



**FILE COPY**

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

Company No. 6820227

The Registrar of Companies for England and Wales hereby certifies that

**USER VOICE**

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

Given at Companies House on **16th February 2009**



**\*N06820227E\***



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

423056

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**COMPANIES ACTS 1985 to 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

-of-

**USER VOICE**

1. **NAME**

The name of the company is **USER VOICE** ('the Charity').

2. **REGISTERED OFFICE**

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

3. **OBJECTS**

The objects of the Charity are to:

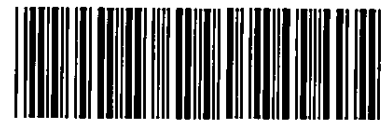
- 3.1 Educate the public, including statutory agencies and authorities, in respect of issues relating to rehabilitation of offenders and others involved in crime, to as to better enable the public and others to understand which policies and practices may succeed;
- 3.2 To work with statutory authorities, governmental bodies and others involved in the criminal justice system with a view to assisting with the rehabilitation of offenders.
- 3.3 To work with statutory authorities, government bodies and others involved in the criminal justice system and associated public services with a view to assisting with the prevention of offending and the rehabilitation of offenders.  
('the Objects').

4. **POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To deal in any intellectual property;
- 4.2 To promote or carry out research;

SATURDAY



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14/02/2009  
COMPANIES HOUSE

- 4.3 To provide advice;
- 4.4 To publish or distribute information;
- 4.5 To co-operate with other bodies;
- 4.6 To support, administer or set up other charities;
- 4.7 To raise funds (but not by means of taxable trading);
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.9 To acquire or hire property of any kind;
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.11 To make grants or loans of money and to give guarantees;
- 4.12 To set aside funds for special purposes or as reserves against future expenditure;
- 4.13 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification);
- 4.14 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.14.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.14.2 every transaction is reported promptly to the Trustees;
  - 4.14.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 4.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 4.14.7 the financial expert must not do anything outside the powers of the Trustees;
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a

nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;

- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Trustees of the Charity or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.19 To enter into contracts to provide services to or on behalf of other bodies;
- 4.20 To give such undertakings and indemnities with such security as may be necessary in connection therewith to confirm fulfilment of any conditions relating to the application by the Charity of monies received by the Charity;
- 4.21 To maintain and manage or arrange for the maintenance and management of the property, buildings, structures, facilities and other premises as may from time to time be owned or occupied by or for the purpose of the Charity;
- 4.22 To establish subsidiary companies to assist or act as agents for the Charity;
- 4.23 To acquire, merge with or enter into partnership, consortium or joint venture arrangement with any other charity formed for any of the objects, or any other organisation, for the purposes of fulfilling the Objects;
- 4.24 To pay the costs of forming the Charity; and
- 4.25 To do anything else within the law which promotes or helps to promote the Objects.

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
  - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
  - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

- 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 5.2.1 as mentioned in clauses 4.17, 5.1.2, 5.1.3 or 5.3;
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including but not limited to hotel and travel costs) actually incurred in running the Charity;
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings); and or
  - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding.
- 5.3.1 Any Trustee (or any firm or company of which a Trustee is a partner, member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
  - 5.3.1.1 the goods or services are actually required by the Charity;
  - 5.3.1.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4;
  - 5.3.1.3 the other Trustees are satisfied that the engagement is in the best interests of the Charity. In reaching that decision the Trustees must balance the advantage of a Trustee being employed against the disadvantages of doing so (especially the limitation on the Trustee's services as a result of dealing with the Trustee's conflict of interests; and
  - 5.3.1.4 the reason for the Trustees' decision is recorded by the Trustees in the minute book.
- 5.3.2 An employee (including but not limited to the Chief Executive) of the Charity may be a Trustee notwithstanding he or she is paid as an employee and/or consultant (the 'engagement'), subject to satisfying the following conditions:
  - 5.3.2.1 the remuneration or other sums paid to the Trustee in his or her capacity as an employee or consultant do not exceed an amount that is reasonable in all the circumstances;
  - 5.3.2.2 the Trustee is absent from any part of the meeting at which there is a discussion of his or her employment or remuneration, any matter concerning the contract between him or her and the Charity, or his or her performance in the employment or under the contract, in accordance with the provisions at 5.4;

