

COMPANIES ACT 2006  
SPECIAL/WRITTEN/ORDINARY RESOLUTION

Company number: 06722321

Company name: ASPIRE AND SUCCEED

On the 22 day of December 2018 the following special/written/ordinary resolution was agreed and passed by the members:

to take at clause 4.3c

Signed



Shale Anwar

THURSDAY



A12 \*A7ZAA7FK\* #125  
14/02/2019  
COMPANIES HOUSE

**The Companies Acts 1985 and 2006**

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**Company Limited by Guarantee  
and not having a share capital**

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**Memorandum  
and  
Articles of Association  
of  
ASPIRE & SUCCEED**

**The Companies Acts 1985 and 2006**

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**Company Limited by Guarantee  
and not having a share capital**

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**Memorandum of Association  
of  
ASPIRE & SUCCEED**

**1. NAME**

The Company's name is "ASPIRE & SUCCEED".

**2. REGISTERED OFFICE**

The Company's registered office will be in England and Wales.

**3. OBJECTS & POWERS**

**3.1** The Company's object is to carry on activities which benefit the community and in particular (without limitation) to

- (a) provide after-school education programmes for children covering National Curriculum and other supplementary school subjects
- (b) provide education programmes for school-leavers and adults
- (c) provide mentoring and youth work programmes for school age children and young adults
- (d) provide parental involvement in education programmes
- (e) provide advice and advocacy services in the areas of welfare benefits, housing, health & social care, money advice, education welfare and immigration
- (f) provide research and consultancy services in the areas of community engagement, educational attainment, capacity - building and youth work

**3.2** The Company has the power to do anything which is incidental or conducive to the furtherance of its object.

**4. INCOME & PROPERTY**

**4.1** The income and property of the company shall be applied solely towards the promotion of the Objects.

- a) A Director 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 company.
- b) Subject to restrictions in sub-clause 3 (Objects & Powers) a Director may benefit from Indemnity insurance cover purchased at the company's expense.

**4.2** 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 Director receiving:

- a) a benefit from the charity in the capacity of a beneficiary of the charity;
- b) reasonable and proper remuneration for any goods or services supplied to the company.

**4.3** No Director may:

- a) buy any goods or services from the company;
- b) sell goods, services, or any interest in land to the company;

unless:

- (i) the payment is permitted by sub-clause **4.4** of this clause, does not exceed an amount that is reasonable in all the circumstances, and does not result in a majority of the Directors having received a financial benefit from the company; or
- (ii) the Directors obtain prior written approval of regulatory authorities and fully comply with any procedures they prescribe.

**4.4** (a) (i) A Director may receive a benefit from the company in the capacity of a beneficiary of the company.

(iii) A Director may enter into a contract for the supply of goods or services to the company where that is permitted in accordance with, subject to the conditions in. section 73A of the Charities Act 1993.

(iv) A Director may receive interest on money lent to the charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Directors.

- (v) A company which a Director 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 Director holds no more than 1% of the issued capital of that company.
- (vi) A Director may receive rent for premises let by the Director to the company if the amount of rent and the other terms of the lease are reasonable and proper provided that such a Director shall withdraw from any meeting at which such proposal or the rent of other terms of the lease are under discussion.
- (vii) The Directors may arrange for the purchase, out of the funds of the company, of insurance designed to indemnify the Directors in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.
- (b) The employment or remuneration of a Director includes the engagement of remunerations of any firm or company in which the Director is:
  - (i) a partner;
  - (ii) an employee;
  - (iii) a consultant;
  - (iv) a director; or
  - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

**5. LIMITED LIABILITY**

The liability of the Members is limited.

**6. GUARANTEE**

Every member of the Company undertakes to contribute a sum not exceeding £1 to the assets of the Company if it is wound up during his, her or its membership within one year afterwards:

- (a) for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a Member;
- (b) for the costs, charges and expenses of winding up; and
- (c) for the adjustment of the rights of the contributories among themselves.

