



**FILE COPY**

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

Company No. 8494377

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

**CENTRAL CU TRUST**

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/Wales

Given at Companies House on **18th April 2013**



**\*N08494377T\***



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

IN01

01690/100  
01690/110  
IRIS Laserform

## Application to register a company

A fee is payable with this form.  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register a  
private or public company

X **What this form is NOT for**  
You cannot use this form to  
register a limited liability partnership  
this, please use form LL IN0



A03 18/04/2013 #3  
COMPANIES HOUSE

A08 11/04/2013 #189  
COMPANIES HOUSE

### Part 1 Company details

A1

#### Company name

To check if a company name is available use our WebCheck service and select  
the 'Company Name Availability Search' option

[www.companieshouse.gov.uk/info](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

Central CU Trust

For official use

08494377

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

#### ① Duplicate names

Duplicate names are not permitted  
A list of registered names can  
be found on our website. There  
are various rules that may affect  
your choice of name. More  
information on this is available in  
our guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A2

#### Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

#### ② Company name restrictions

A list of sensitive or restricted  
words or expressions that require  
consent can be found in our  
guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A3

#### Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

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

#### ③ Name ending exemption

Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible  
to apply for this. For more details,  
please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

A4

#### Company type ④

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked)

- ☐ Public limited by shares  
☐ Private limited by shares  
☒ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

#### ④ Company type

If you are unsure of your company's  
type, please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# IN01

## Application to register a company

**A5**

### Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

#### ① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

**A6**

### Registered office address ②

Please give the registered office address of your company

Building name/number	DB. c/o DRB Ignite Limited
Street	Zellig 202, The Custard Factory Gibb Street
Post town	Birmingham
County/Region	West Midlands
Postcode	B 9 4 A A

#### ② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

**A7**

### Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only **one** box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only **one** box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A8**

### Restricted company articles ④

Please tick the box below if the company's articles are restricted

☒

④ Restricted company articles  
Restricted company articles are those containing provision for entrenchment. For more details, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

IN01

Application to register a company

**Part 2****Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1.

**Secretary****B1****Secretary appointments ①**

Please use this section to list all the secretary appointments taken on formation.  
For a corporate secretary, complete Sections C1-C5.

Title *	
Full forename(s)	
Surname	
Former name(s) ②	

**① Corporate appointments**

For corporate secretary appointments, please complete section C1-C5 instead of section B.

**Additional appointments**

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**B2****Secretary's service address ③**

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

**③ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

**B3****Signature ④**

I consent to act as secretary of the proposed company named in Section A1.

Signature	Signature X	X
-----------	----------------	---

**④ Signature**

The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

**Corporate secretary****C1****Corporate secretary appointments ①**

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Additional appointments**

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

**Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

**C2****Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?

→ Yes Complete **Section C3** only→ No Complete **Section C4** only**C3****EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ③

Registration number

**② EEA**A full list of countries of the EEA can be found in our guidance [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**③** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)**C4****Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

**C5****Signature ⑤**I consent to act as secretary of the proposed company named in **Section A1**.

Signature

Signature

X

X

**⑤ Signature**

The person named above consents to act as corporate secretary of the proposed company

IN01

Application to register a company

## Director

D1

## Director appointments ①

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E5.

Title *	Mrs
Full forename(s)	Sofina Aktar Motin
Surname	Islam
Former name(s) ②	<del>Dibi</del> MOTIN
Country/State of residence ③	United Kingdom
Nationality	British
Date of birth	d <sub>1</sub> d <sub>2</sub> m <sub>0</sub> m <sub>2</sub> y <sub>1</sub> y <sub>9</sub> y <sub>7</sub> y <sub>0</sub>
Business occupation (if any) ④	

## ① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

## ② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

## ③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

## ④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

## Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2

## Director's service address ⑤

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

## ⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.


Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3

## Signature ⑥

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	--

## ⑥ Signature

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

**Director**

<b>D1</b>	<b>Director appointments ①</b>	
	Please use this section to list all the director appointments taken on formation <b>For a corporate director, complete Sections E1-E5</b>	
Title *	Mr	
Full forename(s)	Simon Luke	
Surname	Pearson	
Former name(s) ②		
Country/State of residence ③	England	
Nationality	British	
Date of birth	<div>d2</div> <div>d5</div> <div>m1</div> <div>m1</div> <div>y1</div> <div>y9</div> <div>y6</div> <div>y5</div>	
Business occupation (if any) ④	Head Teacher	

**① Appointments**  
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section D4.

**④ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**  
If you wish to appoint more than one director, please use the 'Director appointments' continuation page.


