

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 7763120

The Registrar of Companies for England and Wales, hereby certifies that

THE MENTORING FOUNDATION

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 5th September 2011



N07763120D



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House

— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 05/09/2011



XNV1QXAD

*Company Name
in full:*

THE MENTORING FOUNDATION

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**2-6 CANNON STREET
LONDON
ENGLAND
EC4M 6YH**

I wish to adopt entirely bespoke articles

Company Director **1**

Type: **Person**

Full forename(s): **MR MALCOLM SPENCER**

Surname: **GREEN**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **05/10/1950** *Nationality:* **BRITISH**

Occupation: **MANAGEMENT CONSULTANT**

Consented to Act: **Y** *Date authorised:* **05/09/2011** *Authenticated:* **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: MALCOLM SPENCER GREEN

Address: 2-6 CANNON STREET
LONDON
ENGLAND
EC4M 6YH

Amount Guaranteed: 1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **THE LONDON LAW AGENCY LIMITED**

Agent's Address: **THE OLD EXCHANGE 12 COMPTON ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 7QD**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **THE LONDON LAW AGENCY LIMITED**

Agent's Address: **THE OLD EXCHANGE 12 COMPTON ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 7QD**

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
The Mentoring Foundation

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
209769/0001/000933427

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of The Mentoring Foundation

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Malcolm Green

Dated 5 September 2011

The Companies Acts 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
The Mentoring Foundation

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
209769/0001

The Companies Acts 2006

Company Limited by Guarantee and not having a Share Capital

Index to Articles of Association of the Mentoring Foundation

INTERPRETATION	1
1. Defined terms	1
OBJECTS AND POWERS	1
2. Objects	1
3. Powers	1
LIMITATION ON PRIVATE BENEFITS	1
4. Limitation on private benefits	1
LIMITATION OF LIABILITY AND INDEMNITY	3
5. Liability of members	3
6. Indemnity	3
DIRECTORS	3
<i>DIRECTORS' POWERS AND RESPONSIBILITIES</i>	3
7. Directors' general authority	3
8. Chair	3
9. Directors may delegate	4
10. Committees	4
11. Advisory Council	5
12. Delegation of day to day management powers	5
13. Delegation of investment management	5
14. Power to change name of Company	6
15. Rules	6
<i>DECISION-MAKING BY DIRECTORS</i>	6
16. Directors to take decisions collectively	6
17. Calling a Directors' meeting	6
18. Participation in Directors' meetings	7
19. Quorum for Directors' meetings	7
20. Chairing of Directors' meetings	7
21. Casting Vote	7
22. Decisions without a meeting	8
23. Conflicts of interest	9
24. Register of Directors' interests	10
25. Validity of Director actions	10
<i>APPOINTMENT AND RETIREMENT OF DIRECTORS</i>	10
26. Number of Directors	10
27. Appointment of Directors	10
28. Termination of Director's appointment	11
PATRONS	11
29. Patrons	11
MEMBERS	11
30. Becoming and ceasing to be a member	11
31. Associate Members	12
<i>MEETINGS AND COMPANY RESOLUTIONS</i>	12
32. Decisions of the Members	12

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS	12
33. Communications by the Company	12
34. Communications to the Company	14
35. Secretary	14
36. Irregularities	14
37. Minutes	14
38. Records and accounts	15
39. Exclusion of model articles	15
WINDING UP	15
40. Winding up	15
Defined terms	16

The Companies Acts 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of the Mentoring Foundation

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Company are:

- 2.1 to advance education through the provision of mentoring, training and support;
- 2.2 to advance education and research in the fields of organisational culture, organisational change and leadership;
- 2.3 to advance any benevolent or philanthropic purposes.

3. Powers

The Company has the power to do all such things as are incidental or conducive to the furtherance of its objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

Permitted benefits to members, Directors and Connected Persons

- 4.2 No part of the income and 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 unless the payment is permitted by Article 4.4 or 4.5.
- 4.3 No Director may:
 - 4.3.1 sell goods, services or any interest in land to the Company;
 - 4.3.2 be employed by, or receive any remuneration from, the Company; or

4.3.3 receive any other financial benefit from the Company;

unless the payment is permitted by Article 4.4.

4.4 A Director may receive the following benefits from the Company:

4.4.1 a Director or a person who is Connected with a Director may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;

4.4.2 a Director or a person who is Connected with a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him or her when acting on behalf of the Company;

4.4.3 a Director or a person who is Connected with a Director may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Directors (including, in the case of a Director, the service of acting as Director and services performed by a Director under a contract of employment with the Company) provided that:

(a) if such person is a Director the procedure described in Article 23 (Conflicts of Interest) must be followed in considering the appointment of the Director and in relation to any other decisions regarding the remuneration authorised by this provision; and

(b) if such person is a person who is Connected with a Director the procedure described in Article 23 (Conflicts of Interest) must be followed by the relevant Director in relation to any decisions regarding such a person who is Connected with a Director;

4.4.4 a Director or a person who is Connected with a Director may receive interest at a reasonable and proper rate on money lent to the Company;

4.4.5 a Director or a person who is Connected with a Director may receive reasonable and proper rent for premises let to the Company;

4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 6; and

4.4.7 a Director or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 25 (Conflicts of Interest) must be complied with by the relevant Director in relation to any decisions regarding the benefit.

4.5 In Articles 4.3 and 4.4 references to the Company shall be read as references to the Company and/or any Subsidiary Company provided that in relation to services supplied to a Subsidiary Company the words in Article 4.4.3 "(excluding the service

of acting as Director and services performed by a Director under a contract of employment with the Company)” shall be treated as though they read “(excluding the service of acting as Director but including other services by any person performed under a contract of employment with any Subsidiary Company)”.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

- 5.1 payment of the Company’s debts and liabilities contracted before he or she ceases to be a Member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS’ POWERS AND RESPONSIBILITIES

7. Directors’ general authority

Subject to the Articles, the Directors are responsible for the management of the Company’s business, for which purpose they may exercise all the powers of the Company.

8. Chair

The Directors may appoint one of their number to be the Chair of the Directors for such term of office as they determine and may at any time remove him or her from that office.

9. Directors may delegate

- 9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee.
- 9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.
- 9.3 Any delegation by the Directors may be:
 - 9.3.1 by such means;
 - 9.3.2 to such an extent;
 - 9.3.3 in relation to such matters or territories; and
 - 9.3.4 on such terms and conditions;as they think fit.
- 9.4 The Directors may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

10. Committees

- 10.1 In the case of delegation to committees:
 - 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may include such of their number (if any) as the resolution may specify;
 - 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

11. Advisory Council

The Directors may establish as advisory council to advise them on any matters relevant to the advancement of the Company's purposes.

12. Delegation of day to day management powers

12.1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

12.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

12.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

13. Delegation of investment management

The Directors may delegate the management of investments to a Financial Expert or Experts provided that:

13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Directors;

13.2 the performance of the investments is reviewed regularly with the Directors;

13.3 the Directors are entitled to cancel the delegation arrangement at any time;

13.4 the investment policy and the delegation arrangements are reviewed regularly;

13.5 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and

13.6 the Financial Expert or Experts must not do anything outside the powers of the Directors.

14. Power to change name of Company

The Directors may change the name of the Company at any time by a 75% majority decision.

15. Rules

15.1 The Directors may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs. The rules shall be binding on all Members of the Company. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

15.2 The rules may regulate the following matters but are not restricted to them:

15.2.1 the duties of any officers or employees of the Company;

15.2.2 the conduct of business of the Directors or any committee (including, without limitation, how the Directors make decisions and how such rules are to be recorded or communicated to Directors);

15.2.3 any of the matters or things within the powers or under the control of the Directors; and

15.2.4 generally, all such matters as are commonly the subject matter of company rules.

15.3 The Members have the power at a general meeting or by written resolution to alter, add to or repeal the rules.

DECISION-MAKING BY DIRECTORS

16. Directors to take decisions collectively

16.1 Subject to Article 14 and Article 16.2 any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 22.

16.2 If the Company only has one Director Article 16.1 does not apply and the Director may take decisions without regard to any of the provisions of Articles 17 to 22.

17. Calling a Directors' meeting

17.1 A Director may (and the Secretary, if any, must at the request of a Director) call a Directors' meeting.

17.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

17.2.1 all the Directors agree; or

17.2.2 urgent circumstances require shorter notice.

17.3 Notice of Directors' meetings must be given to each Director.

- 17.4 Every notice calling a Directors' meeting must specify:
- 17.4.1 the place, day and time of the meeting;
 - 17.4.2 the general nature of the business to be considered at such meeting; and
 - 17.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 17.5 Notice of Directors' meetings need not be in Writing. Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

18. Participation in Directors' meetings

- 18.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 18.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 18.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 18.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

19. Quorum for Directors' meetings

- 19.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two.
- 19.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors.

20. Chairing of Directors' meetings

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

21. Casting Vote

- 21.1 In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

- 21.2 But this does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

22. Decisions without a meeting

The Directors may, in the circumstances outlined in this Article, make a majority decision without holding a Directors' meeting.

22.1 If:

22.1.1 a Director has become aware of a matter on which the Directors need to take a decision;

22.1.2 that Director has taken all reasonable steps to make all the other Directors aware of the matter and the decision;

22.1.3 the Directors have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

22.1.4 a majority of the Directors vote in favour of a particular decision on that matter;

a decision of the Directors may be taken by majority and shall be as valid and effectual as if it had been taken at a Directors' meeting duly convened and held.