We, the subscribers to this Memorandum, wish to form a Company pursuant to this Memorandum.

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Names, Addresses and Signatures of Subscribers

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Guarantee

1.

Signature:



£1

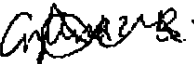
Name: SHAOUL HAKE SAIED,

Address: 11 ANGLESEY STREET, BIRMINGHAM, B19 10J

Date: 14/07/08

Witness to the above signature:

Signature:



Name: GULNAZ BEGUM

Address: 11 Anglesey Street, Birmingham B19 10J

14/09/08

2.

Signature:



Q1

Name: SALEH ISLAM.

Address: 39 CLIFTON CLOSE, ASTON, B6 5BD.

Date: 14-09-08.

Witness to the above signature:

Signature:




Name: Gulnaz Begum.

Address: 11 Anglesy Street, Birmingham B19 1QS  
14/09/08

3.

Signature:



Q1

Name: AWWAD ALI

Address: 35 HANOVER CLOSE, ASTON, BIRMINGHAM B6 5ES

Date: 14/9/08

Witness to the above signature:

Signature:



Name: Gulnaz Begum

Address: 11 Anglesy Street, Birmingham, B19 1QS

4.

Signature:



Q1

Name: Shabe Ahmed

Address: 1 Carpenters Road, Ladbroke, B'ham, B19 2BA

Date: 14/09/08

Witness to the above signature:

Signature: Gulnaz Begum

Name: Gulnaz Begum

Address: 11 Anglesey Street, Birmingham B19 1QJ

5.

Signature: Iqbal Ali

61

Name: Iqbal Ali

Address: 3 Church Street, B19 1QW

Date: 14 09 08

Witness to the above signature:

Signature: Gulnaz Begum

Name: Gulnaz Begum

Address: 11 Anglesey Street, Birmingham B19 1QJ



**The Companies Acts 1985 and 2006**

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**Company Limited by Guarantee  
and not having a share capital**

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**Articles of Association  
of  
ASPIRE & SUCCEED**

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## PART ONE: DEFINITIONS AND INTERPRETATION

### 1. DEFINITIONS

In these Articles the following terms shall have the following meanings.

Term	Meaning
<b>“The Companies Acts”</b>	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006(a) for the time being in force;
<b>“2004 Act”</b>	the Companies (Audit, Investigations and Community Enterprise) Act 2004
<b>“address”</b>	in relation to electronic communications, includes any number or address used for the purposes of such communications
<b>“Articles”</b>	the Company’s Articles of Association
<b>“Chair”</b>	the meaning given in article 14
<b>“Charity”</b>	(except in the phrases “Scottish Charity” and “Northern Ireland Charity”) the meaning given by Section 96 of the Charities Act 1993
<b>“clear days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
<b>“Company”</b>	<b>ASPIRE &amp; SUCCEED</b>
<b>“Director”</b>	a Director of the Company, including any person occupying the position of Director, by whatever name called
<b>“Directors’ functions”</b>	the meaning given in article 3(1)
<b>“electronic communication”</b>	the meaning given in the Electronic Communications Act 2000
<b>“in writing”</b>	written printed or transmitted writing including by electronic communication
<b>“majority decision”</b>	the meaning given in article 9

<b>“Members”</b>	the members of the Company as defined in the 1985 Act <sup>14</sup>
<b>“Memorandum”</b>	the Company’s Memorandum of Association
<b>“relevant quorum”</b>	the meaning given in article 13(1)
<b>“remuneration”</b>	any reasonable payment or benefit received, or to be received, by a Director or employee of the Company in consideration for that Director’s or employee’s services to the Company, and any arrangement in connection with the payment of a pension, allowance or gratuity to or in respect of any person who is to be, is, or has been a Director or employee of the Company or any of its predecessors in business
<b>“Secretary”</b>	the individual appointed as Company Secretary under article 30
<b>“subsidiary”</b>	the meaning given in section 736 of the Companies Act 1985
<b>“unanimous decision”</b>	the meaning given in article 8.

## 2. INTERPRETATION

- (1) Unless the context requires otherwise, words or expressions defined in:
  - (a) the Companies Acts,
  - (b) the 2004 Act, or
  - (c) the Regulations, have the same meaning in the Articles.
- (2) Without prejudice to the generality of paragraph (1):
  - (a) **“community”** is to be construed in accordance with section 35 of the 2004 Act and Part 2 of the Regulations;<sup>17</sup>
  - (b) **“financial year”** has the meaning given in section 223 of the 1985 Act; and
  - (c) **“transfer”** includes every description of disposition, payment, release or distribution and the creation or extinction of an estate or interest in, or right over, any property, or, in Scotland, a right, title or interest in or over any property.
- (3) Unless the context requires otherwise, all references to legislative provisions are to the legislation concerned as amended, repealed, re-enacted or replaced and in force from time to time.

- (4) Unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular.

## **PART TWO: DIRECTOR'S FUNCTIONS**

### **3. DIRECTORS' GENERAL AUTHORITY TO MANAGE THE COMPANY**

- (1) The Directors' functions are:
- (a) to manage the Company's business; and
  - (b) to exercise all the powers of the Company for any purpose connected with the Company's business.
- (2) The Directors may delegate their functions in accordance with the Articles.

### **4. DIRECTORS' GENERAL AUTHORITY TO DELEGATE FUNCTIONS**

- (1) Subject to the Articles, the Directors may delegate any of their functions to any person they think fit.
- (2) The Directors must not delegate to any person who is not a Director any decision connected with:
- (a) the taking of decisions by Directors; or
  - (b) the appointment of a Director or the terminations of a Director's appointment.
- (3) Any delegation under paragraph (1) may authorise further delegation of the Directors' functions by any person to whom they are delegated.

### **5. COMMITTEES OF DIRECTORS**

- (1) Two or more Directors are a "committee" if the Directors have:
- (a) delegated any of the Directors' functions to them; and
  - (b) indicated that they should act together in relation to that function.
- (2) The provisions of the Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees.

## **PART THREE: DECISION-MAKING BY DIRECTORS**

## **6. SCOPE OF RULES**

- (1) References in the Articles to decisions of Directors are to decisions of Directors which are connected with their functions.
- (2) Except where the Articles expressly provide otherwise, provisions of the Articles about how the Directors take decisions do not apply:
  - (a) when the Company only has one Director; or
  - (b) to decisions delegated to a single Director.

## **7. DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

Any decision which the Directors take:

- (a) must be either a unanimous decision or a majority decision; and
- (b) may, but need not, be taken at a meeting of Directors.

## **8. UNANIMOUS DECISIONS**

- (1) The Directors take a unanimous decision when they all indicate to each other that they share a common view on a matter.
- (2) A unanimous decision need not involve any discussion between Directors.

## **9. MAJORITY DECISIONS**

- (1) The Directors take a majority decision if:
  - (a) every Director has been made aware of a matter to be decided by the Directors;
  - (b) all the Directors who indicate that they wish to discuss or vote on the matter have had a reasonable opportunity to communicate their views on it to each other; and
  - (c) a majority of those Directors vote in favour of a particular conclusion on that matter.
- (2) Paragraph (1)(a) does not require communication with any Director with whom it is not practicable to communicate, having regard to the urgency and importance of the matter to be decided.
- (3) In case of an equality of votes, the Chair shall have a second or casting vote.
- (4) Except as provided by paragraph (3), in all proceedings of Directors each

Director must not have more than one vote.

- (6) Directors participating in the taking of a majority decision otherwise than at a meeting of Directors:

(a) may be in different places, and may participate at different times; and

(b) may communicate with each other by any means.

## **10. MEETINGS OF DIRECTORS**

- (1) Any Director may call a meeting of Directors.

- (2) Every Director must be given reasonable notice of a meeting of Directors.

- (3) Paragraph (2) does not require notice to be given:

(a) in writing; or

(b) to Directors to whom it is not practicable to give notice, having regard to the urgency and importance of the matters to be decided, or who have waived their entitlement to notice.

- (4) Directors participating in a meeting of Directors:

(a) must participate at the same time, but may be in different places; and

(b) may communicate with each other by any means.

## **11. CONFLICTS OF INTEREST**

- (1) In this article, a “relevant interest” is:

(a) any interest which a Director has in; or

(b) any duty which a Director owes to a person other than the Company in respect of, an actual or proposed transaction or arrangement with the Company.

- (2). For the purposes of paragraph (1)(a), a Director shall be deemed to have an interest in a transaction or arrangement if:

(a) the Director or any partner or other close relative of the Director has an actual or potential financial interest in that transaction or arrangement;

(b) any person specified in paragraph (2)(a) is a partner in a firm or limited partnership, or a director of or a substantial shareholder in any Company, which has an actual or potential commercial interest in that transaction or arrangement;  
or

- (c) any other person who is deemed to be connected with that Director for the purposes of section 317 of the 1985 Act has a personal interest in that transaction or arrangement.
- (3) Subject to paragraph (8)(b), a Director who has a relevant interest must disclose the nature and extent of that interest to the other Directors.
- (4) Subject to paragraphs (5) and (6), when the Directors take a majority decision on any matter relating to a transaction or arrangement in which a Director has a relevant interest:
- (a) no Director who has such a relevant interest may vote on that matter; and
- (b) for the purposes of determining whether a relevant quorum is present, or whether a majority decision has been taken in relation to that matter, such a Director's participation in the decision-making process shall be ignored.
- (5) Paragraph (4) does not apply:
- (a) if the Director's interest cannot reasonably be regarded as giving rise to any real possibility of a conflict between the interests of the Director and the Company; or
- (b) if the Director's interest only arises because the Director has given, or has been given, a guarantee, security or indemnity in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries.
- (6) The Members may by ordinary resolution<sup>27</sup> decide to disapply paragraph (4), either in relation to majority decisions generally or in relation to a particular decision.
- (7) Subject to the Companies Acts, if a Director complies with paragraph (3):
- (a) that Director:
- (i) may be a party to, or otherwise interested in, the transaction or arrangement in which that Director has a relevant interest; and
- (ii) shall not, by reason of being a Director, be accountable to the Company for any benefit derived from that transaction or arrangement; and
- (b) the transaction or arrangement in which that Director has a relevant interest shall not be liable to be treated as void as a result of that interest.
- (8) For the purposes of paragraph (3):
- (a) a general notice given to the Directors that a Director is to be regarded as having a specified interest in any transaction or arrangement shall be deemed to be a disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified; and
- (b) any interest of which a Director has no knowledge, and could not reasonably be expected to have knowledge, shall be disregarded.



## **12. RECORDS TO BE KEPT**

- (1) The Directors are responsible for ensuring that the Company keeps a record, in writing, of:
  - (a) every unanimous or majority decision taken by the Directors; and
  - (b) every declaration by a Director of an interest in an actual or proposed transaction with the Company.
- (2) Any record kept under paragraph (1) must be kept:
  - (a) for at least ten years from the date of the decision or declaration recorded in it;
  - (b) together with other such records; and
  - (c) in such a way that it is easy to distinguish such records from the Company's other records.