- 5.3.2.3 the other Trustees are satisfied that the engagement is in the best interests of the Charity. In reaching that decision the Trustees must balance the advantage of a Trustee being employed against the disadvantages of doing so (especially the limitation on the Trustee's services as a result of dealing with the Trustee's conflict of interests; and
- 5.3.2.4 the reason for the Trustees' decision is recorded by the Trustees in the minute book.
- 5.3.3 These provision may not apply to more than half the Trustees in any financial year.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 5.4.1 declare an interest before the commencement of the meeting;
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information or otherwise assist;
  - 5.4.3 not be counted in the quorum for that part of the meeting; and
  - 5.4.4 withdraw during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the prior written consent of the Commission.

## **6. LIMITED LIABILITY**

The liability of members is limited.

## **7. GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

## **8. DISSOLUTION**

- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
  - 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
  - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects; and or
  - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9. **INTERPRETATION**

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 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 OF SUBSCRIBERS    SIGNATURES OF SUBSCRIBERS

RODNEY MALCOLM ALDRIDGE  
16 LITTLE ADELPHI  
LONDON  
WC2N 6HA



MARTIN AINSCOUGH  
WRENWELLS PARK  
PLATT LANE  
WORTHINGTON  
WN1 2XF



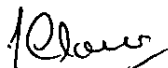
MARK JOHNSON  
19 BUCKINGHAM STREET  
LONDON  
WC1N 6EF



DATED this 29<sup>th</sup> day of January 2008

WITNESS to the above Signature:

Signature:



Name:

STEPHEN CLAUSS

Address:

HOLTON HOUSE  
EXCHANGE FLAGS  
LIVERPOOL  
L2 3YL

Occupation:

SOLICITOR



**COMPANIES ACTS 1985 to 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

-of-

**USER VOICE**

**1. MEMBERSHIP**

- 1.1 The subscribers to the Memorandum of Association shall be the first Members of the Charity.
- 1.2 Membership of the Charity is only open to the subscribers to the Memorandum of Association and such other individuals and organisations as the subscribers as Trustees and then the Trustees from time to time shall in their discretion admit to membership.
- 1.3 The Charity must maintain a register of members.
- 1.4 Membership of the Charity is not transferable.
- 1.5 Membership is terminated if the member concerned:
  - 1.5.1 gives written notice of resignation to the Charity;
  - 1.5.2 dies or (in the case of an organisation) ceases to exist; and
  - 1.5.3 is six 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).
- 1.6 Membership of the Charity shall be for the benefit of the community and Members shall be stewards holding their membership not for personal material benefit but as guardians of the objects of the Charity and in the event of the dissolution of the Charity for application in accordance with Clause 8 of the Memorandum of Association.

**2. GENERAL MEETINGS**

- 2.1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are

called on at least 14 clear days' written notice specifying the business to be discussed.

- 2.2 There is a quorum at a general meeting if the number of members or proxies for members or authorised representatives present is at least 5 (or one-fifth of the members if greater).
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
- 2.5 Every member present in person or by proxy or through an authorised representative has one vote on each issue.
- 2.6 A written resolution signed in accordance with the procedure set out in the Act is as valid as a resolution passed at a general meeting.
- 2.7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation.
- 2.8 At an AGM the members:
  - 2.8.1 receive the accounts of the Charity for the previous financial year;
  - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;
  - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - 2.8.4 elect persons to be Trustees to fill the vacancies arising;
  - 2.8.5 appoint auditors for the Charity;
  - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
  - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them.
- 2.9 Any general meeting which is not an AGM is a General Meeting.
- 2.10 A general meeting may be called at any time by the Trustees and must be called within 28 days on a written request from at least 5 members.

