



FILE COPY

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

Company No. 6661471

The Registrar of Companies for England and Wales hereby certifies that

CABRINI CHILDREN'S SOCIETY LIMITED

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

Given at Companies House on **31st July 2008**



N06661471I



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

000121/50

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COMPANIES ACTS 1985, 1989 AND 2006

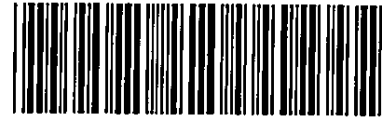
**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

CABRINI CHILDREN'S SOCIETY LIMITED

THURSDAY



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COMPANIES HOUSE

1. NAME

The name of the company is Cabrini Children's Society Limited
("the Company")

2. REGISTERED OFFICE

The registered office of the Company is to be in England and Wales.

3. OBJECTS

- (a) The objects for which the Company is established are to undertake the support, care, education and maintenance of, and otherwise to promote the physical, mental, moral and spiritual welfare of children, young persons and of adults with learning disabilities with a particular priority for those of the Roman Catholic faith who are either poor or deprived of home, family or parents or in danger of such deprivation.
- (b) In furtherance of the foregoing objects the Company shall have the following powers:
- (i) to provide advice and material or spiritual support and assistance to the parents or parent or other guardians or guardian of such children young persons and adults and to any expectant mother (whether married or unmarried);
 - (ii) to establish, conduct and maintain, with or without aid from public or local funds or other sources, schools, nurseries, homes and other educational or other residential or non-residential establishments for children, young persons and adults with learning disabilities;
 - (iii) to contribute or otherwise to support or assist any other similar establishment not owned or managed by the Company;
 - (iv) to engage and remunerate professional and other staff and employees;
 - (v) to undertake or arrange for the training of such children, young persons and adults as aforesaid in trades and professions, and to procure occupations and employment for such children and young persons;
 - (vi) to consult and exchange information with, to share any premises, staff or facilities with, and generally to co-operate in any manner which the Company considers proper or expedient, with any Local Authority or other body or institution undertaking activities similar to those undertaken by the Company;

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31 JUL 2008
INSTRUMENT

- (vii) generally to take all steps which the Company considers necessary or expedient for the purpose of ensuring that those children and young persons of the Roman Catholic Faith to whom assistance is given should be properly instructed and brought up in the practice of the faith;
- (viii) to purchase, take on lease, or in exchange hire or otherwise acquire any real or personal property and any rights or privileges necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company,
- (ix) to sell, exchange, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the promotion of its objects;
- (x) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be conducive to its objects,
- (xi) to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit;
- (xii) to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (xiii) to establish and support or aid in the establishment and support of any charitable associations or institutions, and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its purposes,
- (xiv) to appeal publicly or privately for voluntary subscriptions or donations in aid of the Company's undertakings;
- (xv) to do all other things as will further the above objects or any of them;

all of which objects may be undertaken by the Company either as Principals or Agents or as Trustees or Contractors for any other persons, societies or corporations.

PROVIDED that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which if any object of the Company would make it a Trade Union

4. BENEFITS TO MEMBERS AND TRUSTEES

- 4.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company.
- 4.2
 - 4 2.1 A Trustee is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company;
 - 4 2 2 A Trustee may benefit from trustee indemnity insurance cover purchased at the Company's expense
- 4.3 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. This does not prevent a member who is not also a Trustee receiving: ✓