## **13. SPECIFIED NUMBER OF DIRECTORS FOR MAJORITY DECISIONS**

- (1) Subject to paragraph (2), no majority decision shall be taken by the Directors unless **three** (the "relevant quorum") participate in the process by which the decision is taken and are entitled to vote on the matter on which the decision is to be taken.
- (2) If the Company has one or more Directors, but the total number of Directors is less than the relevant quorum, the Directors may take a majority decision:
  - (a) to appoint further Directors; or
  - (b) that will enable the Members to appoint further Directors.<sup>29</sup>

## **14. CHAIRING OF MAJORITY DECISION MAKING PROCESSES**

- (1) The Directors shall appoint a Director to chair the taking of all majority decisions by them.
- (2) If the person appointed under paragraph (1) is for any reason unable or unwilling to chair a particular majority decision making process, the Directors shall appoint another Director to chair that process.
- (3) The Directors may terminate an appointment made under paragraph (1) or paragraph (2) at any time.
- (4) A Director appointed under this article shall be known as the Chair for as long as such appointment lasts.

**15. DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

- (1) Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions.
- (2) The Directors must ensure that any rule which they make about how they take decisions is communicated to all persons who are Directors while that rule remains in force.

**16. DEFECT IN APPOINTMENT**

- (1) This article applies if:
  - (a) a decision is taken by the Directors, or a committee of the Directors, or a person acting as a Director; and
  - (b) it is subsequently discovered that a person who, acting as a Director, took, or participated in taking, that decision:
    - (i) was not validly appointed as a Director;
    - (ii) had ceased to hold office as a Director at the time of the decision;
    - (iii) was not entitled to take that decision; or
    - (iv) should, in consequence of a conflict of interest, not have voted in the process by which that decision was taken.
- (2) Where this article applies:
  - (a) the discovery of any defect of the kind specified in paragraph (1)(b) shall not invalidate any decision which has been taken by, or with the participation of, the person in relation to whom that defect existed; and
  - (b) any such decision shall be as valid as if no such defect existed in relation to any person who took it or participated in taking it.

**PART FOUR: DIRECTORS' APPOINTMENT AND TERMS OF SERVICE**

**17. MINIMUM NUMBER OF DIRECTORS**

The number of Directors shall not be less than two.

**18. APPOINTMENT OF DIRECTORS**

- (1) The first Directors shall be the persons named in the Form 10 upon incorporation.
- (2) Thereafter, Directors may be appointed by decision of the Directors.

- (3) No person may be appointed as a Director:
- (a) unless that person is a Member and (if that person is an individual) is willing to serve as a Director and has attained the age of 18 years; or
  - (b) in circumstances which, if that person had already been a Director, would have resulted in that person ceasing to be a Director under the Articles.
- (4) No powers to appoint Directors may be given to persons who are not Members which immediately after their exercise could result in the majority of the Directors having been appointed by persons who are not Members.

## **19. TERMINATION OF DIRECTORS' APPOINTMENT**

- (1) A person shall cease to be a Director if:
- (a) that person ceases to be a Member;
  - (b) that person ceases to be a Director by virtue of any provision of the Companies Acts or is prohibited by law from being a Director;
  - (c) any notice to the Company that that person is resigning or retiring from office as Director takes effect (except that where such resignation or retirement would otherwise lead to the Company having fewer than two Directors, it shall not take effect until sufficient replacement Directors have been appointed);
  - (d) a contract under which that person is appointed as a Director of, or personally performs services for, the Company or any of its subsidiaries terminates, and the Directors decide that that person should cease to be a Director;
  - (e) the Directors decide, at a meeting of Directors, that that person should be removed from office, but such a decision shall not be taken unless the person in question has been given:
    - (i) at least fourteen clear days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and
    - (ii) a reasonable opportunity of being heard by, or of making representations in writing to, the Directors.

## **20. DIRECTORS' REMUNERATION AND OTHER TERMS OF SERVICE**

- (1) Subject to the Companies Acts, clause 4 of the memorandum, the Articles, the Company and any resolution passed under paragraph (2), the Directors may decide the terms (including as to remuneration) on which a Director is to perform

Directors' functions, or otherwise perform any service for the Company or any of its subsidiaries.

- (2) The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases.

## **21. DIRECTORS' EXPENSES**

The Company may meet all reasonable expenses which the Directors properly incur in connection with:

- (a) the exercise of their functions; or
- (b) the performance of any other duty which they owe to, or service which they perform for, the Company or any of its subsidiaries.

## **PART FIVE: MEMBERS**

### **22. APPOINTMENT OF MEMBERS**

- (1) The subscribers to the Memorandum are the first Members of the Company.
- (2) Such other persons as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company.
- (3) No person shall be admitted as a Member of the Company unless he, she or it is approved by the Directors.
- (4) Every person who wishes to become a Member shall execute and deliver to the Company an application for membership in such form (and containing such information) as the Directors require.
- (5) The Directors from time to time shall be the only Members of the Company.

### **23. TRANSFER AND TERMINATION OF MEMBERSHIP**

- (1) Membership is not transferable to anyone else.
- (2) Membership is terminated if:
  - (a) the Member dies, ceases to exist or ceases to be a Director; or
  - (b) otherwise in accordance with the Articles

## **PART SIX: GENERAL MEETINGS (MEETINGS OF MEMBERS)**

### **24. GENERAL MEETINGS**

The Directors may decide to call a general meeting at any time.

### **25. NOTICE**

- (1) Notice of general meetings shall be given to every Member, the Directors and the Company's auditors (if any).
- (2) All general meetings shall be called by at least 14 clear days' notice in writing.
- (3) Every notice calling a general meeting shall specify:
  - (a) the place, date and time of the meeting; and
  - (b) the general nature of the business to be transacted.
- (4) If a special resolution<sup>36</sup> is to be proposed, the notice shall contain a statement to that effect and set out the text of the special resolution.

### **26. QUORUM**

- (1) No business shall be transacted at any general meeting unless a quorum is present.
- (2) The quorum for a general meeting shall be five persons present who are entitled to vote on the business to be transacted, each person being a Member, a proxy for a Member or a duly appointed representative of a corporate Member.
- (3) If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned for a minimum of seven days until such time as the Directors determine.

### **27. CONDUCT OF BUSINESS – GENERAL**

- (1) The Chair or, in the absence of the Chair, some other Member chosen by the Members shall preside as chair of the general meeting.
- (2) The chair:
  - (a) may adjourn the meeting from time to time and from place to place, with the consent of a meeting at which a quorum is present; and
  - (b) shall do so if so directed by the meeting or in accordance with the Articles.

- (3) 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.
- (4) When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- (5) Except as required by law, all decisions of the Members at a general meeting shall be made by ordinary resolution.<sup>38</sup>

## **28. VOTING PROCEDURES**

- (1) Every Member who is an individual present in person or by proxy, and every corporate Member present by proxy or by its duly appointed representative, shall have one vote.
- (2) A person who is not a Member shall not have any right to vote at a general meeting of the Company (except as the proxy or (in the case of a corporate Member) duly authorized representative of a Member).
- (3) Paragraphs (1) and (2) are without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- (4) A declaration by the chair that a resolution has been:
  - (a) carried;
  - (b) carried unanimously, or by a particular majority;
  - (c) lost; or
  - (d) 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.
- (5) The proceedings at any general meeting shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.
- (6) No objection shall be raised to the qualification of any voter except at the general 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 chair whose decision shall be final and binding.

## **29. MINUTES**

- (1) The Directors shall cause minutes to be made, in writing, of all proceedings at general meetings of the Company.
- (2) Any such minute, if purported to be signed by the chair of the meeting, or by the chair of the next succeeding general meeting, shall be sufficient evidence of the proceedings.

## **PART SEVEN: MISCELLANEOUS**

### **30. COMPANY SECRETARY**

- (1) Subject to the provisions of the Companies Acts, the Directors may appoint an individual to act as Company Secretary for such term and at such remuneration and upon such other conditions as they may think fit.
- (2) The Directors may decide to remove a person from the office of Secretary at any time

### **31. ACCOUNTS AND REPORTS**

- (1) The Directors shall comply with the requirements of the Companies Acts and any other applicable law as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.
- (2) Subject to paragraph (3), the Company's statutory books and accounting records shall be open to inspection by the Members during usual business hours.
- (3) The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by Members.

### **32. NOTICES**

- (1) Except where the Articles provide otherwise, any notice to be given to or by any person under the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice.
- (2) The Company may give any notice to any person under the Articles:
  - (a) in person;
  - (b) by sending it by post in a prepaid envelope addressed to that person at that

person's registered address, or by leaving it at that address;

(c) by fax or by electronic communication to an address provided for that purpose;

or

(d) by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person.

(3) A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

(4) Proof that:

(a) an envelope containing a notice was properly addressed, prepaid and posted; or

(b) that an electronic communication or fax has been transmitted to the correct address or number, shall be conclusive evidence that the notice was given.

(5) A notice shall, unless the contrary is proved, be deemed to be given:

(a) at the expiration of 48 hours after the envelope containing it was posted; or

(b) in the case of a notice contained in an electronic communication or fax, at the expiration of 48 hours after the time it was transmitted.

### **33. INDEMNITY**

(1) Subject to the Companies Acts, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs:

(a) in defending civil proceedings in relation to the affairs of the Company (unless judgement is given against the Director and the judgement is final);

(b) in defending criminal proceedings in relation to the affairs of the Company (unless the Director is convicted and the conviction is final);

(c) in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the Court refused to grant the Director relief, and the refusal is final).

(2) Judgement, conviction or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect.

(3) This article is without prejudice to any other indemnity to which a Director may be entitled.



### **34. DISSOLUTION**

- (1) If the members resolve to dissolve the Company the Directors will remain in office and be responsible for winding up the affairs of the Company in accordance with this clause.
- (2) The Directors must apply any remaining property or money:
  - (a) directly for the Objects;
  - (b) by transfer to any charity or organisation for purposes the same as or similar to the Company;
  - (c) in such other manner as Companies House may approve in writing in advance.
- (3) The members may pass a resolution before or at the same time as the resolution to dissolve the Company specifying the manner in which the Directors are to apply the remaining property or assets of the Company and the Directors must comply with the resolution if it is consistent with paragraphs (a) - (c) inclusive in sub-clause (2) above.
- (4) In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company (except to a member that is itself a charity or voluntary organisation).
- (5) The Company must notify Companies House promptly that the company has been dissolved.

Names, Addresses and Signatures of Subscribers

1.

Signature:

Name: SAOUL HAQUE SAFFI

Address: 11 ANGLESEY STREET, BIRMINGHAM, B19 1QS

Date: 14/09/08

Witness to the above signature:

Signature:

Name: Gulnaz Begum

Address: 11 Anglesey Street, Birmingham B19 1QS

2.

Signature:

Name: ANLAD ALI

Address: 35 HANOVER CLOSE, ASTON, BIRMINGHAM B6 5EJ

Date: 14/9/08

Witness to the above signature:

Signature:

Name: Gulnaz Begum

Address: 11 Anglesey Street, Birmingham B19 1QS

3.

Signature:

Name: SALEH U ISLAM

Address: 39 CLIFTON CLOSE.  
ASTON, BIRMINGHAM, B6 5BD.

Date: 14/09/08

Witness to the above signature:

Signature: 

Name: Gulnaz Begum

Address: 11 Anglesey Street, Birmingham B19 1GS

4.

Signature: 

Name: SHALE AHMED

Address: 1 CARPENTERS ROAD, COVELS, BHAM, B19 2GA

Date: 14/09/08

Witness to the above signature:

Signature: 

Name: Gulnaz Begum

Address: 11 Anglesey Street, Birmingham, B19 1GS

5.

Signature: 

Name: Ipekhar Ali

Address: 3 Church Street, B19 1QN

Date: 14 09 08

Witness to the above signature:

Signature: 

Name: Gulnaz Begum

Address: 11 Anglesey Street, Birmingham B19 1GS