote shall not be counted, at a meeting of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-
- (a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
 - (b) the resolution relates to the giving to a third party of a guarantee security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - (c) the resolution relates to a contract, proposed contract or arrangement with Birmingham City Council and his interest or duty arises merely by reason that he is a member, director or employee of a body with power to appoint directors under Article 34(b) or is a resident or a Council Tax payer in the City of Birmingham.

For the purpose of this Article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director shall be treated as an interest of the Director.

52. A Director shall not be counted in the quorum present in relation to a resolution on which he is not entitled to vote.
53. If a question arises at a meeting of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

DIRECTORS' EXPENSES

54. The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration.

DIRECTORS' AND OFFICERS' INSURANCE

55. The Directors shall have power to purchase and/or maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company or any other company in which the Company or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company and/or with any subsidiary undertaking of the Company and/or with any such other company, or who are or were at any time trustees of any retirement benefits scheme or employee benefit trust or employees' share scheme in which any employees of the Company or of any such other subsidiary undertaking or other company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other subsidiary undertaking or other company, retirement benefits scheme or employee benefit trust.

SECRETARY

56. Subject to the provisions of the Acts the Secretary shall be appointed by the Directors for such time, at such reasonable and proper remuneration and upon such conditions consistent with Clause 4 of the Memorandum of Association of the Company as they may think fit, and any Secretary so appointed may be removed by them. The Secretary shall be an individual and not a body corporate. The Directors may from time to time by resolution appoint an assistant or deputy Secretary, who shall be an individual and not a body corporate, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting. A Director may not occupy the salaried position of Secretary.

57. A provision of the Acts or these presents requiring or authorising a thing done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

THE SEAL

58. The Directors shall provide for the safe custody of the Seal, which shall be used by the authority of the directors, and any instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

ACCOUNTS

59. The Directors shall cause proper accounting records to be kept in accordance with the Acts.
60. The accounting records shall be kept at the Office or subject to the provisions of the Acts at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.
61. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting or ordered by a Court of competent jurisdiction.
62. A proper income and expenditure account shall be made up in respect of each financial year of the Company in accordance with the Acts together with a proper balance sheet made up as at the date to which the said account is made up. The said account and the said balance sheet shall be accompanied by proper reports of the Directors and of the Auditors and by any other documents required by law to be annexed or attached thereto ("the Accounts"). The Accounts shall from time to time be laid before the Company in General Meeting in accordance with the Acts and shall not less than twenty one clear days before the date of the meeting 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.

NOTICES

63. A notice may be given by the Company to any member either personally or by sending it by

post to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted.

64. Notice of every General Meeting shall be given in any manner hereinbefore authorised to every member and to the Auditors for the time being of the Company.
65. If a member has no registered address for the giving of notice to him, he shall not be entitled to receive any notice from the Company.

INDEMNITY

66. Subject to the provisions of and so far as may be permitted by law, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

WINDING-UP

67. The provisions of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these presents.

RULES OR BYELAWS

68. (a) The Directors may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership and in particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:-
- (i) the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the

- terms on which members may resign or have their membership terminated;
- (ii) the conduct of members of the Company in relation to one another, and to the Company's employees;
 - (iii) the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by these Articles; and
 - (iv) generally all such matters as are commonly the subject matter of Company rules
- (b) The Company in General Meeting shall have power to alter or repeal the rules or byelaws and to make additions to them, and the Directors shall adopt such means as it deems sufficient to bring to the notice of members of the Company all such rules or byelaws, which so long as they shall be in force, shall be binding on all members of the Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company.

Signature Name and Address of Subscriber

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MELISSA TILLS
44 Highbury Road, Kings Heath, Birmingham, B14 7QW

Dated:

Witness to the above Signature:

Name:

Address:

Occupation: