

COMPANIES ACTS 1985 to 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
BEST BEGINNINGS

Incorporated in England & Wales on 05/07/2006

Company Registration Number 5866886

As amended by special resolution dated 20th June 2016

1. Name

The name of the company ('the Charity') is **Best Beginnings**.

2. Registered office

The registered office of the Charity will be situated in England & Wales.

3. The Objects

The objects for which the Charity is established ('the Objects') are:

- 3.1. to promote the physical, mental and emotional health and development of children, parents, prospective parents and carers through the provision of support, education and practical advice, with an emphasis on innovation, collaboration and evidence;
- 3.2. to promote equal access to health and social care services for families with children so that people who have difficulty accessing these services are enabled to do so; and
- 3.3. to advance the education of the public about health and physical, emotional and social development, with an emphasis on parenting and the early years.

4. Charity's powers

- 4.1. In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):
 - 4.1.1. to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - 4.1.2. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- 4.1.3. to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with Part 7 of the Charities Act;
 - 4.1.4. to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 124 to 126 of the Charities Act if it wishes to mortgage land;
 - 4.1.5. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - 4.1.6. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects and to subscribe or guarantee money for charitable purposes;
 - 4.1.7. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
 - 4.1.8. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
 - 4.1.9. to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a director of the Charity ('Trustee') only to the extent it is permitted to do so by Article 5 and provided it complies with the conditions in that Article;
 - 4.1.10. to deposit or invest funds not immediately required for the purposes of the Charity in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as may be thought fit and to arrange for the investments or other property of the Charity to be held in the name of a nominee or custodian, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
 - 4.1.11. to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in Article 4.2, but subject to the restrictions specified in Article 4.3;
 - 4.1.12. to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
 - 4.1.13. to do all such other lawful things as are necessary for the achievement of the Objects;
- 4.2. The liabilities referred to in Article 4.1.11 are:
- 4.2.1. any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;

- 4.2.2. the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

4.3. Excluded liabilities

- 4.3.1. The following liabilities are excluded from Article 4.2.1:

- 4.3.1.1. fines;

- 4.3.1.2. costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;

- 4.3.1.3. liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

- 4.3.2. There is excluded from Article 4.2.2 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5. Application of charitable assets and permissible Trustee benefits

- 5.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects.

5.2. Permissible expenditure in relation to Trustees

- 5.2.1. A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

- 5.2.2. Subject to the restrictions in Articles 4.2 and 4.3, a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.

- 5.2.3. A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 17.

- 5.3. None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee receiving:

- 5.3.1. a benefit from the Charity in the capacity of a beneficiary of the Charity;

- 5.3.2. reasonable and proper remuneration for any goods or services supplied to the Charity.

5.4. No Trustee may:

- 5.4.1. buy any goods or services from the Charity;
- 5.4.2. sell goods, services, or any interest in land to the Charity;
- 5.4.3. be employed by, or receive any remuneration from the Charity;
- 5.4.4. receive any other financial benefit from the Charity;
- 5.4.5. unless:
 - 5.4.5.1. the payment is permitted by Article 5.5 and the Trustees follow the procedure and observe the conditions set out in Article 5.6; or
 - 5.4.5.2. the Trustees obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.

5.5. Permissible Trustee benefits

- 5.5.1. A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- 5.5.2. A Trustee may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Trustee.
- 5.5.3. A Trustee may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees.
- 5.5.4. A company of which a Trustee is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.
- 5.5.5. A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.

5.6. Procedure for authorising Trustee benefits

- 5.6.1. The Charity and its Trustees may only rely upon the authority provided by Article 5.5 if each of the following conditions is satisfied:
 - 5.6.1.1. The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances.
 - 5.6.1.2. The Trustee is absent from the part of any meeting at which there is discussion of:

- 5.6.1.2.1. his or her employment or remuneration, or any matter concerning the contract; or
- 5.6.1.2.2. his or her performance in the employment, or his or her performance of the contract; or
- 5.6.1.2.3. any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 5.5; or
- 5.6.1.2.4. any other matter relating to a payment or the conferring of any benefit permitted by Article 5.5.
- 5.6.1.3. The Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
- 5.6.1.4. The other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest).
- 5.6.1.5. The reason for their decision is recorded by the Trustees in the minute book.
- 5.6.1.6. A majority of the Trustees then in office have received no such payments.
- 5.6.2. The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
 - 5.6.2.1. a partner;
 - 5.6.2.2. an employee;
 - 5.6.2.3. a consultant;
 - 5.6.2.4. a director; or
 - 5.6.2.5. a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.
- 5.6.3. In Articles 5.2 to 5.6:
 - 5.6.3.1. 'Charity' shall include any company in which the Charity:
 - 5.6.3.1.1. holds more than 50% of the shares; or

5.6.3.1.2. controls more than 50% of the voting rights attached to the shares; or

5.6.3.1.3. has the right to appoint one or more directors to the Board of the company; and

5.6.3.2. 'Trustee' shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as his or her partner.

6. Conflicts of interest

6.1. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

6.2. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

6.3. If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

6.3.1. the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

6.3.2. the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

6.3.3. the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

6.4. In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a **connected person**.

7. Amendments

No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, which would have the effect that the Charity shall cease to be a company to which section 60 of the Companies Act applies.

8. Liability of members

8.1. The liability of the members is limited.

- 8.2. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Charity if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Charity's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

9. Dissolution

If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the association, but shall be transferred either to some other institution (whether or not a member of the Charity) having objects similar to the objects of the Charity, or to some institution (whether or not a member of the Charity) the objects of which are the promotion of charity and anything incidental or conducive thereto, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution.

10. Membership

- 10.1. The Charity must maintain a register of **members**.
- 10.2. The members of the Charity shall be the Trustees and any individual or organisation interested in promoting the Objects who:
- 10.2.1. applies to the Charity in the form required by the Trustees;
 - 10.2.2. is approved by the Trustees; and
 - 10.2.3. signs the register of members or consents **in writing** to become a member either personally or (in the case of an organisation) through an **authorised representative**.
- 10.3. The Trustees may establish different classes of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 10.4. Membership is terminated if the member concerned:
- 10.4.1. ceases to be a Trustee (in the case of a member who was admitted to membership on appointment as a Trustee in accordance with Article 10.2);
 - 10.4.2. gives **written** notice of resignation to the Charity;
 - 10.4.3. dies or (in the case of an organisation) ceases to exist;
 - 10.4.4. is more than six **months** in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
 - 10.4.5. is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass

such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice.

10.5. Membership of the Charity is not transferable.

11. General Meetings

- 11.1. Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.
- 11.2. There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least three or one third of the members (if greater).
- 11.3. The **Chair** or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 11.4. Except where otherwise provided by the **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast.
- 11.5. Except for the chair of the meeting, who has a casting vote, every member present in person or through an authorised representative or by proxy has one vote on each issue.
- 11.6. A written resolution agreed in accordance with the requirements of sections 288 to 298 of the Companies Act is as valid as a resolution actually passed at a general meeting.
- 11.7. The Charity may hold an **AGM** at which the members may:
 - 11.7.1. receive the accounts of the Charity for the previous **financial year**;
 - 11.7.2. receive the Trustees' report on the Charity's activities since the previous AGM;
 - 11.7.3. appoint auditors for the Charity; and
 - 11.7.4. discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.8. Any general meeting which is not an AGM is an **EGM**.
- 11.9. An EGM may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least five members.

12. The Trustees

- 12.1. The Trustees as **charity trustees** have control of the Charity and its property and funds.

- 12.2. The Trustees when complete consist of at least three and not more than fifteen individuals.
- 12.3. Appointment of Trustees
- 12.3.1. The Trustees shall be those persons named in the statement delivered to the Registrar of Companies pursuant to section 12 of the Companies Act, who shall be deemed to have been appointed under the Articles.
- 12.3.2. Future Trustees shall be appointed by resolution of the Board for an initial term of three years, which may be renewed by the Board for one further term of three years.
- 12.4. At the end of a Trustee's second term of office, their trusteeship shall terminate unless the Board decides that the interests of the Charity require a further, exceptional extension to their term of office.
- 12.5. A Trustee's term of office automatically terminates if he or she:
- 12.5.1. is disqualified under the Charities Act from acting as a charity trustee;
- 12.5.2. is incapable, whether mentally or physically, of managing his or her own affairs;
- 12.5.3. is absent without notice from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 12.5.4. resigns by written notice to the Trustees (but only if at least three Trustees will remain in office); or
- 12.5.5. is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 12.6. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Trustees' proceedings

- 13.1. The Trustees must hold at least three meetings each year.
- 13.2. A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 13.3. There is a quorum at a meeting of the Trustee if the number of Trustees present (including those participating by electronic means in accordance with Article 13.2) is at least three or one third of the Trustees (if greater).
- 13.4. The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

- 13.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a resolution agreed by all the Trustees in writing is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of agreement of the last Trustee.
- 13.6. Except for the chair of the meeting, who has a casting vote, every Trustee has one vote on each issue.
- 13.7. No decision should be taken without the involvement of the Chair or Vice-Chair.
- 13.8. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

14. Trustees' powers

The Trustees have the following powers in the administration of the Charity:

- 14.1. To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 14.2. To appoint a Chair, Vice-Chair, Treasurer and other honorary officers from among their number.
- 14.3. To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 14.4. To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy.
- 14.5. To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 14.6. To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 14.7. To establish procedures to assist the resolution of disputes or differences within the Charity.
- 14.8. To exercise any powers of the Charity which are not reserved to a general meeting.

15. Records and Accounts

- 15.1. The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:
 - 15.1.1. annual returns;

- 15.1.2. annual reports; and
- 15.1.3. annual statements of account.
- 15.2. The Trustees must keep proper records of:
 - 15.2.1. all proceedings at general meetings;
 - 15.2.2. all proceedings at meetings of the Trustees;
 - 15.2.3. all reports of committees; and
 - 15.2.4. all professional advice obtained.
- 15.3. Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 15.4. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

16. Notices

- 16.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any journal distributed by the Charity.
- 16.2. The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.
- 16.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 16.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 16.3.2. two clear days after being sent by first class post to that address;
 - 16.3.3. three clear days after being sent by second class or overseas post to that address;
 - 16.3.4. on the date of publication of a newspaper containing the notice;
 - 16.3.5. on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
 - 16.3.6. as soon as the member acknowledges actual receipt.
- 16.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

17. Indemnity

The Charity may indemnify any Director, Auditor, Reporting Accountant, or other officer of the Charity against any liability incurred by him or her in that capacity: in the case of a Director, to the extent permitted by sections 232 to 234 of the Companies Act; in the case of an Auditor, to the extent permitted by section 533 of that Act.


18. Interpretation

- 18.1. In the Memorandum and in the Articles, unless the context indicates another meaning:
- 18.1.1. 'AGM' means an annual general meeting of the Charity;
 - 18.1.2. 'the Articles' means the Charity's articles of association;
 - 18.1.3. 'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;
 - 18.1.4. 'Chair' means the chair of the Trustees;
 - 18.1.5. 'the Charity' means the company governed by the Articles;
 - 18.1.6. 'the Charities Act' means the Charities Act 2011;
 - 18.1.7. 'charity trustee' has the meaning prescribed by section 177 of the Charities Act;
 - 18.1.8. 'clear day' means 24 hours from midnight following the relevant event;
 - 18.1.9. 'the Commission' means the Charity Commission for England and Wales;
 - 18.1.10. 'the Companies Act' means the Companies Act 2006;
 - 18.1.11. 'connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;
 - 18.1.12. 'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;
 - 18.1.13. 'EGM' means an extraordinary general meeting of the Charity;
 - 18.1.14. 'financial year' means the Charity's financial year;
 - 18.1.15. 'firm' includes a limited liability partnership;
 - 18.1.16. 'informal membership' refers to a supporter who may be called a 'member' but is not a company member of the Charity.

- 18.1.17. 'material benefit' means a benefit which may not be financial but has a monetary value;
- 18.1.18. 'member' and 'membership' refer to company membership of the Charity;
- 18.1.19. 'Memorandum' means the Charity's Memorandum of Association;
- 18.1.20. 'month' means calendar month;
- 18.1.21. 'the Objects' means the Objects of the Charity as defined in Article 3;
- 18.1.22. 'Secretary' means any person appointed to perform the duties of the company secretary of the Charity;
- 18.1.23. 'Trustee' means a director of the Charity and 'Trustees' means the directors.
- 18.1.24. 'written' or 'in writing' refers to a legible document on paper, or a document which can be printed onto paper, including a fax message or email;
- 18.1.25. 'year' means calendar year.
- 18.2. Expressions defined in the Companies Act have the same meaning.
- 18.3. References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Signed

Date: 27/01/17



Dr Ann Hoskins
Chair
Best Beginnings