22.2 Directors participating in the taking of a majority decision otherwise than at a Directors' meeting in accordance with this Article:

21.2.1 may be in different places, and may participate at different times; and

21.2.2 may communicate with each other by any means.

22.3 The Chair, or such other Director as shall be appointed by the Directors shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

22.3.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Directors are asked to cast their votes;

22.3.2 the nomination of a person to whom all Director's votes must be communicated;

22.3.3 if a majority of the Directors vote in favour of the decision, the nominated person shall communicate the decision to all the Directors and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

22.3.4 the nominated person must prepare a minute of the decision in accordance with Article 37.

- 22.4 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

23. Conflicts of interest

Declaration of interests

- 23.1 Unless Article 23.2 applies, a Director must declare the nature and extent of:

23.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

23.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

- 23.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

- 23.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

- 23.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

23.4.1 the decision could result in the Director or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Company;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 6;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

23.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 23.5.

- 23.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 23.5, he or she must:

23.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

23.5.2 not be counted in the quorum for that part of the process; and

23.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 23.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

23.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

23.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

24. Register of Directors' interests

The Directors must cause a register of Directors' interests to be kept.

25. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director.

APPOINTMENT AND RETIREMENT OF DIRECTORS

26. Number of Directors

There shall be at least one Director.

27. Appointment of Directors

- 27.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

- 27.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors.

- 27.3 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

28. Termination of Director's appointment

A person ceases to be a Director as soon as:

- 28.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 28.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 28.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 28.4 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 28.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- 28.6 the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason;
- 28.7 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Director has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Director being removed, being heard by or of making written representations to the Directors; or
- 28.8 he or she is removed by the Members serving written notice on the Company.

PATRONS

29. Patrons

The Directors may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members.

MEMBERS

30. Becoming and ceasing to be a member

- 30.1 The Members are the sole Members of the Company.
- 30.2 The Directors shall not have the power to admit new Members of the Company.

31. Associate Members

The Directors may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Directors shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

MEETINGS AND COMPANY RESOLUTIONS

32. Decisions of the Members

- 32.1 Decisions of the Members in respect of the Company can be made:
 - 32.1.1 by the Members notifying the Company of a decision the Members have made. Such notifications shall be in writing and made within 14 days of the date of the decision;
 - 32.1.2 by passing a written resolution in accordance with the provisions of the Companies Acts; or
 - 32.1.3 by passing a resolution at a general meeting convened and held in accordance with the provisions of the Companies Acts.
- 32.2 Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33. Communications by the Company

Methods of communication

- 33.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
 - 33.1.1 in Hard Copy Form;
 - 33.1.2 in Electronic Form; or
 - 33.1.3 by making it available on a website.

- 33.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Directors may decide what agreement (if any) is required from the recipient.
- 33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 33.4 A Member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 33.5 Where any Document or information is sent or supplied by the Company to the members:
- 33.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 33.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 33.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 33.6 Subject to the Companies Acts, a Director or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 33.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 33.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;

33.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

33.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

33.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

33.9 Notices of general meetings need not be sent to a Member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a Member for whom the Company does not have a current Address.

34. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

35. Secretary

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

35.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

35.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

36. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice..

37. Minutes

37.1 The Directors must cause minutes to be made:

37.1.1 of all appointments of officers made by the Directors;

37.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

37.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

37.2 Minutes made pursuant to Articles 36.1.2 and 36.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision.

37.3 Minutes made pursuant to Articles 36.1.1 and 36.1.2 must be kept indefinitely.

38. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

38.1 annual returns; and

38.2 annual statements of account.

39. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

40. Winding up

If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members of the company (except to a member that is itself a Company which would qualify to benefit under this Article), but must be given to some other institution or institutions with similar objects to the Company. The institution or institutions to benefit must be chosen by resolution of the Directors at or before the time of winding up or dissolution.

SCHEDULE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Articles”	the Company’s articles of association;
1.3 “Chair”	has the meaning given in Article 8;
1.4 “Company”	the Mentoring Foundation;
1.5 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “Clear Days”	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;
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.8 “Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
1.9 “Connected”	<p>In relation to any Director means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Director; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is

mentioned at (a) or (b); or

- (d) any company, partnership or firm of which the Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

- | | |
|--|--|
| 1.10 “Director” | a director of the Company, and includes any person occupying the position of director, by whatever name called; and |
| 1.11 “Document” | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.12 “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.13 “Financial Expert” | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.14 “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in the Companies Act 2006; |
| 1.15 “Members” | Peninah Thomson and Malcolm Green; |
| 1.16 “Secretary” | the secretary of the Company (if any); |
| 1.17 “Subsidiary Company” | any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; |
| 1.18 “Writing” | 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 in Electronic Form or otherwise. |
-
- | | |
|----|--|
| 2. | Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it. |
| 3. | Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company. |