<b>D2</b>	<b>Director's service address ⑤</b>	
	Please complete the service address below. You must also fill in the director's usual residential address in <b>Section D4</b> .	
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
Country		

**⑤ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

<b>D3</b>	<b>Signature ⑥</b>	
	I consent to act as director of the proposed company named in <b>Section A1</b>	
Signature	<div>Signature</div> <div>X  X</div>	

**⑥ Signature**  
The person named above consents to act as director of the proposed company.

# IN01 - continuation page

Application to register a company

## Director

<b>D1</b>	<b>Director appointments ①</b>	
	Please use this section to list all the directors of the company <b>For a corporate director, complete Sections E1-E5</b>	
Title *	Mr	
Full forename(s)	Robert John	
Surname	Bowater	
Former name(s) ②		
Country/State of residence ③	England	
Nationality	British	
Date of birth	<div> <div>d0</div> <div>d4</div> <div>m0</div> <div>m5</div> <div>y1</div> <div>y9</div> <div>y7</div> <div>y1</div> </div>	
Business occupation (if any) ④	Consultant	

**① Appointments**  
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section D4.


**④ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

<b>D2</b>	<b>Director's service address ⑤</b>	
	Please complete the service address below. You must also fill in the director's usual residential address in <b>Section D4</b> .	
Building name/number	The Company's Registered Office	
Street		
Post town		
County/Region		
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	
Country		

**⑤ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

<b>D3</b>	<b>Signature ⑥</b>	
	I consent to act as director of the proposed company named in <b>Section A1</b>	
Signature	<div> <div>Signature</div> <div>X</div> <div></div> <div>X</div> </div>	

**⑥ Signature**  
The person named above consents to act as director of the proposed company.



IN01

Application to register a company

## Corporate director

E1

## Corporate director appointments ①

Please use this section to list all the corporate directors taken on formation

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

## ① Additional appointments

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page

## Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

E2

## Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

→ Yes Complete Section E3 only

→ No Complete Section E4 only

E3

## EEA companies ②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ③

Registration number

## ② EEA

A full list of countries of the EEA can be found in our guidance [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4

## Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

If applicable, the registration number

## ④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

E5

## Signature ⑤

I consent to act as director of the proposed company named in Section A1

Signature

Signature

X

X

## ⑤ Signature

The person named above consents to act as corporate director of the proposed company

IN01

Application to register a company

**Part 3****Statement of capital**

Does your company have share capital?

→ **Yes** Complete the sections below→ **No** Go to **Part 4 (Statement of guarantee)**.**F1****Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**

Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
<b>Totals</b>				£

**F2****Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

**F3****Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate  
nominal value ④

④ **Total aggregate nominal value**  
Please list total aggregate values in  
different currencies separately For  
example £100 + €100 + \$10 etc

① Including both the nominal value and any  
share premium③ Number of shares issued multiplied by  
nominal value of each share**Continuation Pages**Please use a Statement of Capital continuation  
page if necessary

② Total number of issued shares in this class

IN01

Application to register a company

F4

**Statement of capital** (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**.

Class of share

Prescribed particulars

1

**1 Prescribed particulars of rights attached to shares**

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

**Continuation pages**

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

# IN01

## Application to register a company

Class of share

Prescribed particulars

1

### 1 Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

#### Continuation pages

Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

# IN01

## Application to register a company

**F5**

### Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

#### Initial shareholdings

Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' continuation page if necessary.

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

**Part 4****Statement of guarantee**

Is your company limited by guarantee?

- **Yes** Complete the sections below  
 → **No** Go to **Part 5** (Statement of compliance)

**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

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,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

**1 Name**

Please use capital letters

**2 Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

**3 Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

**Subscriber's details**

Forename(s) **1** CU Trust (Company No 6018900)

Surname **1**

Address **2** R N C.M, 124 Oxford Road, Manchester

Postcode M 1 3 9 R D

Amount guaranteed **3** £10.00

**Subscriber's details**

Forename(s) **1**

Surname **1**

Address **2**

Postcode

Amount guaranteed **3**

**Subscriber's details**

Forename(s) **1**

Surname **1**

Address **2**

Postcode

Amount guaranteed **3**

# IN01

## Application to register a company

### Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

### Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

### Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

### Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

### Subscriber's details

Forename(s) ①

Surname ①

Address ②

Postcode

Amount guaranteed ③

#### ① Name

Please use capital letters

#### ② Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

#### ③ Amount guaranteed

Any valid currency is permitted

#### Continuation pages

Please use a 'Subscribers' continuation page if necessary

IN01

Application to register a company

**Part 5**

**Statement of compliance**

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- No Go to **Section H1** (Statement of compliance delivered by the subscribers)
- Yes Go to **Section H2** (Statement of compliance delivered by an agent)