- 4.3.1 a benefit from the Company in the capacity of a beneficiary of the Company;
 - 4.3.2 reasonable and proper remuneration for any goods or services supplied to the Company.
- 4.4 No Trustee may:
- 4.4.1 buy any goods or services from the Company,
 - 4.4.2 sell goods, services, or any interest in land to the Company;
 - 4.4.3 be employed by, or receive any remuneration from the Company;
 - 4.4.4 receive any other financial benefit from the Company,
- unless:
- (a) the payment is permitted by sub-clause 4.5 of this clause and the Trustees follow the procedure and observe the conditions set out in sub-clause .6 of this clause; or
- 4.5
- 4.5.1 A Trustee may receive a benefit from the Company in the capacity of a beneficiary of the Company.
 - 4 5 2 A Trustee may be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Trustee.
 - 4.5.3 A Trustee may receive interest on money lent to the Company 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
 - 4 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
 - 4 5 5 A Trustee may receive rent for premises let by the Trustee to the Company if the amount of the rent and the other terms of the lease are reasonable and proper
- 4 6
- 4.6.1 The Company and its Trustees may only rely upon the authority provided by sub-clause 4.5 if each of the following conditions is satisfied·
 - (a) The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances.
 - (b) The Trustee is absent from the part of any meeting at which there is discussion of
 - (i) his or her employment or remuneration, or any matter concerning the contract; or
 - (ii) his or her performance in the employment, or his or her performance of the contract; or

- (iii) 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 sub-clause 4.5; or
 - (iv) any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 4.5.
 - (c) 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.
 - (d) The other Trustees are satisfied that it is in the interests of the Company 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).
 - (e) The reason for their decision is recorded by the Trustees in the minute book.
 - (f) A majority of the Trustees then in office have received no such payments.
- 4.6.2 The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
- (a) a partner;
 - (b) an employee,
 - (c) a consultant,
 - (d) a director; or
 - (e) 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

4.7 In sub-clauses 4.2 - 4.6 of this clause 4

4.7.1 "Company" shall include any company in which the Company.

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares;
or
- (c) has the right to appoint one or more directors to the Board of the company

4.7.2 "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, or their children.

5. **LIMITED LIABILITY**

The liability of members is limited.

6 **GUARANTEE**

Every member promises if the Company is dissolved while he she or it remains a member or within 12 months afterwards to contribute up to £1 towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member. ✓

7. **DISSOLUTION**

- 7.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be transferred to one or more other bodies with the same or similar Objects. ✓

8. **INTERPRETATION**

- 8.1 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 8 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association

Name address and Occupation of subscribers	Signature of Subscribers	Date	Signature of Witness and Witness name address and occupation
SK Directors Limited 13 Queen Square Bath BA1 2HJ	<i>Manuel for SK Directors Ltd</i>	30/7/08	<i>[Signature]</i> C. Lewis 13 Queen Square Bath BA1 2HJ

COMPANIES ACTS 1985, 1989 AND 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

CABRINI CHILDREN'S SOCIETY LIMITED

1 MEMBERSHIP

- 1.1 The Company must maintain a register of members.
- 1.2 The members of the Company shall be the Trustees.
- 1.3 Every member must consent in writing to become a member
- 1.4 Membership is terminated if the member concerned:
 - 1.4.1 gives written notice of resignation to the Company;
 - 1.4.2 dies;
 - 1.4.3 is 6 months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due),
 - 1.4.4 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 Company (but only 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); or
 - 1.4.5 (in the case of a Trustee) ceases to be a Trustee.
- 1.5 Membership of the Company is not transferable.
- 1.6 Any Organisation that is a member of the Company may nominate any person to act as its duly authorised representative at any meeting of the Company, provided that:
 - 1.6.1 the organisation must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The nominee may continue to represent the organisation until written notice to the contrary is received by the Company; and
 - 1.6.2 any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation.

2. GENERAL MEETINGS OF MEMBERS

2.1 General Meetings

Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called within 21 days on a written request from at least one tenth of the members.

2.2 Notice

2.2.1 Subject to Article 2.2.2, general meetings are called on at least 14 clear days notice (unless the Act requires a longer notice period) specifying:

- (A) the time, date and place of the meeting;
- (B) the general nature of the business to be transacted; and
- (C) notifying Members of their right to appoint a proxy.

2.2.2 A general meeting may be called by shorter notice if 90 per cent of the members entitled to vote upon the business to be transacted agree.

