

The Companies Acts 1985 & 1989
COMPANY LIMITED BY GUARANTEE

Articles of Association of
Abbey Road Kids Club Ltd.
Company number 3929208
Interpretations

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1. In these Articles:-

"the Act" means the Companies Act 1985 as amended by Companies Act 1989 and any other amendments from time to time in force.

"the Company" means the above-named company.

"the Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

"employee" means a person for the time being holding a contract of employment with the Company or any subsidiary of the Company.

"the Collective" means the Board of Directors of the Company.

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

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears.

Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument or regulation.

Membership

3. Only employees of the Company may be Members of the Company.

4. All employees on taking up employment with the Company or any subsidiary of the Company shall be admitted to Membership of the Company, except that no person may be nominated to Membership of the Company who is under eighteen years of age, who is an undischarged bankrupt, or who is otherwise prohibited by law from serving as the director of a company. The Collective may by majority vote also decide to exclude from Membership:

- (a) newly appointed employees during such reasonable probationary period as may be specified in their terms and conditions of employment;
- (b) employees working less than a prescribed number of hours per week (or per month);

provided that any such criteria for exclusion are applied equally to all employees.

5. The Company shall maintain a Register of Members in which shall be recorded the name and address of every Member, and the dates on which they became a Member and on which they ceased to be a Member. A Member shall notify the Secretary in writing of a change to their name or address.
6. Every Member shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. All Members shall be supplied at no charge with a copy of the Memorandum & Articles of Association of the Company.
7. Upon admission to Membership of the Company, a person shall also become a member of the Collective.

Cessation of Membership

8. The rights and privileges of a Member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the Member ceasing to be such.
9. A Member shall cease to be a Member of the Company immediately that s/he:
 - (a) resigns in writing to the Secretary; or
 - (b) ceases to be an employee of the Company for any reason whatsoever;
 - (c) dies; or
 - (d) is expelled from Membership by an Ordinary Resolution of the Company in General Meeting, provided that any Member whose expulsion is to be considered shall have the right to make representation to the meeting at which the question is to be decided and that the notices calling the meeting specify that the question of such expulsion is to be raised; or
 - (e) ceases to be eligible to serve as the director of a company by reason of bankruptcy, prohibition order or otherwise.

General Meetings

10. Unless it has passed an Elective Resolution to the contrary, the Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, providing that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. Provided that the first Annual General Meeting shall be held within eighteen months of incorporation, it need not be held in the year of incorporation nor in the following year. The business of an Annual General Meeting shall comprise:
 - (a) the consideration of the Report and Accounts presented by the Collective;
 - (b) the appointment and the fixing of the remuneration of the auditor or auditors;
 - (c) a decision on the application of profits in accordance with Article 52;
 - (d) such other business as may have been specified in the notices calling the meeting.
11. The Collective may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten per cent of the Members of the Company, as provided by section 368 of the Act.

12. Decisions at General Meetings shall be made by passing resolutions as follows:-
- (a) Decisions involving an alteration to the Memorandum and Articles of Association of the Company or the winding up of the Company shall be made by Special Resolution. Other decisions so required from time to time by statute shall be made by Special or Extraordinary Resolution. A Special or an Extraordinary Resolution is one passed by a majority of not less than three-fourths of votes cast at a General Meeting.
 - (b) Decisions to dispense with the requirement to hold Annual General Meetings, to re-appoint auditors annually, or to lay accounts before the Company in General Meeting shall be made by Elective Resolution. An Elective Resolution is one passed by all the Members of the Company for the time being testified by their signatures. Any Elective Resolution once passed may be revoked by a subsequent Ordinary Resolution.
 - (c) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast.

Notices

13. An Annual General Meeting and any General Meeting which is to consider a Special or an Elective Resolution or which is to consider a proposal to remove the auditor or a Member of the Company shall be called by at least twenty-one clear days' notice. Any other General Meeting shall be called by at least fourteen clear days' notice.
14. Notice of every General Meeting shall be given in writing to every Member of the Company and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or sent by post to each Member at the address recorded in the Register of Members and to other persons at their Registered Office.
15. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special or an Elective Resolution or a proposal to remove the auditor or a Member of the Company, such resolution shall be specified in the notices calling that meeting, and in the case of all other General Meetings the general nature of the business to be raised shall be specified.
16. Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.
17. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at General Meetings

18. Every Member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
19. Each Member shall have one vote on any question to be decided by a General Meeting. Votes may only be cast personally; proxy voting is not permitted.
20. No business shall be transacted at a General Meeting unless a quorum of Members is present. Unless and until otherwise decided by the Company in General Meeting, fifty percent of the Membership or two Members, whichever is the greater, shall be a quorum.
21. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned until such date as the Collective may decide and all Members shall be given as much notice as is practicable of the time, date and place of such an adjourned meeting. The Members present at a meeting so adjourned shall constitute a quorum for that meeting only.
22. Each General Meeting shall elect a Chairperson whose function will be to conduct the business of the meeting in an orderly manner.
23. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.
24. Subject to the provisions of the Act, a resolution in writing signed by all the Members of the Company for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in similar form, each signed by one or more Members.
25. The Company may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

The Collective

26. All Members of the Company shall be members of the Collective. For the avoidance of doubt, members of the Collective are the directors of the Company within the meaning of the Act.
27. A Collective member shall not vote in respect of any contract in which s/he is directly or indirectly interested or any matter arising therefrom and if s/he does so vote her/his vote shall not be counted except that nothing in this Article shall prevent a member of the Collective voting in respect of her/his own contract of employment or in respect of dividend or other payments to Members.

28. A person shall immediately cease to be a member of the Collective if s/he ceases to be a Member of the Company for any reason whatsoever under the provisions of Article 9.
29. Any person ceasing to be a member of the Collective for any reason shall also cease to be a Member of the Company.

Powers and Duties of the Collective

30. The business of the Company shall be managed by the Collective who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.
31. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Collective shall from time to time determine.
32. Without prejudice to its general powers the Collective may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

Proceedings of the Collective

33. Members of the Collective may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by consensus. By consensus is meant a situation where all members present are in agreement on an issue, or where those not in agreement agree not to maintain an objection. In the event of consensus not being possible, the matter shall be referred to a second Collective meeting, to be held not more than fourteen days after the date of the first meeting when, if consensus is still not possible, the matter shall be decided by a majority of votes, each Collective member present having the right to one vote.
34. In cases where issues are to be resolved by the Collective by voting but an equality of votes results, the matter shall be referred to a subsequent Collective meeting, to be held not more than fourteen days later. Should an equality of votes remain at this meeting, the status quo will hold, unless the Collective by majority vote resolves to accept as binding the advice of the Arbitrator, appointed as laid down in Article 55, or of some other third party.
35. The Secretary shall on the requisition of two or more Collective members summon a meeting of the Collective by giving reasonable notice to all its members.

36. The quorum necessary for the transaction of business of the Collective shall be one ~~half of its members or two members, whichever is the greater.~~ member.
37. At every Collective meeting the Collective members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
38. The Collective shall cause proper minutes to be made of the proceedings of all meetings of the Company, of the Collective and of any sub-committee and all business transacted at such meetings.
39. A resolution in writing signed by all Collective members for the time being who are entitled to vote shall be as valid and effective as if it had been passed at a meeting of the Collective and may consist of several documents in similar form each signed by one or more Collective members.
40. The Collective may delegate any of its powers to sub-committees consisting of such Members of the Company as it thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the Collective.
41. All acts done by any meeting of the Collective or by any person acting as a member of the Collective shall, even if it be afterwards discovered that there was some defect in the appointment of any Collective member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Collective member.
42. The Collective may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Secretary

43. The Collective shall appoint a Secretary of the Company, who may but need not be also a member of the Collective, for such term, at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
44. Anything which has to be done by or to a Collective member and the Secretary shall not be done by or to one person acting in both capacities.

The Seal

45. If the Company has a Seal, it shall only be used by the authority of the Collective acting on behalf of the Company. Every instrument to which the Seal shall be attached shall be signed by a Collective member and countersigned by a second member, the Secretary, or a Member of the Company appointed by the Collective for the purpose.