### **3. THE TRUSTEES**

- 3.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

- 3.2 The Trustees when complete consist of at least 2 individuals (or such other number as the Trustees may determine from time to time).
- 3.3 The subscribers to the Memorandum are the first Trustees of the Charity.
- 3.4 Every Trustee must sign a declaration of willingness to act as a 'Trustee of the Charity' before he or she is eligible to vote at any meeting of the Trustees.
- 3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots. The retiring Trustee(s) shall be eligible for re-election.
- 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 charity trustee;
  - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 3.6.3 is absent from three consecutive meetings of the Trustees without special leave of absence granted by the Trustees;
  - 3.6.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); and or
  - 3.6.5 is removed by resolution passed by at least two-thirds of the members present and voting at a general meeting or by written resolution signed by at least two-thirds of the members after the members have invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.8 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 two meetings each year.
- 4.2 A quorum at a meeting of the Trustees is three Trustees.
- 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.
- 4.4 The Chairman or (if the Chairman 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 chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue. For the avoidance of doubt this power in relation to a second and casting vote is not available at a members meeting.
- 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 Charity:

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
- 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number;
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
- 5.4 to delegate the day to day management of the Charity to a Chief Executive or other senior member of staff under written terms of reference such delegated authority to be exercised in accordance with any written instructions given from time to time by the Trustees;
- 5.5 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- 5.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 5.7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
- 5.8 to establish procedures to assist the resolution of disputes within the Charity; and
- 5.9 to exercise any powers of the Charity which are not reserved to a general meeting.

## **6. RECORDS & ACCOUNTS**

- 6.1 The Trustees must comply with the requirements of the Act and of the Charities Act

1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission 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 Charity 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 Charity'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 Charity's reasonable costs, within two months.

## **7.    NOTICES**

- 7.1    Notices under these Articles may be sent by hand, or by post or by suitable electronic means.
- 7.2    The only address at which a member is entitled to receive notices is the address shown in the register of members.
- 7.3    Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 7.3.1            24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 7.3.2            two clear days after being sent by first class post to that address;
  - 7.3.3            three clear days after being sent by second class or overseas post to that address;
  - 7.3.4            on the date of publication of a newspaper containing the notice;
  - 7.3.5            on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,

7.3.6 as soon as the member acknowledges actual receipt.

- 7.4 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.

## 8. **DISSOLUTION**

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

## 9. **INTERPRETATION**

In the Memorandum in and in these Articles:

- 9.1 'The Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provision of the Companies Act 2006 for the time being in force;

'AGM' means an annual general meeting of the Charity;

'these Articles' means these articles of association;

'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;

'Chairman' means the chairman of the Trustees;

'the Charity' means the company governed by these Articles;

'Trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993;

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

'the Commission' means the Charity Commission for England and Wales;

'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;

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

'member' and 'membership' refer to membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'the Objects' means the Objects of the Charity as defined in clause 3 of the

Memorandum;

'Secretary' means the Secretary of the Charity;

'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 which are liable to tax;

'Trustee' means a director of the Charity and 'Trustees' means all of the directors;

'written' or 'in writing' refers to a legible document on paper including a fax message; and

'year' means calendar year;

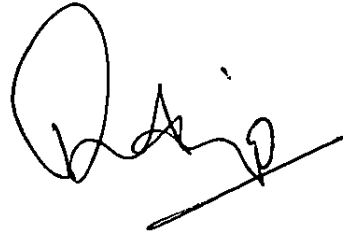
9.2 Expressions defined in the Act have the same meaning.

9.3 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.