2.2.3 Notice of general meetings should be given to every member and Trustee, and to the Company's auditors

2.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

2.3 Quorum

2.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of members personally present, present by duly authorised representative of an organisation, or present by proxy, is one.

2.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such 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 Trustees may determine.

2.4 Chairperson of the Meeting

2.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by those present presides at a general meeting

2.4.2 If no Trustee is willing to act as chairperson, or if no Trustee 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 chairperson.

2.5 Adjournment

The chairperson 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 14 days or more, at least 7 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.

2.6 **Voting General**

- 2.6.1 On a show of hands or a poll every member who (being an individual) is present in person or by proxy or (being an organisation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote.
- 2.6.2 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such, deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Company's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours (excluding bank holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 2.6.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive

2.7 **Poll Voting**

- 2.7.1 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. Subject to the provisions of the Act, a poll may be demanded:
- (A) by the chairperson, 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;
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 2.7.2 Unless a poll is duly demanded a declaration by the chairperson 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.
- 2.7.3 A demand for a poll may be withdrawn if:
- (A) the poll has not yet been taken, and
 - (B) the chairperson consents to the withdrawal;
- a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

2.7.4 A poll shall be taken as the chairperson directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

2.7.5 A poll demanded on the election of a chairperson 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 chairperson directs not being more than 30 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 was 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.

2.7.6 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 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

2.8 **Proxy Voting**

2.8.1 On a poll or a show of hands, votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.

2.8.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which:

- (A) states the name and address of the member appointing the proxy;
- (B) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (C) is executed by or on behalf of the member appointing the proxy, and
- (D) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

In Article 2.8.3 and 2.8.4, "address", includes any number or address used for the purposes of sending or receiving documents by Electronic Means.

2.8.3 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:

- (A) in the case of an instrument in Hard Copy Form be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours (excluding bank holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (B) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or

- (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Company in relation to the meeting,
be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
 - (C) in the case of a poll taken more than 48 hours (excluding bank holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours (excluding bank holidays and weekends) before the time appointed for the taking of the poll; or
 - (D) where the poll is not taken immediately but is taken not more than 48 hours (excluding bank holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to any Trustee,
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

2.8.4 A vote given or poll demanded by proxy or by the duly authorised representative of an organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

2.8.5 An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

2.9 **Written Resolutions**

Subject to the provisions of the Act:

2.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by members representing a simple majority of the total voting rights of Eligible Members.

2.9.2 A written resolution is passed as a special resolution if it is agreed to by members representing not less than 75% of the total voting rights of Eligible Members; and states that it is a special resolution.

2.9.3 A member's resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.

2.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the

resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

- 2 9.5 A member indicates his or her agreement to a written resolution when the Company receives from the member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (A) by the member's signature if the document is in Hard Copy Form;
or
 - (B) by the member's signature, or confirmation of the member's identity in a manner specified by the Company, accompanied by a statement of the member's identity which the Company has no reason to doubt, if the document is in Electronic Form.

- 2.9.6 A written resolution lapses if the required number of agreements has not been obtained by 28 days beginning with the Circulation Date of the resolution.

3. THE TRUSTEES

- 3.1 The Trustees as Company trustees have control of the Company and its property and funds.
- 3.2 The first Trustees shall be the Subscribers to the Memorandum. Future Trustees shall be appointed as subsequently laid out in these Articles.
- 3.3 The Trustees when complete shall consist of at least 1 but (unless otherwise determined by ordinary resolution) shall not exceed 10.
- 3 4 Every Trustee must sign a declaration of willingness to act as a Company trustee of the Company before he or she is eligible to vote at any meeting of the Trustees.
- 3.5 New Trustees shall be appointed by the Trustees at the First Trustee Meeting.
- 3.6 A Trustee's term of office automatically terminates if he or she:
- 3 6.1 is disqualified under the Charities Act 1993 from acting as a Company trustee;
 - 3.6 2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 3.6.3 is absent from 3 consecutive meetings of the Trustees without a reason acceptable to the Trustees;
 - 3.6.4 ceases to be a member;
 - 3.6.5 resigns by written notice to the Trustees (but only if at least 1 Trustee will remain in office), or
 - 3.6 6 is removed by resolution passed by 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.
- 3.7 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.