Accounts

46. The Collective shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:
- (a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company;
 - (c) the assets and liabilities of the Company.
- Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.
47. The accounts shall be kept at the Registered Office of the Company or, subject to section 222 of the Act, at such other place or places as the Collective thinks fit.
48. The Collective shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by statute.
49. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with the auditor's report, shall not less than twenty-one days before the date of the meeting be sent or delivered to every Member, the auditors and every holder of loan stock or debentures of the Company, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debenture.

Audit

50. Subject to such statutory exemptions and regulations as may be in force, once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
51. Auditors shall be appointed and their duties regulated in accordance with Sections 384 to 392 of the Act.

Profit of the Company

52. The profit of the Company shall be applied as follows, in such proportion and in such a manner as the Annual General Meeting shall decide:-
- (a) First, to a general reserve for the continuation and development of the Company.
 - (b) Second, to a dividend to all Members, either equally or in accordance with some equitable formula which recognises the relative contribution made by each Member to the business of the Company.
 - (c) Third, to make payments for social and charitable objects as provided in Clause 3 of the Memorandum of Association and to the support of the Industrial Common Ownership Movement.

Wages and Welfare

53. The terms and conditions of the contracts of employment of employees of the Company shall be determined by the Collective.
54. Every Member or auditor or officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by her/him in or about the execution and discharge of the duties of her/his office, except to the extent that such losses or liabilities shall be attributed to:-
- (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
 - (b) negligence; or
 - (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

Arbitrator

55. An Arbitrator, not being a Member of the Company, may be appointed by the Company in General Meeting. An Arbitrator shall, on receipt of a written request by the Collective, or by the Members according to such rules as may be drawn up from time to time by the Collective and approved by the Company in General Meeting, but not otherwise, attempt to ensure that disputes between Members are resolved, within the context of the objects of the Company as laid down in the Memorandum of Association or as previously agreed by the Collective or Company in General Meeting.
56. The Arbitrator shall have no power or authority over any of the affairs of the Company except where they are specifically granted by resolution of the Collective at the time of and for the duration of the dispute, or where a reference is made by the Collective under Article 34. The Arbitrator may at any time resign, or refuse to undertake a request to arbitrate.

Dissolution

57. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

Regulations

58. The Company in General Meeting or the Collective may from time to time make, adopt and amend such regulations in the form of bye-laws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the Collective and sub-committees. No regulation shall be made which is inconsistent with these Articles or the Act. All Members of the Company and the Collective shall be bound by such regulations whether or not they have received a copy of them.

We, the several persons whose names, addresses, signatures and descriptions are below subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association:

NAMES, SIGNATURES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

Name MRS. WENDY MCKINLAN Address 53, DUNSTER ROAD,
Signature W. McKinlan WEST BRIDGFORD,
Occupation CHILD CARER. NOTTINGHAM, NG2 6JE.

Name CAROLINE
MRS. LISA STRAW Address 2^b STAMFORD ROAD.
Signature [Signature] WEST BRIDGFORD.
Occupation CHILD CARER. NOTTS. NG2 6GB.

Name Address
Signature
Occupation

Name Address
Signature
Occupation

Name Address
Signature
Occupation

Name Address
Signature
Occupation

Name Address
Signature
Occupation

DATED THIS 4th DAY OF FEBR. 1992000.

WITNESS TO THE ABOVE SIGNATURES

Name S. COLLINS Address ORCHARD HOUSE
Signature [Signature] HIGH ST ORSTON
Occupation LOCAL GOV'T OFFICER NOTTS.

NAMES, SIGNATURES, ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS

Name MRS WENDY MCKINLAY
 Signature W. McKinlay
 Occupation CHILD CARER

Address 53, DUNSTER ROAD,
WEST BRIDGFORD,
NOTTINGHAM. NG2 6SE

Name CAROLINE
MRS LISA STRAW
 Signature [Signature]
 Occupation CHILD CARER

Address 26 STAMFORD ROAD,
WEST BRIDGFORD,
NOTTS. NG2 6SB

Name
 Signature
 Occupation

Address

Name
 Signature
 Occupation

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Address

Name
 Signature
 Occupation

Address

DATED THIS 4th DAY OF FEBR. 199 2000

WITNESS TO THE ABOVE SIGNATURES

Name S. Collins
 Signature [Signature]
 Occupation LOCAL GOV'T OFFICER

Address S. Collins
82 ORCHARD HSE
HIGH ST ORESTON NOTTS