**H1**

**Statement of compliance delivered by the subscribers ①**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

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

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

**① Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance



**IN01**

Application to register a company

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

**Continuation pages**  
Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign

**H2****Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with	
Agent's signature	Signature X	X

# IN01

Application to register a company



## Presenter information

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

Contact name ~~Paul Woronop~~ Helen Monro

Company name  
Anthony Collins Solicitors  
LLP

Address 134 Edmund Street

Post town Birmingham

Country/Region

Postcode B 3 2 E S

Country

DX 13055 Birmingham 1

Telephone 0121 212 7463



## Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agents address (Given in Section H2)



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☐ You have enclosed the correct fee.



## Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



## How to pay

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

## Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

COMPANY NOT HAVING A SHARE CAPITAL

---

**MEMORANDUM OF ASSOCIATION OF**  
**Central CU Trust**

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 of each subscriber**

CU Trust (Company No 6018900)

Director



---

**Date**

17 April 2013

Registered Number

**Articles of Association**

of

**Central CU Trust**

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

Anthony Collins Solicitors LLP  
134 Edmund Street  
Birmingham  
B3 2ES

Ref 36270 0006

# ARTICLES OF ASSOCIATION

## Central CU Trust

### PART A. INTRODUCTION

#### 1 INTERPRETATION

##### 1.1 In these Articles

"the Act"	means the Companies Act 2006
"Annual General Meeting"	means a meeting of the Company Members called in accordance with Article 11
"Area of Benefit"	means the Area of Benefit as detailed and updated from time to time in the articles of association of the Company Members
"the Articles"	means these Articles of Association of the Company
"the Board"	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday, bank holiday or public holiday
"Chair"	means (subject to the context) either the person elected as chair of the Company under Article 33 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"Charity Commission"	means the Charity Commission for England and Wales
"Clear Days"	in relation to a period of notice means the 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
"Committee"	means a committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies
"the Company"	means the company intended to be regulated by the Articles

“Company Affiliate”	means any person or organisation that has entered into a Membership Agreement with the Founder Member but is not admitted as a Company Member
“Company Member”	means a member for the time being of the Company who is admitted under Article 6 for the avoidance of doubt including the Founder Member
“Director”	means any director of the Company who is appointed under Article 24
“Founder Member”	means CU Trust, a company incorporated in England and Wales with Company Number 6018900
“General Meeting”	means a meeting of Company Members including an Annual General Meeting or a Quarterly Consultation Meeting
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“Membership Agreement”	means an agreement between the Founder Member and another Company Member governing their working relationship
“the Memorandum”	means the Memorandum of Association of the Company
“the Objects”	means the objects of the Company set out in Article 3
“Observers”	means those persons (other than Directors) present under Article 35 at a Board Meeting
“Quarterly Consultation Meeting”	means a meeting of the Company Members called in accordance with Article 12
“Registered Office”	means the registered office of the Company
“Secretary”	means the secretary of the Company including a joint, assistant or deputy secretary
“United Kingdom”	means Great Britain and Northern Ireland
“Vice-Chair”	means a person elected as a Vice-Chair of the Company under Article 33
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers
“Year”	means the period from 1 January to 31 December

## 1 2 In the Articles

1 2 1 terms defined in the Act are to have the same meaning,

- 1 2 2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa,
- 1 2 3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships,
- 1 2 4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it,
- 1 2 5 references to articles are to those within the Articles, and
- 1 2 6 headings are not to affect the interpretation of the Articles
- 1 3 For the avoidance of doubt the system of law governing these Articles is the law of England and Wales
- 1 4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company

## **2 NAME**

The name of the Company is Central CU Trust

## **3 OBJECTS**

- 3 1 The Company's Objects are specifically restricted to the following in the Area of Benefit -
  - 3 1 1 to provide for the education, care and recreation of children of school age by making facilities, support and services available to them, especially during out of school hours and school holidays,
  - 3 1 2 to relieve poverty and improve the conditions of life through the provision of such facilities, support and services,
  - 3 1 3 to advance the education and training of persons involved in the provision of such education, care and recreation, including parent carers and mentors, and
  - 3 1 4 to further any other purpose or purposes recognised as charitable
- 3 2 This Article 3 may not be amended without the prior written consent of the Founder Member

## **4 POWERS**

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers

**Staff and Volunteers**

- 4 1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants,
- 4 2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses,

**Property**

- 4 3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests),
- 4 4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property,
- 4 5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011),
- 4 6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011,

**Borrowing**

- 4 7 to borrow and give security for loans,

**Grants and Loans**

- 4 8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011),

**Fund Raising**

- 4 9 to raise funds, to invite and receive contributions,

**Trading**

- 4 10 to trade in the course of carrying out the Objects and to charge for services,

**Publicity**

- 4 11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields,
- 4 12 to promote or carry out research and publish the results of it,

**Contracts**

- 4 13 to co-operate with and enter into contracts with any person,



**Bank or building society accounts**

- 4 14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company,

**Investments**

- 4 15 to -

4 15 1 deposit or invest funds,

4 15 2 employ a professional fund-manager, and

4 15 3 arrange for the investments or other property of the Company to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000

**Insurance**

- 4 16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset),
- 4 17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties,
- 4 18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company,
- 4 19 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011,

**Other Organisations**

- 4 20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes,
- 4 21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them,
- 4 22 to amalgamate with any charity which has objects similar to the Objects,
- 4 23 to undertake and execute any charitable trusts,
- 4 24 to affiliate, register, subscribe to or join any organisation,
- 4 25 to act as agent or trustee for any organisation,

**Reserves**

- 4 26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure,

**Formation expenses**

- 4 27 to pay the costs of forming the Company and of complying with all relevant registration requirements, and

**General**

- 4 28 to do anything else within the law which is incidental and conducive to the Objects

**5 APPLICATION OF FUNDS****5 1 General**

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 5)

- 5 1 1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member, and

- 5 1 2 a Director may not directly or indirectly receive any payment of money or benefit from the Company

**5 2 Benefits to Members**

Notwithstanding Article 5 1, the Company may make the following payments or grant the following benefits to Company Members -

**Interest and Rent**

- 5 2 1 reasonable and proper interest on money lent by any Company Member to the Company,

- 5 2 2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company,

**Supply of Goods or Services**

- 5 2 3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract,

**Out of Pocket Expenses**

- 5 2 4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers, and

**Benefits to Company Members**

- 5 2 5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects

**5 3 Benefits to Directors**

Notwithstanding Article 5 1, the Company may make the following payments or grant the following benefits to Directors -

**Out of pocket expenses**

- 5 3 1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors,
- 5 3 2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers,

**Indemnity**

- 5 3 3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings),
- 5 3 4 the benefit of indemnity insurance under Article 4 19,

**Fees to companies in which Directors have negligible interests**

- 5 3 5 a payment to a company in which a Director has no more than a 1% shareholding,

**Interest and Rent**

- 5 3 6 reasonable and proper interest on money lent by any Director to the Company,
- 5 3 7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Company or a reasonable hiring fee for premises hired by any Director to the Company,

**Beneficiaries**

- 5 3 8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries

**Employment/Supply of Goods and Services**

- 5 3 9 payments to a Director who is employed by the Company or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Director) provided that -

- 5 3 9 1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances,
- 5 3 9 2 the Director is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him and/or any arrangement with him or to confer any benefit upon him and/or any other matter relating to payment or the conferring any benefit to him,
- 5 3 9 3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting,
- 5 3 9 4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest),
- 5 3 9 5 the reason for the Directors' decision is recorded in the minutes of the Board meeting, and
- 5 3 9 6 at no time shall a majority of the Directors receive payment pursuant to this Article 5 3 9

The employment or remuneration of a Director pursuant to this Article 5 includes the engagement or remuneration of any firm or company in which the Director is a partner, an employee, a consultant, a director or 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

#### **Exceptional Circumstances**

- 5 3 10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases
- 5 4 The limitations in this Article 5 on the making of payments and the granting of benefits by the Company to Directors shall also extend to payments made to Directors by any other company in which the Company
- 5 4 1 holds more than 50% of the shares, or
  - 5 4 2 controls more than 50% of the voting rights attached to the shares, or
  - 5 4 3 has the right to appoint one or more directors to its board
- 5 5 For the purposes of Article 5 3 a payment to or a benefit granted to a dependant relative or the spouse of the Director or any person living with the Director as his partner shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted

## **5 6 Amendments**

This Article 5 may not be amended without the prior written consent of the Charity Commission

## **PART B. COMPANY MEMBERSHIP**

### **6 COMPANY MEMBERS**

6 1 The Company Members are -

6 1 1 the subscribers to the Memorandum, and

6 1 2 those persons who are admitted as Company Members in accordance with Article 7