4. PROCEEDINGS OF TRUSTEES

- 4.1 The Trustees must hold at least 2 meetings each year.
- 4.2 A quorum at a meeting of the Trustees is 1 of the total number of Trustees whichever is the greater.
- 4.3 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 simultaneously.
- 4.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 4.6 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. POWERS OF TRUSTEES

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

- 5.1 to appoint a Chairperson, Treasurer and other honorary officers from among their number,
- 5.2 to delegate any of their functions to committees consisting of 2 or more individuals appointed by them (but at least 1 member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
- 5.3 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- 5.4 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 5.5 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- 5.6 to establish procedures to assist the resolution of disputes within the Company; and
- 5.7 to exercise any powers of the Company which are not reserved to a general meeting

6. RECORDS & ACCOUNTS

- 6.1 The Trustees must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
 - 6.1.1 annual reports;
 - 6.1.2 annual returns; and
 - 6.1.3 annual statements of account.
- 6.2 The Trustees must keep proper records of:
 - 6.2.1 all proceedings at general meetings;
 - 6.2.2 all proceedings at meetings of the Trustees;
 - 6.2.3 all reports of committees; and
 - 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 6.4 A copy of the Company's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Company's reasonable costs, within 2 months.

7. MEANS OF COMMUNICATION TO BE USED

- 7.1 The Company can deliver a notice or other document, including a proxy form or guarantee certificate, to a member:
 - 7.1.1 by delivering it by hand to the address recorded for the member on the register;
 - 7.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the member on the register;
 - 7.1.3 by fax (except for guarantee certificates) to a fax number notified by the member in writing;
 - 7.1.4 by electronic mail (except a guarantee certificate) to an address notified by the member in writing;
 - 7.1.5 by a website (except a guarantee certificate) the address of which shall be notified to the member in writing, or
 - 7.1.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way

- 7.2 If a notice or document or proxy form is delivered by hand, it is treated as being delivered at the time it is handed to or left for the member

7.3 If a notice or document or proxy form is sent by post or other delivery service not referred to below, it is treated as being delivered.

7.3.1 24 hours after it was posted, if first class post was used, or

7.3.2 72 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

7.3.3 properly addressed; and

7.3.4 put into the post system or given to delivery agents with postage or delivery paid.

7.4 If a notice or document or proxy form (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.

7.5 If a notice or document or proxy form (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.

7.6 If a notice or document or proxy form (other than a guarantee certificate) is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

7.7 If a notice or document or proxy form is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

7.8 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.

7.9 A member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

8. INDEMNITY

Subject to the provisions of the Act every Trustee or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Company.

9. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here.

10. INTERPRETATION

In the Memorandum and in these Articles:

10.1 **"the Act"** means the Companies Act 1985, including any statutory modifications or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;

"these Articles" means these articles of association,

"Chairperson" means the person elected under Article 5.2 to chair Trustees' meetings and other meetings as laid out in these Articles;

"the Company" means the company governed by these Articles;

"Company trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993;

"Circulation Date" has the meaning prescribed by the Companies Act 2006,

"clear day" means 24 hours from midnight following the relevant event;

"Electronic Form" and **"Electronic Means"** have the meanings respectively prescribed to them in the Companies Act 2006;

"Eligible Member" has the meaning prescribed by the Companies Act 2006;

"executed" includes any mode of execution;

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;

"First Trustee Meeting" means the first Trustee meeting to be held in each financial year of the Company;

"Hard Copy Form" has the meaning prescribed by the Companies Act 2006;

"material benefit" means a benefit which may not be financial but has a monetary value;

"member" and **"membership"** refer to membership of the Company;

"Memorandum" means the Company's memorandum of association;

"month" means calendar month;

"the Objects" means the Objects of the Company as defined in clause 3 of the Memorandum;

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

"Trustee" means a director of the Company and **"Trustees"** means all of the directors;

"written" or "in writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, post, fax message, by Electronic Means or otherwise; and

"year" means calendar year.