We wish to be formed into a company under these Articles of Association

NAME & ADDRESS OF SUBSCRIBERS      SIGNATURES OF SUBSCRIBERS

RODNEY MALCOLM ALDRIDGE  
66 LITTLE ADDELPHI  
LONDON  
WC2N 6HA



MARTIN AINSCOUGH  
WHENNELLS FARM  
PLATT ROAD  
WORTHINGTON  
WN1 2XF



MARK SOMNISON  
19 BUCKINGHAM STREET  
LONDON  
WC1N 6LF



DATED this 29<sup>th</sup> day of January 2008 9  
Q

WITNESS to the above Signature:

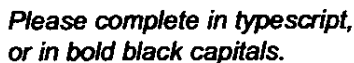
Signature: 

Name: STEPHEN CLAUUS

Address: HORTON HOUSE  
EXCHANGE BAGS  
LIVERPOOL  
L2 3YL

Occupation: SOLICITOR





**CHFP025**

# 12

## Declaration on application for registration

**Company Name in full**

USER VOICE

1. LOUISE PLATT

of BRABNERS CHAFFE STREET LLP, HORTON HOUSE, EXCHANGE  
FLAGS, LIVERPOOL, L2 3YL

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XX~~  
~~XX~~  
~~XX~~ 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

LIVERPOOL

Day      Month      Year

On

1	3	0	2	2	0	0	9
---	---	---	---	---	---	---	---

① Please print name.

before me ❶

JENNIFER ELIZABETH PORTER

**Signed**

**Date** 13<sup>th</sup> February 2009

[illegible]

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.

Brabners Chaffe Street LLP  
Horton House, Exchange Flags, Liverpool, L2 3YL

REF: SCL.ART.43011.1.7

Tel 0151 600 3000

**DX number** DX 14118      **DX exchange** Liverpool

Companies House receipt date barcode

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

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland **DX 235**

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





# 10

Please complete in typescript,  
or in bold black capitals.

CHFP025

Notes on completion appear on final page

## First directors and secretary and intended situation of registered office

### Company Name in full

~~FUTURE HORIZONS FOUNDATION~~  
USER VOICE

### Proposed Registered Office

(PO Box numbers only, are not acceptable)

THE ALDRIDGE FOUNDATION

19 BUCKINGHAM STREET

Post town LONDON

County / Region LONDON

Postcode WC2N 6EF

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.

X

Agent's Name BRABNERS CHAFFE STREET LLP

Address HORTON HOUSE

EXCHANGE FLAGS

Post town LIVERPOOL

County / Region MERSEYSIDE

Postcode L2 3YL

Number of continuation sheets attached

3

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.

Brabners Chaffe Street LLP  
Horton House, Exchange Flags, Liverpool, L2 3YL  
SCL.ART.43011.1.7  
Tel 0151 600 3000  
DX number DX 14118 DX exchange Liverpool

Companies House receipt date barcode

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

**Company Secretary** (see notes 1-5)

Company name

~~FUTURE HORIZONS~~ **USER VOICE****NAME**

\*Style / Title

MR

\*Honours etc

\* Voluntary details

Forename(s)

DANIEL LEWIS

Surname

HUTT

Previous forename(s)

Previous surname(s)

**Address** ††

FLAT ABOVE SHOP

356 ESSEX ROAD

Post town

LONDON

County / Region

LONDON

Postcode

N1 3PD

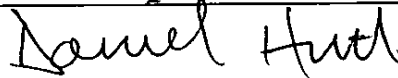
Country

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.

☐

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

**Consent signature****Date**

29.01. 2009

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME**

\*Style / Title

MR

\*Honours etc

Forename(s)

MARTIN

Surname

AINSCOUGH

Previous forename(s)

Previous surname(s)

**Address** ††

WRENNELLS FARM, PLATT LANE

WORTHINGTON

Post town

WIGAN

County / Region

GREATER MANCHESTER

Postcode

WN1 2XF

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**

0 6 0 6 1 9 5 2

**Nationality**

BRITISH

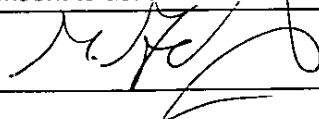
**Business occupation**

ENTREPRENEUR

**Other directorships**

SEE ATTACHED SHEET

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

**Consent signature****Date**

29-1-09 2009

CHFP025

Company name FUTURE HORIZONS USER VOICE

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† 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

Post town

County / Region

Postcode

Country

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

MR

\*Honours etc

Forename(s)

MARK

Surname

JOHNSON

Previous forename(s)

Previous surname(s)

Address ††

†† 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

THE ALDRIDGE FOUNDATION

19 BUCKINGHAM STREET

Post town

LONDON

County / Region

LONDON

Postcode

WCWN 6EF

Country

ENGLAND

Day Month Year

Date of birth

1 5 1 2 1 9 7 0

Nationality

BRITISH

Business occupation

AUTHOR AND CONSULTANT

Other directorships

THE WISE PROJECT LTD.

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

Consent signature

Date

29 January 2009

**Company Secretary** (see notes 1-5)**NAME** \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address** ††

†† 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

☐

Post town

County / Region

Postcode

Country

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)

Surname

Previous forename(s)

Previous surname(s)

**Address** ††

†† 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

☐

Post town

County / Region

Postcode

Country

Day Month Year

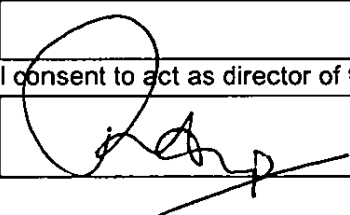
**Date of birth****Nationality****Business occupation****Other directorships**

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

**Consent signature****Date**

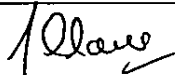
**Directors** (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	MR	<b>*Honours etc</b>	
<b>Forename(s)</b>	RODNEY MALCOLM			
<b>Surname</b>	ALDRIDGE			
<b>Previous forename(s)</b>				
<b>Previous surname(s)</b>				
<b>Address</b> ††	111 BUCKINGHAM PALACE ROAD			
<input checked="" type="checkbox"/>				
<b>Post town</b>	LONDON			
<b>County / Region</b>	LONDON	<b>Postcode</b>	SW1W 0SR	
<b>Country</b>	ENGLAND			
<b>Date of birth</b>	Day 0 7	Month 1 1	Year 1 9 4 7	<b>Nationality</b> BRITISH
<b>Business occupation</b>	SOCIAL ENTREPRENEUR			
<b>Other directorships</b>	SEE ATTACHED SHEET			
I consent to act as director of the company named on page 1				
<b>Consent signature</b>			<b>Date</b>	29 <sup>th</sup> January 2009

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



Date

29<sup>th</sup> January 2009

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.



USER VOICE  
~~FUTURE HORIZONS~~

### List of Directorships

[illegible]

**FORM 10**  
**CONTINUATION SHEET**

USER VOICE  
~~FUTURE HORIZONS~~

**MARTIN AINSCOUGH**

**List of Directorships**

COMPANY NAME	COMPANY NUMBER
AINSCOUGH INVESTMENTS LIMITED	05988631
AOLIAN INVESTMENTS NO 2 LIMITED	06258198
AINSCOUGH-JOHNSTON LIMITED	06401574
AINSCOUGH STRATEGIC LAND LIMITED	06347316
AINSCOUGH-JOHNSTON FINANCE LIMITED	06484476
AINSCOUGH JOHNSTON PROPERTIES LIMITED	06347273
COUSIN PROJECTS LIMITED	06176707
HORSE DRAWN CARRIAGES.BIZ LIMITED	06432044
MARTIN AINSCOUGH HOLDINGS LIMITED	06306316
MODA FURNITURE LIMITED	06592879
POLISHED WITH PRIDE LIMITED	05582092
TIERCE ENGINEERING LIMITED	02199766