### **7 ADMISSION OF COMPANY MEMBERS**

7 1 A person may not be admitted by the Board as a Company Member unless

7 1 1 the Founder Member has given its prior written consent to his being admitted,

7 1 2 he has entered into a Membership Agreement with the Founder Member, and

7 1 3 he has signed a written application to become a Company Member in such form as the Board requires

7 2 Company membership is personal and not transferable

### **8 TERMINATION OF COMPANY MEMBERSHIP**

A person will cease to be a Company Member -

8 1 on delivering written notice of resignation to the Registered Office, or

8 2 if the Board resolves to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed

### **9 LIABILITY OF COMPANY MEMBERS**

9 1 The liability of the Company Members is limited ✓

9 2 Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member

### **10 AMENDMENTS**

10 1 Nothing in Articles 6, 7, 8, 9 or this Article 10 may be amended without the prior written consent of the Founder Member

## **PART C. GENERAL MEETINGS**

### **11 ANNUAL GENERAL MEETING**

11 1 The Company must hold an Annual General Meeting in each Year at such time and place as the Board decides (subject to Article 14) and provided that the first Annual General Meeting must be held within 18 months of the Company's incorporation and not more than 15 months may elapse between each subsequent Annual General Meeting

11 2 The business of an Annual General Meeting shall include

11 2 1 consideration by the Company Member's of the Company's accounts for the previous financial year,

11 2 2 consideration by the Company Member's of the Director's report on the Company's activities during the preceding 12 months period, and

11 2 3 appointing auditors for the Company (if necessary)

### **12 QUARTERLY CONSULTATION MEETINGS**

12 1 A Quarterly Consultation Meeting shall be held once in each consecutive period of *three months starting with the Company's accounting reference date* save that no meeting need be held in any three month period during which the Company holds an Annual General Meeting

12 2 The business of each Quarterly Consultation Meeting shall include

12 2 1 consultation with the Company Members in respect of local issues impacting on the Company's Objects, and

12 2 2 consideration of the strategic development of the CCUT and in particular the admission of new Company Members

### **13 GENERAL MEETINGS**

13 1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 14

13 2 On receiving a requisition from the percentage of Company Members required under the Act the Board must promptly convene a General Meeting

### **14 NOTICE OF GENERAL MEETINGS**

14 1 Every General Meeting must be called by at least 14 Clear Days' notice

- 14 2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting
- 14 3 The notice must specify -
  - 14 3 1 the time, date and place of the General Meeting, and
  - 14 3 2 the general nature of the business to be transacted
- 14 4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting
- 14 5 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any)
- 14 6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting

## **15 QUORUM**

- 15 1 No business may be transacted at a General Meeting unless a quorum is present
- 15 2 The quorum for General Meetings is the Founder Member and a majority of the Company Members for the time being present in person or by proxy
- 15 3 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment
- 15 4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides
- 15 5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved
- 15 6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members

## **16 CHAIR AT GENERAL MEETINGS**

- 16 1 The Chair is to chair General Meetings
- 16 2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting
- 16 3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting



**17 ADJOURNMENT OF GENERAL MEETINGS**

- 17 1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting
- 17 2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted
- 17 3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned
- 17 4 It is not necessary to give notice of a General Meeting which is adjourned under Article 17 1 or 17 2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given
- 17 5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed

**18 VOTING AT GENERAL MEETINGS**

- 18 1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded
- 18 2 Each Company Member present in person or by proxy has one vote both on a show of hands and a ballot
- 18 3 A Company Member which is an organisation may, by resolution of its governing body (or a committee or officer of that organisation acting under powers delegated by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings
- 18 4 A person authorised under Article 18 3 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Company Member
- 18 5 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost
- 18 6 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered Every vote not disallowed at the General Meeting is valid An objection made in time must be referred to the Chair whose decision is final
- 18 7 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded

**19 BALLOTS**

- 19 1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands
- 19 2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand
- 19 3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded
- 19 4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared
- 19 5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs
- 19 6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded

**20 PROXIES**

- 20 1 A Company Member may validly appoint a proxy by notice in writing which
  - 20 1 1 states the name and address of the member appointing the proxy,
  - 20 1 2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed,
  - 20 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine, and
  - 20 1 4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate
- 20 2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy
- 20 3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions
- 20 4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote
- 20 5 No document appointing a proxy will be valid for more than 12 months
- 20 6 A vote given or ballot demanded by proxy is to be valid despite -

20 6 1 the revocation of the proxy, or

20 6 2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used

20 7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present

## **21 WEIGHTED VOTING**

21 1 Notwithstanding anything in Articles 18, 19 and 21, in the case of any of the following resolutions of the Company Members the Founder Member voting against any such resolution (whether on a show of hands, a poll or on a written resolution) shall be entitled to cast such number of votes as is necessary to defeat such resolution

21 1 1 a resolution proposed to remove a Director whether under section 168 of the Act or otherwise

## **22 COMPANY MEMBERS' WRITTEN RESOLUTIONS**

22 1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that

22 1 1 a copy of the proposed resolution has been sent to every eligible Company Member,

22 1 2 a simply majority (or in the case of a special resolution a majority of not less than 75%) of Company Members have signified their agreement to the resolution, and

22 1 3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date

22 2 A resolution under Article 22 1 may consist of several documents in similar form each approved by one or more Company Members

22 3 In the case of a Company Member that is an organisation, its authorised representative may signify its agreement

22 4 Any resolution proposed as a written resolution in relation to any of the matters listed in Article 21 1 shall be proposed in a form that provides Company Members with the ability to cast their votes against as well as in favour of such resolution

## **23 AMENDMENT**

23 1 Nothing in Articles 21, 22 4, or this Article 23 may be amended without the prior written consent of the Founder Member

## PART D. DIRECTORS

### 24 APPOINTMENT OF DIRECTORS

- 24 1 Subject to the provisions of this Article 24, the Board shall comprise of
- 24 1 1 1 Director appointed by the Founder Member,
  - 24 1 2 1 Director appointed by each Company Affiliate, and
  - 24 1 3 1 Director appointed by each Company Member
- 24 2 The Founder Member may appoint a Director under Article 24 1 1, or remove or replace any Director appointed under Article 24 1 1, by delivering a written notice to
- 24 2 1 the Company's Registered Office, or
  - 24 2 2 a Board Meeting
- 24 3 A Company Affiliate may appoint a Director under Article 24 1 2 and a Company Member may appoint a Director under article 24 1 3 by delivering a written notice to
- 24 3 1 the Company's Registered Office, or
  - 24 3 2 a Board Meeting
- 24 4 A Company Affiliate or Company Member may remove or replace any Director it has appointed in accordance with article 24 3 (but for the avoidance of doubt not any Director appointed by any other Company Affiliate or Company Member) by delivering a written notice in the same manner as described at article 24 3
- 24 5 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay
- 24 6 The first Directors are those named in the statement delivered to the Registrar of Companies under Section 12 of the Act, namely
- 24 6 1 Robert John Bowater who is deemed to have been appointed under Article 24 1 1,
  - 24 6 2 Sofina Islam who is deemed to have been appointed under Article 24 1 2 by Coventry Children's University (a Company Affiliate), and
  - 24 6 3 Simon Luke Pearson who is deemed to have been appointed under Article 24 1 2 by Warwickshire Children's University (a Company Affiliate)
- 24 7 Notwithstanding anything in this Article 24, a person may not be appointed as a Director -
- 24 7 1 without the prior written consent of the Founder Member,
  - 24 7 2 if he has ceased to be a Director by reason of being removed as a Director under the Articles,

24 7 3 if he would immediately cease to be a Company Member or a Director under the Articles, or

24 7 4 unless he is aged 18 or over

## **25 OBLIGATIONS OF DIRECTORS**

25 1 The Board must set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time

25 2 The statement of the obligations of the Directors to the Company must include -

25 2 1 a commitment to its values and objectives including equal opportunities,

25 2 2 an obligation to contribute to and share responsibility for the Board's decisions,

25 2 3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events,

25 2 4 an obligation to declare relevant interests,

25 2 5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board,

25 2 6 an obligation to comply with statutory and fiduciary duties, including -

25 2 6 1 to act in the best interests of the Company,

25 2 6 2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company,

25 2 6 3 to secure the proper and effective use of the Company's property,

25 2 6 4 to act personally,

25 2 6 5 to act within the scope of any authority given,

25 2 6 6 to use the proper degree of skill and care when making decisions particularly when investing funds, and

25 2 6 7 to act in accordance with the Articles, and

25 2 7 a reference to obligations under the general law

25 3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment

## **26 RETIREMENT AND REMOVAL OF DIRECTORS**

A Director will cease to hold office if he -

- 26 1 dies,
- 26 2 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 2011,
- 26 3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury,
- 26 4 is declared bankrupt or makes any arrangement or composition with his creditors,
- 26 5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting at a properly convened Board Meeting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director,
- 26 6 resigns by written notice to the Company at the Registered Office,
- 26 7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting at a properly convened Board Meeting) that he should cease to be a Director, or
- 26 8 fails to sign a statement of his obligations under Article 20 within one month of his appointment and the Board resolves that he be removed

## **27 CONFLICTS OF INTEREST**

### **27 1 Declaration of interests**

- 27 1 1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors
- 27 1 2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice
- 27 1 3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made
- 27 1 4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement
- 27 1 5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware
- 27 1 6 A Director need not declare an interest -

- 27 1 6 1 if it cannot reasonably be regarded as likely to give rise to a

conflict of interests, or

- 27 1 6 2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware)

## **27 2 Authorisation of direct conflicts of interests**

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5

## **27 3 Authorisation of indirect conflicts of interest**

- 27 3 1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that -

- 27 3 1 1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict, and

- 27 3 1 2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction

- 27 3 2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict

## **28 AMENDMENT**

- 28 1 Nothing in Articles 24, 25, 26, 27, or this Article 28 may be amended without the prior written consent of the Founder Member

## **PART E. BOARD MEETINGS**

### **29 FUNCTIONS OF THE BOARD**

- 29 1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include -
- 29 1 1 defining and ensuring compliance with the values and objectives of the Company,
  - 29 1 2 establishing policies and plans to achieve those objectives,
  - 29 1 3 approving each year's budget and accounts before publication,
  - 29 1 4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control,
  - 29 1 5 monitoring the Company's performance in relation to its plans budget controls and decisions,
  - 29 1 6 appointing (and if necessary removing) employees,
  - 29 1 7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety, and
  - 29 1 8 ensuring that appropriate advice is taken on the items listed in Articles 23 1 1 to 23 1 7 and in particular on matters of legal compliance and financial viability

### **30 POWERS OF THE BOARD**

- 30 1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company
- 30 2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration

### **31 BOARD MEETINGS**

- 31 1 Subject to the Articles, the Board may regulate Board Meetings as it wishes
- 31 2 Board Meetings may be called by any Director or the Secretary (if appointed)
- 31 3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom
- 31 4 A Board Meeting which is called on shorter notice than required under Article 25 3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency



- 31 5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and each Director is to have one vote
- 31 6 If there is an equality of votes the Chair is not entitled to a second or casting vote
- 31 7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith

## **32 QUORUM FOR BOARD MEETINGS**

- 32 1 The quorum for Board Meetings is a majority of the Directors for the time being including a Director appointed in accordance with Article 24 1 1 (if any)
- 32 2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment
- 32 3 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to -
  - 32 3 1 adjourn it to such other time and place as they decide, or
  - 32 3 2 call a General Meeting
- 32 4 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted

## **33 CHAIR AND VICE-CHAIR**

- 33 1 The Company must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, if any, are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair, if any, may be re-elected by the Board.
- 33 2 The Chair and the Vice-Chair, if any, may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 33 3 Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 33 1.
- 33 4 The Chair and the Vice-Chair, if any, may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.
- 33 5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.

- 33 6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless he is unwilling or unable to do so
- 33 7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting
- 33 8 The functions of the Chair are -
- 33 8 1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations,
  - 33 8 2 to ensure that Board Meetings and General Meetings are conducted efficiently,
  - 33 8 3 to give all Directors an opportunity to express their views,
  - 33 8 4 to establish a constructive working relationship with and to provide support for the employees,
  - 33 8 5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion,
  - 33 8 6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings,
  - 33 8 7 to ensure that the Board monitors the use of delegated powers, and
  - 33 8 8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee
- 33 9 The role of the Vice-Chair, if any, is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair

## **34 COMMITTEES AND WORKING PARTIES**

- 34 1 The Board may -
- 34 1 1 establish Committees consisting of those persons whom the Board decide,
  - 34 1 2 delegate to a Committee any of its powers, and
  - 34 1 3 revoke a delegation at any time
- 34 2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board

- 34 3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 34 4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.
- 34 5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 34 6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 34 7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

### **35 OBSERVERS**

- 35 1 Subject to Article 35 4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.
- 35 2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 35 3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 35 4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

### **36 DIRECTORS' WRITTEN RESOLUTIONS**

- 36 1 A written resolution approved by a simple majority of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 36 2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 36 3 A resolution under Articles 36 1 or 36 2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

### **37 AMENDMENT**

- 37 1 Nothing in Articles 29, 30, 31, 32, 33, 34, 35, 36 or this Article 37 may be amended without the prior written consent of the Founder Member.

## **PART F. OFFICERS**

### **38 THE SECRETARY**

- 38 1 The Board may decide whether or not a Secretary is appointed
- 38 2 Where appointed, a Secretary may be removed by the Board at any time
- 38 3 If a Director is appointed as Secretary he may not receive any remuneration for acting in that capacity

### **39 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

- 39 1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence
- 39 2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 39 3, the Company may indemnify any Director against any liability incurred by him in his capacity as such
- 39 3 The indemnity provided to a Director in accordance with Article 39 2 may not include any indemnity against liability -
  - 39 3 1 to the Company or a company associated with it,
  - 39 3 2 for fines or penalties, or
  - 39 3 3 incurred as a result of his unsuccessful defence of criminal or civil proceedings
- 39 4 The indemnity provided to a Director in accordance with Article 39 2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 39 5 In respect to its auditor the Company may -
  - 39 5 1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such, and
  - 39 5 2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court

## **PART G. STATUTORY AND MISCELLANEOUS**

### **40 MINUTES**

- 40 1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.
- 40 2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 40 3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 40 4 The Board must keep minutes of all of the appointments made by the Board.

### **41 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 41 1 The Company must comply with the Act and the Directors must comply with their obligations as charity trustees under the Charities Act 2011 in -
  - 41 1 1 preparing and filing an annual Directors' report and annual accounts and sending them to the Charity Commission, and
  - 41 1 2 making an annual return to the Registrar of Companies and the Charity Commission
- 41 2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires)
- 41 3 The annual Directors' report and accounts must contain -
  - 41 3 1 revenue accounts and balance sheet for the last accounting period,
  - 41 3 2 the auditor's report on those accounts (if applicable), and
  - 41 3 3 the Board's report on the affairs of the Company
- 41 4 The accounting records of the Company must always be open to inspection by a Director

### **42 BANK AND BUILDING SOCIETY ACCOUNTS**

- 42 1 All bank and building society accounts must be controlled by the Board and must include the name of the Company
- 42 2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions

## 43 EXECUTION OF DOCUMENTS

- 43 1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by
  - 43 1 1 two Directors,
  - 43 1 2 one Director and the Secretary (where appointed), or
  - 43 1 3 one Director in the presence of a witness who attests the Director's signature

## 44 NOTICES

- 44 1 Notices under the Articles must be in writing (which shall include facsimile transmission or email) except notices calling Board Meetings
- 44 2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called
- 44 3 The Company may give a notice to a Company Member, Director or auditor either
  - 44 3 1 personally,
  - 44 3 2 by sending it by post in a prepaid envelope,
  - 44 3 3 by facsimile transmission,
  - 44 3 4 by leaving it at his address, or
  - 44 3 5 by email
- 44 4 Notices under Article 44 3 2 to 44 3 5 may be sent -
  - 44 4 1 to an address in the United Kingdom which that person has given the Company,
  - 44 4 2 to the last known home or business address of the person to be served, or
  - 44 4 3 to that person's address in the Company's register of members
- 44 5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted
- 44 6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report
- 44 7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent

- 44 8 A notice may be served on the Company by delivering it or sending it to the Registered Office
- 44 9 The Board may make standing orders to define other acceptable methods of delivering notices

## 45 STANDING ORDERS

- 45 1 Subject to Article 45 4,
  - 45 1 1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company, and
  - 45 1 2 the Company in General Meeting may alter, add to or repeal the standing orders
- 45 2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members
- 45 3 Standing orders are binding on all Company Members and Directors
- 45 4 No standing order may be inconsistent with or may affect or repeal anything in the Articles

## 46 WINDING UP

- 46 1 The Company Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways
  - 46 1 1 directly for the Objects, or ✓
  - 46 1 2 by transfer to any charity or charities for purposes similar to the Objects, or
  - 46 1 3 to any charity for use for particular purposes that fall within the Objects
- 46 2 Subject to any such resolution of the Company Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred
  - 46 2 1 directly for the Objects, or
  - 46 2 2 by transfer to any charity or charities for purposes similar to the Objects, or
  - 46 2 3 to any charity or charities for use for particular purposes that fall within the Objects

- 46 3 In no circumstances shall the net assets of the Company be paid to or distributed among the Company Members (except to a Company Member that is itself a charity) and if no resolution is passed by the Company Members or the Directors the net assets of the Company shall be applied for charitable purposes as directed by the court or the Charity Commission