10.2 Expressions defined in the Act have the same meaning.

10.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Name address and Occupation of subscribers	Signature of Subscribers	Date	Signature of Witness and Witness name address and occupation
SK Directors Limited 13 Queen Square Bath BA1 2HJ	<i>Attest for SK Directors Ltd.</i>	30/7/08	<i>[Signature]</i> C. Leuss 13 Queen Square Bath BA1 2HJ

Declaration on application for registration

Company Name in full

Cabrini Children's Society Limited

I, Caroline Leviss

of 13 Queen Square, Bath BA1 2HJ

† Please delete as appropriate

do solemnly and sincerely declare that I am a (Solicitor engaged in the formation of the company) [REDACTED] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with

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

Declarant's signature



Declared at

5/6 NORTHUMBRIA BUILDINGS, QUEEN SQUARE, BATH

Day Month Year

on

3	0	0	7	2	0	0	8
---	---	---	---	---	---	---	---

① Please print name

before me^①

MICHELLE EURABETH MAZGIZ

Signed

McMarzol

Date _____

30 07. 2008

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

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

Companies House receipt date barcode

Stone King Sewell LLP

13 Queen Square, Bath BA1 2HJ

Tel 01225 337599

DX number	8001	DX exchange	Bath
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When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

**DX 235 Edinburgh
or LP - 4 Edinburgh 2**

**10**

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

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

Cabrini Children's Society Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

13 Queen Square

Post town

Bath

County / Region

Somerset

Postcode

BA1 2HJ

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

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

Stone King Sewell LLP

13 Queen Square, Bath BA1 2HJ

Tel 01225 337599

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for companies registered in Scotland

DX 33050 Cardiff

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Form revised December 2003

CO10/1

Company Secretary (see notes 1-5)

Company name			
NAME	*Style / Title	*Honours etc	
Forename(s)			
Surname			
Previous forename(s)			
Previous surname(s)			
Address ††			
Post town			
County / Region		Postcode	
Country			

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	*Honours etc	
Forename(s)		SK Directors Limited	
Surname			
Previous forename(s)			
Previous surname(s)			
Address ††		13 Queen Square	
Post town		Bath	
County / Region	Somerset	Postcode	BA1 2HJ
Country		England	

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title		*Honours etc			
*Voluntary details	Forename(s)					
	Surname					
	Previous forename(s)					
	Previous surname(s)					
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	Address ††					
	Post town					
	County / Region		Postcode			
	Country					
	Date of birth	Day	Month	Year	Nationality	
	Business occupation					
	Other directorships					
	I consent to act as director of the company named on page 1					
	Consent signature		Date			

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e. those who signed as members on the memorandum of association).

Signed	<i>Attendant for Sh. Directors Ltd.</i>	Date	30 July 08
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

Notes

- 1 Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s)

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line

Give previous forename(s) or surname(s) except that

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it

Address

Give the usual residential address

In the case of a corporation or Scottish firm give the registered or principal office

Subscribers

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s)

- 2 Directors known by another description.

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3 Directors details

- Show for each individual director the director's date of birth, business occupation and nationality
The date of birth must be given for every individual director.

4 Other directorships

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years**, when the person was a director, **was:**
 - dormant,
 - a parent company which wholly owned the company making the return,
 - a wholly owned subsidiary of the company making the return, or
 - another wholly owned subsidiary of the same parent company

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director

- 5 Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors